

No.: F.02(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12 /2022/590 Dated: 27.07.2022

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: edpssrmisc@rajasthan.gov.in

**E-BID FOR THE RATE CONTRACT AND EMPANELMENT OF
MANUFACTURES FOR SUPPLY OF BELTLESS SANITARY
NAPKINS WITH WINGS
(NON - DRUG ITEMS)**

(Rate Contract for the period up to 31.08.2024)



!! सर्वेसन्तुनिरामया:!!

LAST DATE OF SUBMISSION OF ONLINE BIDS: 17.08.2022 up to 6:00 PM
DATE AND TIME OF TECHNICAL BID OPENING: 18.08.2022 at 11:00 AM

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

Phone No: 0141-2228066, 2228064

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Ref. No.: F.02(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12 /2022/590 Dated: 27.07.2022

Notice Inviting E-Bids

e-bids for rate contract cum empanelment for following items are invited from eligible bidders as detailed below:-

S.No	Item Name /Description	UBN	Estimated Value Rs. in Crore	Time & Last date for bid submission
1.	Beltless Sanitary Napkin with wings	MSC2223GLRC00045	437.00	Up to 6.00 P.M. on 17.08.2022

Other particulars of the bids may be visited on the procurement portal <http://eproc.rajasthan.gov.in> , <http://sppp.rajasthan.gov.in> and www.rmssc.health.rajasthan.gov.in and may be downloaded from there.

Executive Director (Procurement)

RMSCL

Abbreviations

BDF - Bidding Forms

BOQ – Bill of Quantities

BIS - Bureau of Indian Standard

DSC – Digital Signature Certificate

e-GRAS - Online Government Receipts Accounting System

EQC - Evaluation and Qualification Criteria

FDR - Fixed Deposit Receipt

CC - Conditions of Contract

GST – Goods and Service Tax

GSTIN - Goods and Service Tax Identification Number

ITB - Instructions to Bidders

LBSM– Lowest Bid Selection Method

LoA - Letter of Acceptance

MSME- Micro, Small and Medium Enterprise

NIB - Notice Inviting Bids

NSIC – National Small-Scale Industries Corporation

PAN - Permanent Account Number

RTPP Act - Rajasthan Transparency in Public Procurement Act, 2012

RTPP Rule -Rajasthan Transparency in Public Procurement Rule, 2013

SoS - Schedule of Supply

SPFC - State Procurement Facilitation Cell

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Notice Inviting Bid

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

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Tel No: 0141-2228066, 2228064, E-mail: edpssrmisc@rajasthan.gov.in,

File Number F.02(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12/2022/590

Dated: 27.07.2022

Bid Details-

(Amount in Rs.)

Item Code	Particulars	Quantity and Unit	Price of Bid Document	Processing fees	Empa nelme nt fees	Rese rve for MSM E	Bid Security	
							Regular	MSME Rajasthan
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 160 mm ± 5</p> <p>6. Fluff core/pad length 70 mm± 5</p> <p>7. Thickness of a single pad 9- 10 mm</p> <p>8. Weight of a single pad :</p>	<p>34.80 Crore packets</p> <p>(6 Sanitary Napkins per pack)</p>	<p>2,000 +GST@ 18%</p> <p>For MSME 1,000+GS T@18%</p>	<p>1,000</p> <p>+GST@18 %</p>	<p>5,000</p> <p>+GST @18%</p>	No	5,00,000	1,25,000

<p>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: 50 ml</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> <ol style="list-style-type: none"> 1. Pouch or Wrapper should be of the size of sanitary napkin being supplied. 2. It should have adhesive to seal the sanitary napkin within. 3. Pouch or Wrapper should not be transparent. <p>Note:-Instructions for use of disposable pouch or wrapper must be written in Hindi on disposable pouch or wrapper.</p> <p>इस्तेमाल किये हुये सेनेटरी नेपकिन को मोड़कर Disposable Pouch or Wrapper में डाले एवं Disposable Pouch or Wrapper को गोंद लगी पट्टी से बन्द कर सुरक्षित तरीके से कूड़ेदान में डालें।</p>						
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Estimated Value of Bidded Item**Rs. 437 crore**

1.	Bid dates (other details provided in Instruction to Bidders)	Bid publishing	27/07/2022
		Document Download/Sale Start Date	27/07/2022
		Pre-Bid Meeting Date (optional)	02/08/2022
		Bid Submission Start Date	06/08/2022
		Bid (Techno-commercial and Financial) Submission Closing Date and Time	17/08/2022 at 06:00 PM
		Bid (Techno-commercial) opening Date and Time	18/08/2022 at 11:00 AM
2.	Payment to be made upon submission of bid	<ul style="list-style-type: none"> • Bid doc fee Rs. 2000 + GST@18% (Total Rs. 2360/-) in favour of MD RMSCL • Processing fee Rs. 1000 + GST@18% (Total Rs. 1180/-) in favour of MD, RISL in form of Demand Draft / bankers Cheque • Empanelment fee Rs. 5000 +GST@18% (Total Rs. 5900/-) in favour of MD RMSCL • Bid security Amount Rs. 5.00 Lac (Rs. Five Lac Only) for regular bidders and Rs. 1.25 Lac (Rs One Lac Twenty Five Thousand Only) for MSME units of Rajasthan in favour of MD RMSCL. • Amounts payable to MD RMSCL may be deposited through separate challans (Annexure-18) in any branch of the Punjab National Bank Account no. 2246002100024414 & IFSC Code no. PUNB0224600 throughout country up to 17.08.2022 6:00 PM or through D.D. / bankers cheque in favour of M.D. RMSCL 	
3.	Opening of Bids	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.	
4.	Bid Security	<ul style="list-style-type: none"> • Bid Security Amount Rs. 5.00 Lac (Rs. Five Lac Only). only for regular supplier& In case of MSME of Rajasthan Rs. 1.25 Lac(Rs. One Lac Twenty Five Thousand Only). 	
5.	Procurement Method	Two Envelope National Open Competitive Bidding for Rate Contract	
6.	Scope of Bid	Rate Contract will be for a period upto 31.08.2024 for bided item.	
7.	Bid Evaluation Method	Lowest Priced Bid Method	
8.	Bidding Mechanism	Bidding will be conducted via e-procurement portal of Government of Rajasthan.	
9.	Detailed Bid available on	<ul style="list-style-type: none"> • State Public Procurement Portal (SPPP)https://sppp.rajasthan.gov.in/ • e-procurement portal- https://eproc.rajasthan.gov.in/ • Departmental website www.rmsc.rajasthan.health.gov.in 	

10.	Key Notes	<p>a) No conditional or partial or incomplete bid shall be accepted.</p> <p>b) Price of bid document and processing fee once submitted shall not be refunded.</p> <p>c) Proof of payment of price of bid document, processing fees, bid security submitted via challans (Annexure-18) or demand draft or Banker's Cheque original copy should be submitted to the Procuring Entity at (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: edpssrmisc@rajasthan.gov.in.) before bid (Techno-commercial and Financial) submission closing date and time.</p> <p>d) Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before 17/08/2022 at 06:00 PM by following the procedure for submission of bids as provided on the e-Procurement Portal, https://eproc.rajasthan.gov.in. The Procuring Entity shall not be responsible for delay in online submission due to any reasons. The electronic bidding system would not allow any late submission of bids.</p> <p>e) The bidders are required to submit:</p> <ol style="list-style-type: none"> i. Proof of payment (soft copy) towards the Price of Bid Document, processing fees, enpallenment fees and bid security amount through challan in bank (Annexure-18), bank demand draft and banker's cheque to be submitted along with bid. ii. The original copy of receipt of payment <u>through challan in bank (Annexure-18), bank demand draft, banker's cheque,</u> to RAJASTHAN MEDICAL SERVICES CORPORATION LTD. (A Govt. of Rajasthan Undertaking) Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India Tel No: 0141-2228066, 2228064, shall be submitted before Bid (Techno-commercial and Financial) Submission Closing Date and Time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening. <p>f) The bidders or supply 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 <i>Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.</i></p> <p>g) The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any, or all bids.</p>
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[MD RMSCL]

Instruction to Bidders (ITB) and Bid Data Sheet (BDS)

Important Instruction: The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the RTPP Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the RTPP 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>. Bidders are advised to acquaint themselves with the provisions of the ACT and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.

1.1. General

#	Clause	Sub-Clauses
1.	Compliance with RTPP ACT& Rules – Code of Integrity and Conflict of Interest	<p>1.1. Bidder to ensure compliance with RTPP ACT & Rules, primarily following-</p> <p>1.1.1. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules.</p> <p>1.1.2. 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. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules.</p> <p>1.1.3. Upon breach, the RMSCL may take appropriate action in accordance with the provisions of Section 11(3) and Section 46 of RTPP Act.</p>
2.	Eligible Bidder and Supply	<p>1. A Bidder may be a natural person, private entity, government-owned entity, who is a manufacturer of Sanitary Napkins having valid manufacturing license or direct importer having valid import license. Distributors / Suppliers / Agents are not eligible to participate in the bid.</p> <p>2. A Bidder shall have the nationality of India. All supply under contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.</p> <p>3. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process.</p> <p>4. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document.</p> <p>5. Each Bidder shall submit only one Bid. <u>Multiple bids submitted by a bidder shall be summarily rejected.</u></p> <p>6. The bidders and supply 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</p>

#	Clause	Sub-Clauses
		Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021.
3.	Contents of Bidding Document	<p>The Bidding Document consists of following Sections as indicated below-</p> <ul style="list-style-type: none"> i. Notice Inviting Bid (NIB); ii. Instruction to Bidders (ITB) and Bid Data Sheet; iii. Evaluation and Qualification Criteria (EQC); iv. Schedule of Supply for Bidders; v. Conditions of Contract and Special Conditions of Contract; vi. Bidding Forms; vii. Clarifications to bid document/Addenda to Bid Document if any. <p>The complete bidding document is made available for downloading from the website of State Public Procurement Portal. The prospective bidders who have downloaded the Bidding Document from the website will have to pay the price of bid document and processing fees as prescribed in the NIB while submitting the Bidding Document on e-procurement portal.</p> <p>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda if they were not downloaded correctly from the State Public Procurement Portal(https://sppp.rajasthan.gov.in/)/e-Procurement Portal (https://eproc.rajasthan.gov.in/) or Procuring Entity's website (, www.rmssc.rajasthan.health.gov.in)</p>
4.	Pre-Bid Conference	<p>The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date and time mentioned in ITB. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.</p> <p>Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.</p>
5.	Changes to Bidding Document	Any addendum/ <i>corrigendum</i> issued shall be a part of the Bidding Document and may be uploaded on the SPPP and e-Procurement portal for prospective bidders to download.
6.	Cost of Bidding	<p>The Price of Bid document and processing fees can be paid <u>by bank demand draft, banker's cheque of a scheduled bank, or through challan in Bank account of Procuring entity.</u></p> <p>The details i.e., soft copy of the challan of these payments to be submitted electronically through State e-Procurement Portal along with the Bid.</p> <p><u>The original copy of receipt of payment through challan, bank demand draft, or banker's cheque shall be submitted in physical form</u> at the Office of RMSCL Swasthya Bhawan Tilak Marg, Jaipur - 302005 latest by 17.08.2022 at 06.00 PM.</p>
7.	Definition of Rate Contract	"Rate contract" means an agreement between a procuring entity and one or more bidders which specifies the terms and conditions including the price, for the supply of a subject matter of procurement required on a recurring

#	Clause	Sub-Clauses
		basis.
8.	Empanelment of Bidders (Mandatory)	<p>Bidders which are found responsive on technical grounds would be empanelled also on payment of empanelment fee of Rs. 5000 +GST@18% for supply of Sanitary napkins mentioned in clause 4.3 list of goods for one year. The empanelment would entitle a firm to participate in RMSCL for limited bids. Such situations may normally arise when the open bid for a Sanitary napkins fails and there is an urgency to purchase it, or when the L-1 bidder has fail to supply, or the rate contract of an item ceases to exist for any reason. The Bidder has to submit an undertaking in the format given at Annexure - 11.</p> <p>The empanelment can be renewed for the next one year term on payment of the empanelment fee as applicable at the time of renewal.</p>
9.	Key Timelines	<p>Bid Publishing Date- 27/07/2022 Document Download Start Date– 27/07/2022 Pre-Bid Meeting Date - 02/08/2022 Bid submission start Date - 06/08/2022 Bid (Techno-commercial and Financial) Submission Closing Date and Time - 17/08/2022 at 06:00 PM Bid (Techno-commercial) opening Date and Time - 18/08/2022 at 11:00 AM</p>

1.2. Preparation and Submission of Bids

#	Clause	Sub-Clauses
1.	Documents Comprising of Bids	<p>The Bid comprise of two (02) covers, both covers must be submitted simultaneously.</p> <p>First cover comprises of Techno-commercial Bid (in PDF File) and the Techno-commercial Bids (documents specified in Qualification Criteria) shall be in PDF format without any alteration in the format.</p> <p>Second cover comprises of Financial Bid (in Excel File). Covers comprising the Techno-commercial Bid and Financial Bid shall be uploaded on e-Procurement portal.</p> <p>Techno-commercial Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno-commercial Part, the Bid shall be declared non-responsive.</p>

#	Clause	Sub-Clauses
2.	Bid Prices	Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms Bid prices quoted should include all costs associated with Packing and Documents, Insurance, Transportation, Installation, Erection, Training and Commissioning as required for delivery to Location of Supplies as specified in Section for Schedule of Supply / Specific Purchase Orders. GST should be shown separately as per BOQ.
3.	Currency of Bids	The currency for the Bid will be Indian Rupees up to two decimal places
4.	Language of bid	The language for all correspondence and documents would be either in English or Hindi or both.
5.	Tests, samples and trials establishing the conformity of the goods to the Bidding Document	M.D. RMSCL reserves the right to collect sample randomly from each or any of the consignment or authorized any person (s) to collect samples as above in the manner as decided by the M.D. RMSCL and prescribed in the bidding document.
6.	Documents Establishing the Qualifications of the Bidder	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Evaluation and Qualification criteria
7.	Validity Period of Bid	The bids shall remain valid for a period of 120 days from the date of opening of Technical bid . A Bid valid for a shorter period shall be treated by the Procuring Entity as non-responsive . Extension of validity and corresponding extension of Bid Security would be as per Rule 48 (2) and 48 (3) of RTPP Rules

1.3. Bid Security and Bid Securing Declaration

#	Clause	Sub-Clauses
1.	Bid Security/ Bid Securing Declaration	<ul style="list-style-type: none"> Bid Security amount shall be Rs. 5 Lac (Rs. Five Lac Only). for regular supplier & Rs. 1.25 Lac (Rs. One Lac Twenty Five Thousand Only) in case of MSME of Rajasthan. Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration (<u>Annexure-3</u>) will be as per notification issued by Government of Rajasthan from time to time. For obtaining benefit of lower value of Bid security for MSME. Bidder(s) to submit relevant document along with Bid. <p>1. In lieu of bid security, a bid securing declaration (<u>Annexure-3</u>) shall be</p>

	<p>taken from the-</p> <p>(i) Departments/Boards of the State Government or Central Government;</p> <p>(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;</p> <p>(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or</p> <p>(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.</p> <p>2. 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 the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited. Bid Security can be refunded on request after completion and notification of technical bid evaluation.</p> <p>3. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security 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.</p> <p>4. The latest instruction issued by Government of Rajasthan will be applicable for Bid Security and Bid Securing Declaration.</p>
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1.4. Format, Signing and Opening of Bid

#	Clause	Sub-Clauses
1.	Format and Signing of Bid	<p>The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in evaluation and Qualification criteria. <u><i>All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed.</i></u></p> <p>An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid or power of attorney for signing of bid (Annexure-2) is also acceptable and should be uploaded along with the Bid.</p>
2.	Opening of Bids	<p>Opening of Bids would be on date specified in Key Timelines in NIB. The procedure for Bid opening will be as per e-Procurement Process.</p>

1.5. Bid Evaluation

#	Clause	Sub-Clauses
1.	Responsiveness, Clarifications, and Evaluation of Bid	The Procuring Entity's determination of the responsiveness of a Bid, is based on the contents of the Bid itself to determine whether they are complete, and in order. A responsive bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document.
2.	Preliminary Examination	To determine preliminary responsive bid, the bid will be examined and all the documents specified in Qualification Criteria . If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected
3.	Techno-commercial Examination	To determine the Bid as Techno-commercially Responsive the Bidder has to submit documents and comply with requirements as specified in the Techno-commercial Requirement Qualification Criteria . The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid. If the Bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
4.	Evaluation of Financial Bid	There is no option with bidder to submit quote for partial quantity. Discounts offered of any kind shall not be considered. Sub – contracting/ subletting of supply of goods or related services is not allowed.
5.	Negotiations	Negotiations, if any required, shall be held and the method of negotiation would be as per Rule 69 of RTPP Rules.
6.	Purchase Preference	Purchase preference shall be given to MSME units of Rajasthan in accordance with the policy of State Government notified / prevalent at the time of submission date of the Bid. Presently Finance (GF & AR Division) Department, Government of Rajasthan Notification. S.O. 165 dated 19.11.2015 is in force. Purchase preference shall be given to MSME units of Rajasthan on submission of Annexure-19(A) and Annexure-19(B)

1.6. Award of Contract

#	Clause	Sub-Clauses
1.	Acceptance and Award of Contract	<ol style="list-style-type: none"> 1. The successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated. 2. Prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e-mail ID, that its Bid has been accepted. 3. Formal Letter of acceptance (LOA) would be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance is posted and/ or sent by email to the address of the successful Bidder given in its Bid.
2.	Procuring Entity's right to vary quantity	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules.
3.	No commitment of Quantity	<p>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.</p> <p>In rate contract Bid an approximate quantity of required goods would be indicated but no minimum quantity of order is guaranteed.</p>
4.	Procuring Entity's Right to Extend the period of Rate Contract	Procuring Entity's right to extend the period of Rate Contract as per Rule 29(2) (i) of RTPP Rules may be for 3 months on same price, terms, and condition if market prices have not fallen during the period for the subject matter of procurement to be procured under the rate contract. Such extension of rate contract period for upto 3 months may be done by the procuring entity without giving any prior intimation and without any mutual consent.
5.	Dividing quantities among more than one Bidder at the time of award	M.D. RMSCL reserves the right to divide quantity among more than one Bidder and enter into contract with more than one Supplier.
6.	Signing of Contract	<ol style="list-style-type: none"> 1. In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall have to execute an Agreement form in the format given in the Bidding Document (Annexure-7) 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 a period of 15 days as stipulated, will result in forfeiture of Bid security and other consequential action as per RTPP Act & Rules and dibaring policy of RMSCL. The stamp paper issued in the State of Rajasthan

#	Clause	Sub-Clauses
		<p>should be used for contract signing.</p> <p>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 within the specified time, RMSCL shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions in bid document and / or guidelines for debarring / black listing issued by RMSCL (Annexure-17)</p>
7.	Performance Security	<ul style="list-style-type: none"> • Performance security shall be solicited from all successful bidders except the- <ul style="list-style-type: none"> i. Departments/Boards of the State Government or Central Government; ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. However, a performance security declaration (Annexure-9) shall be taken from them. • Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rule. • The Successful Bidders shall be required to pay performance Security Deposit @ 2.5% of the Contract value. 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-8) in case the amount exceeds Rs. 5 Lac. For amount of upto 5 Lac 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 thirty six month 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 36 months from the date of issuance of letter of acceptance, whichever is later.

#	Clause	Sub-Clauses
		<ul style="list-style-type: none"> • Forfeiture of Performance Security: <p>The amount of Performance Security may be forfeited in the following cases:-</p> <ol style="list-style-type: none"> 1. Upon occurrence of Bidder default or fails to make complete supply satisfactorily within the time specified or / and violets any terms and conditions of the bid / contract. The M.D. RMSCL shall without prejudice to its other rights and remedies, here under or in law, be entitled to encash from the Performance security as damages for such Bidder default; or 2. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security. 3. If in the judgment of the M.D. RMSCL the bidder with beneficial ownership from countries sharing land border with India 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, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement. <p>The M.D. RMSCL shall give Notice of reasonable time in case of forfeiture of Performance Security and the decision of the Procuring Entity shall be final.</p>
8.	Punishment	<p>If the Bidder during the supply of goods, interferes with the procurement process as mentioned in Section 42 of RTPP Act, then following actions can be taken:</p> <ol style="list-style-type: none"> i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend upto Rs. 50 Lac (Rs. Fifty Lac only) or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security; and / or ii. Section 46 of RTPP Act or / and guidelines of RMSCL regarding black listing / debarring the bidder may be debarred / blacklisted from participating in any procurement process of the bided item undertaken by the procuring entity for a period not exceeding three (03) years.

1.7. Procurement Appeals

#	Clause	Sub-Clauses
1.	Procurement Appeals	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority i.e. MD, NHM, Swasthya Bhawan Tilak Marg Jaipur (Raj.) and Special Secretary Medical, Health & Family Welfare, Govt. of Rajasthan. Second Appellate Authority i.e. ACS/Principal Secretary / Secretary Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL., in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

1.8. Exclusive Jurisdiction

#	Clause	Sub-Clauses
1.	Jurisdiction of courts	The Courts of Jaipur City only or Hon'ble Rajasthan High Court, Bench at Jaipur shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of bided item.

2. Evaluation and Qualification Criteria

2.1. Lowest Priced Bid Selection Method

Lowest Priced Bid selection method is the method for purchase for Goods where the selection will be based on price comparison to select lowest cost responsive bid. The M.D. RMSCL will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass-fail qualification criteria) and final selection out of substantially responsive bidders will be made on lowest price bid selection method.

Qualification Criteria

- Bidder should be a manufacturer, or direct importer holding a valid import license. Distributors/ Suppliers / Agent are not eligible to participate in the Bids.
- Bidder should have at least one year Market Standing as a manufacturer for the items quoted in the tender, on the date of bid submission.
- The Manufacture bidder firm should have its own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out. The bidder should be asked to declare the same in the form of an undertaking / declaration. ***'In house testing laboratories may be verified by RMSCL team any time after opening of technical bid / financial bid.***
- Bidder should have permission to manufacture the item quoted as per specification given in the bid, from the competent authority. Product permission of *brands* shall be accepted in the Bid submitted.
- Bid should not be submitted for the product/products for which the concern/company stands blacklisted/banned/debarred either by Bid inviting Authority or Govt. of Rajasthan or its departments on any ground.
- The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred by any other State/Central Govt. or its any agencies (Central Procurement Agencies) on the ground of conviction by court of law or the products being found NOSQ.
- 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 product is being found NOSQ by any other State /Central Government or it's any agencies (Central 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.

- If any product/products of a company/firm have been declared as not of standard quality during last 2 years anywhere, such concern/company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have any such product quoted in the Bid, the product shall be blacklisted for 2 years and a penalty equivalent to Bid Security shall also be levied. In such situation, the bid will be considered further only if the amount of penalty is deposited before the completion of technical evaluation.
- The concern/firm/company whose product has been declared NOSQ and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.
- If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same Bid. But a bidder will be allowed to submit only one offer for one product.
- 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.

To be considered for opening of their financial Bid, Bidder needs to submit documents given below:-

The documents are divided into two (02) categories - **For preliminary examinations**, the documents are listed in **Para 2.1.1**. If Bidder fails to submit these documents, then further examination of Bids shall not be done, and the Bid will be rejected.

After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for **Techno-commercial Qualification** based on the documents submission as listed in **Para 2.1.2**.

2.1.1. Preliminary Examination of Bids.

1. Bidder has to submit Letter of Bid as per **Annexure -1**.
2. Bid is accompanied by proof of payment for bid document price, processing fees, empanelment fees (Original copy should be submitted prior to techno-commercial bid submission date).
3. Bid is accompanied by bid security via challan in bank account, bank demand draft, banker's cheque, of a scheduled bank. (Original copy should be submitted prior to techno-commercial bid submission date).
4. For obtaining benefit of lower value of Bid security for MSME or Bidder(s) has submitted relevant document.(Verification from documents to be submitted by the bidder).

2.1.2. Essential Documents for Techno-commercial Examination

- a) Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of Integrity) and that they have not been debarred by any other Procuring Entity/State Government under Section 46 of RTPP Act of The RTPP Act. **(Annexure-4)**
- b) Proof of registration of bidder, by submission of any of the following but not limited to-

Type of Company/Firm	Certificate
Any company, registered/incorporated under 'Companies Act, 1956/2013'.	Valid certificate of incorporation
<u>Proprietorship firm Registration under the Shop and Commercial establishment Act, 1958</u>	Shop Establishment certificate
Partnership firm registered under "The Indian Partnership Act, 1932".	Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership
A limited liability partnership (under the Limited Liability Partnership Act, 2008)	Copy of Certification of Incorporation
<u>Society registered under Societies Registration Act, 1860/Rajasthan Society Registration Act, 1958;</u>	Society registration certificate
<u>Trust Deed registered under The Indian Trusts Act, 1882</u>	Certified copy of the trust deed

- c) Bidder to submit copy of **valid PAN card**.
- d) Bidder to submit **copy of GST certificate along with latest quarterly return** so that it can be verified that there is no overdue tax to be deposited to the Government.
- e) Bidder has submitted documents/literature/data to demonstrate that the offered product meets the Techno-commercial Requirement as per Specification & Standards mentioned in **Schedule of supply for bidders**. The decision of M.D. RMSCL about Technical Suitability of bid would be final and binding.
- f) Copy of valid manufacturing license issued by a competent authority or direct importer holding valid import license should be enclosed.
- g) Copy of MSME (UdyogAadhaar, Udyam registration, Entrepreneurs Memorandum-III Udyam Registration Certificate *or any other relevant certificate, etc.*)
- h) Product permission with reference to the subject matter of procurement
- i) 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 Rule sand 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).
- j) For imported items, the quoted item should have one year market standing in the Indian market . The importing firm should have one year standing as direct importer / manufacturer of **Sanitary Napkins**. Such imported items may be accepted in brand name also. The manufacturer may submit his license

and MSC to establish one year standing. The importer shall submit Bills of Entry at least 1 year old from the date of submission of technical bid. ***The bidder should have manufactured/Imported at least 10% (for MSME unit of Rajasthan 5%) of the one year bid quantity i.e.17.40 crore packets of the quoted item in last financial year i.e. 2021-22.(Annexure -15). The bidder shall submit valid import license for import of the quoted item.***

Explanatory Note:

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

- k) Market standing certificate from Practicing Chartered Accountant with UDIN No. along with an undertaking by the firm that the product is being manufactured from last one year.
- l) Financial Capability will be determined by Average Annual Turnover. The average annual turnover of the bidder (for Sanitary Napkins Business only) shall not be less than **RS. Rs, 20 crore (Rs. twenty crore only)** in the last three financial years (2018-19, 2019-20 2020-21 or 2019-20, 2020-21 & 2021-22). For MSME Units of Rajasthan, the aforesaid average annual turnover (for Sanitary Napkins Business only) in the last three financial years (2018-19, 2019-20 2020-21 or 2019-20, 2020-21 & 2021-22). shall not be less than **Rs. 2 Crore (Rs. two crore)**. The same should be supported by audited annual accounts & certified by a practicing Chartered accountant, based on audited accounts. **However balance sheet and profit and loss account for the year 2021-22 should be audited. No provisional balance sheet and/or provisional profit and loss account would be considered.** The turnover is to be supported by **Size of Operation** of accounts for the past financial years duly certified by the auditor of the Company with UDIN No. **(Annexure-5)**

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 bid should be the amount as per GST Act 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.**
- m) 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 certified by practicing Chartered Engineer / Any relevant competent authority detailed of installed machines and their capacity must be enclosed as per **Annexure-16**

- n) 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-4).
- o) Details of technical personnel with name, qualification and experience who are presently engaged in the manufacturing and testing of Sanitary Napkins

3. Price Comparison

- 3.1 The Procuring Entity will compare the price bids to select the lowest evaluated bid.
- 3.2 There is no option with bidder to submit quote for partial quantity of item.
- 3.3 Discounts of any kind shall not be considered for proposal evaluation.

3.4 Purchase Preference

For items other than reserved items, if MSME firms participating in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of Bid i.e., [F.1(8)/FD/GF&AR/2011 dated 19.11.2015 and Notification No. F.2(1)/FD/SPFC/2017 dated 28.08.18 or any other notification issued GoR]

[As per Finance Department Notification No.F.1(8)/FD/GF&AR/2011dated 19.11.2015 for items not included in Schedule, purchase preference shall be given to local enterprises as follows:

In case, the bidding enterprise from outside the State is adjudged lowest, then purchase preference to local enterprises shall be given in the following manner, subject to fulfillment of all required specifications and conditions of the bid.

MSME: (i) opportunity shall be given to local enterprises to supply 80% of the Bid quantity (with 20% order to be given to the original lowest bid enterprise). Out of this 80%, minimum of 60% would be required to be purchased from the local micro & small enterprises, in case they have also bid, and within this 60%, 4% shall be earmarked for procurement from local micro and small enterprises owned by member of Scheduled Caste or Scheduled Tribe. The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20%, shall be procured from the local medium enterprises in case they have also bid.

(ii) to exercise this option of Purchase Preference for 80% of the bid quantity, in such a situation, a counteroffer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L-1) rate received.

(iii) in case, the lowest local enterprise does not agree to the counter offer as per sub clause (ii) above or does not have the capacity to provide the entire bid quantity, the same counteroffer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. The contract for supply of goods to the enterprises included in the category as mentioned at clause 1(a) may be given to the extent of their capacity by breaking the order in part for procurement of goods, in the manner provided in rule 74 of the Rajasthan Transparency in Public Procurement Rules, 2013.

(iv) in case, a bidder offering to supply the goods is a dealer located in Rajasthan and the bid prices are equal to the rates offered by local enterprises of Rajasthan and the quality and specifications of the goods are the same, the local enterprises shall be given Purchase Preference over such dealer.]

4. Schedule of Supply for Bidders

4.1 Supply Conditions :-

- 4.1.1** 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 centers is annexed at **Annexure-14**
- 4.1.2** 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.
- 4.1.3** All supplies will be scheduled for the period from the date of purchase order till the completion of the rate contract in installments, as may be stipulated in the purchase order.
- 4.1.4** The protocol of the tests should include the requirement given in applicable standards and those required specifically for the product specifications. The Bidder must submit its Test/Analysis report (**Annexure-13**) for every batch of item along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of item will be returned back to the suppliers and he is bound to replenish the same with approved lab test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.
- 4.1.5** 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.
- 4.1.6** If supplies are not fully completed as per stipulated delivery schedule the provisions of liquidated damages as mentioned in the Bid conditions will come into force. The Supplier should supply the item at the destinations specified in the Purchase Order and if the items supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
- 4.1.7** 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.
- 4.1.8** 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.

4.1.9 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, Performance Security of the bidder would be forfeited and other penal action like debarring/disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority as per Guidelines for blacklisting / debarring (**Annexure-17**) may also be taken

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

4.1.11 If at any point of time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.

4.1.12 If a supplier does not supply any quantity against two successive purchase orders then supplier shall be liable for debarment for the particular product for one year. One year period will be reckoned from the date of issuance of such debarment order.

4.1.13 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.

4.1.14 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) The firm shall inform to the RMSCL within 15 days of issuance of such blacklisting / banning / debarring order. If the firm does not inform, then 2% +GST@18% penalty shall be levied on the purchase orders issued between the date of issuance of blacklisting / banning / debarring order to the date of submission of clarification.

(ii) If it is brought to the notice of RMSCL that the similar item of the supplier firm has been found NOSQ (Not of Standard Quality) 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.

4.2 Shelf Life:

The labeled shelf life should normally be same as in product of the firm supplied in trade. However it should not be less than 3 years. The remaining shelf life of the bided item at the time of delivery should not be less than ¾ of the labeled shelf life. In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh items. However, firms supplying Sanitary Napkins with remaining shelf life of 75% or more need not submit such undertaking.

4.3 Quality Assurance:

The supplier shall guarantee that the products as packed for shipment

- (a) comply with all provisions of specifications and related documents
- (b) meet the recognized standards for safety, efficacy and quality
- (c) are fit for the purpose made
- (d) are free from defects in workmanship and in materials and
- (e) the product has been manufactured as per applicable standards.

4.4 List & Specification of Goods:

Sr. No	Code No.	Name of approved item (s) with specification	Packing Unit	Minimum labeled 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 160 mm +_5</p> <p>6. Fluff core/pad length 70 mm± 5</p> <p>7. Thickness of a single pad 9-10 mm</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: 50 ml</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>	6 Sanitary Napkins per packet	36 month	34.80 crore packets

	<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>इस्तेमाल किये हुये सेनेटरी नेपकिन को मोड़कर Disposable Pouch or Wrapper में डाले एवं Disposable Pouch or Wrapper को गोंद लगी पट्टी से बन्द कर सुरक्षित तरीके से कूड़ेदान में डालें।</p>			
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4.5 Inspections and Tests

Sampling of supplied Sanitary Napkins 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 RMSCL after coding). ***The RMSCL will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing & handling 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 Sanitary Napkins to the RMSCL 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 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.

5. Conditions of Contract and Special Conditions of Contract

5.1. Introduction

#	Clause		Sub-Clauses
5.1.1.	Definitions	5.1.1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ol style="list-style-type: none"> i. “RTPP Act” means the Rajasthan Transparency in Public Procurement Act., 2012. ii. “RTPP Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013. iii. “Completion” means the fulfillment of the Goods Supply by the Supplier in accordance with the terms and conditions set forth in the Contract. iv. “Contract” means the contract entered between the Procuring Entity and the successful bidder (Supplier) concerning the subject matter of procurement, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. v. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. vi. “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. vii. “Day” means calendar day. viii. “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. ix. “CC” mean the Conditions of Contract x. “Goods” includes 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; xi. “Procuring Entity” means an entity referred to in Section 3(2) of RTPP Act. for this bid i.e. M.D. RMSCL Jaipur. xii. “Supplier” means the natural person, private or Government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the

#	Clause		Sub-Clauses
			<p>Agreement and includes the legal successors or permitted assigns of the Supplier.</p> <p>xiii. "The Site" where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the Schedule of Supply.</p> <p>xiv. "Sanitary Napkin" means Belt-less Sanitary Napkin with Wings</p>
5.1.2.	Interpretations	5.1.2.1	<p>In the Contract, except where the context requires otherwise.</p> <p>i. words indicating one gender include all genders.</p> <p>ii. words indicating the singular also include the plural and words indicating the plural also include the singular.</p> <p>iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing.</p> <p>iv. "written" or "in writing" means hand-written, type-written, printed, or electronically made, and resulting in a permanent record.</p> <p>v. the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "Bid Document" with "bidding document".</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>

5.2. General

#	Clause		Sub-Clauses
5.2.1.	General Terms	5.2.1.1.	<p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the CC, bidding forms, schedules, appendices, all attachments listed in the agreement</p>
		5.2.1.2.	<p>Amendment</p> <p>No amendment or other variation of the Contract document shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
		5.2.1.3.	<p>Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary,</p>

#	Clause		Sub-Clauses
			supplementary, and mutually explanatory.
5.2.2.	Code of Integrity	5.2.2.1.	<p>The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules and its amendments. Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For this clause, these practices are defined as below:</p> <ol style="list-style-type: none"> 1. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. 2. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. 3. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. 4. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
		5.2.2.2.	<p>The Procuring Entity shall take legal action against the Supplier under Section 11 (3), Section 46 and chapter IV of RTPP Act, if it breaches any provisions of the Code of Integrity or is determined to have engaged directly or through an agent in corrupt, fraudulent, coercive, or collusive practices in competing for or in execution of the Contract.</p>

#	Clause		Sub-Clauses
5.2.3.	Language	5.2.3.1.	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in either Hindi or English as specified in the document. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the document, in which case, for purposes of interpretation of the Contract, this translation shall govern. Language for all correspondence, documentation etc shall be both Hindi or English.
		5.2.3.2.	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5.2.4.	Notices	5.2.4.1.	A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number]. It is regarded as received at the time and on the day it is actually received on any calendar days.
		5.2.4.2.	For the purposes of this clause, a party's address and facsimile number are those(s) as mentioned in the bid by the bidder unless the party has notified a changed address or facsimile number in which case the notice, consent, approval, or other communication must be to that address or number.
			If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.
5.2.5.	Governing Law	5.2.5.1.	The Contract shall be governed by and interpreted in accordance with the laws of the Central Government/ laws of State Government of Rajasthan.
5.2.6.	Specifications and Standards	5.2.6.1.	<p>Technical Specifications and Drawings</p> <ul style="list-style-type: none"> i. The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract. ii. The Goods supplied under this Contract shall conform to the standards mentioned in Schedule of Supply and shall bear such marks. In no case such standards shall be inferior to the relevant updated BIS or international standards.

#	Clause		Sub-Clauses
		5.2.6.2.	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of supply for bidders . During Contract execution, any changes in any such codes and standards shall be applied only after approval by the RMSCL and shall be treated in accordance with Extension of Time clauses .
	(GF & AR Rule 68)	5.2.6.3.	The supply of articles specified in Schedule of Supply shall in addition, conform strictly to the approved samples. The decision of the M.D RMSCL whether the articles supplied conform to the specifications and are in accordance with the samples, if any are there, shall be final and binding on the Supplier.
5.2.7.	Copyright	5.2.7.1.	The copyright in all design, technology, process, drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the supplier or any other third party, shall be with Procuring Entity and Government of Rajasthan.
5.2.8.	Confidential Information	5.2.8.1.	In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.
		5.2.8.2.	The Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		5.2.8.3.	The provisions of Confidential Information shall survive completion or termination, for whatever reason, of the Contract.
5.2.9.	Packing and Documents	5.2.9.1.	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation,

#	Clause	Sub-Clauses
		<p>rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the destination of the Goods and the absence of heavy handling facilities at all points in transit.</p> <p><u>PACKING</u></p> <ul style="list-style-type: none"> • The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause 5.9. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties. • It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof. • All packing containers should be strictly conforming to the specification included in the relevant compendia of standards / BIS. • Packing should be able to prevent damages or deterioration during transit. • 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. • 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). • Instruction must be printed on the packet for the Use and Disposal of Sanitary Napkin. <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

#	Clause		Sub-Clauses
			<p>and not more than two joints.</p> <ul style="list-style-type: none"> • 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></p> <ul style="list-style-type: none"> • Every box should be strapped with two parallel nylon carry straps (they should intersect.) <p><u>LABEL:</u></p> <ul style="list-style-type: none"> • 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><u>OTHERS:</u></p> <ul style="list-style-type: none"> • NO box should contain mixed products or mixed batches of the same product.
		5.2.9.2	<p>The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Schedule of Supply, and in any other instructions ordered by the Procuring Entity.</p>
	(GF & AR Rule 25)	5.2.9.3	<p>In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good, such loss and shortage found at the checking/inspection of the materials by the consignee otherwise it shall be dealt as default in supply. No extra cost on such account shall be admissible.</p>

#	Clause		Sub-Clauses
5.2.10	Insurance	5.2.10.1	The Goods supplied under the Contract shall be fully insured against theft, destruction, or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges shall be borne by the Supplier till supply. Insurance policy shall be valid for 30 days beyond receipt of material.
5.2.11	Transportation	5.2.11.1	The obligations for transportation of the Goods shall be on <u>Delivered Duty Paid (DDP) basis</u> in accordance with the conditions specified in Schedule of Supply for Bidders .
	GF&AR Rule 68 Form 16 (6)	5.2.11.2	In case of Supply from within India, the Goods shall be supplied on <u>Delivered Duty Paid (DDP basis)</u> at locations specified in Schedule of Supply/ Purchase Orders. All transportation charges, local taxes, etc. shall be borne by the Supplier.
5.2.12	Installation, Erection, Training and Commissioning	5.2.12.1	The obligation of Installation, Erection, Training and Commissioning shall be in accordance with the conditions if specified in Schedule of Supply for Bidders.
5.2.13	Samples, Inspections and Tests (GF&AR Rule 5)	5.2.13.1	The Procuring Entity or his authorized representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery <u>prior to/during</u> manufacturing process or afterwards.
		5.2.13.2	The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods as are specified in Schedule of Supply for Bidders and clause no. 5.2.13.9
		5.2.13.3	The Procuring Entity may require the Supplier to carry out any tests and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract.
		5.2.13.4	The Supplier shall provide the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections.
		5.2.13.5	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications stipulations and conditions specified in the Bid

#	Clause		Sub-Clauses
			document. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house and the supplies will be accepted only when the articles conform to the standard of prescribed specifications because of such tests.
		5.2.13.6	The Procuring Entity may reject any Goods or any part thereof that are received but fails to pass any tests and/or trials and/or inspections or do not conform to the specifications and sample(s) supplied with the Bid, if any. <u>The Supplier shall replace such rejected Goods or parts thereof within specified time period, at no cost to the Procuring Entity</u> , and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, if any. <u>If the supplier fails to replace the goods which does not complies the standards as mentioned in the bid, it shall be treated as default in supply and action can be taken as per provisions of the contract.</u>
		5.2.13.7	The rejected articles shall be removed by the Bidder within 30 days of intimation of rejection, after which the Procuring Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Supplier's risk and on his account. If the rejected supply is collected after 30 days, then the procuring entity shall recover from supplier, ground rent charges @ 2% of value of goods +GST@18% per week as ground rent charges from the date of rejection.
		5.2.13.8	The Supplier agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranty/ guarantee or other obligations under the Contract.
		5.2.13.9	<p><u>QUALITY TESTING</u></p> <p>(i) 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. The RMSCL will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing & handling Charges.</p>

#	Clause		Sub-Clauses
			<p>(ii) 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.</p> <p>(iii) 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.</p> <p>(iv) 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</p> <p>(v) Laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol/specifications</p> <p>(vi) 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>
5.2.14.	Change in Laws and Regulations	5.2.14.1	The document provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects any terms & condition of

#	Clause		Sub-Clauses
			bid/contract to the extent that the supplier has thereby been affected in the performance of any of its obligations under the Contract. The impact would be assessed by the MD RMSCL and decision of procuring entity in this regard should be final and binding.
5.2.15	Force Majeure	5.2.15.1	<p>(i) For purposes of this Clause, “Force Majeure” means an event or situation beyond the reasonable control of the Supplier or of the Procuring Entity, as the case maybe, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of God.</p> <p>(ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s employees, experts, sub-consultants/ contractors or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder, scarcity of raw material, power cut, labour disputes etc.</p>
		5.2.15.2	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.
		5.2.15.3	If a Force Majeure situation arises, the Supplier shall promptly but not later than 7 days, notify the Procuring Entity in writing, with reasonable evidence of such condition and the cause and effects thereof, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

#	Clause		Sub-Clauses
		5.2.15.4	In case due to a Force Majeure event the Procuring Entity is unable to full fill its contractual commitment and responsibility, the Procuring Entity shall notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-clauses.
5.2.16	Assignment	5.2.16.1	Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract to the other party. With recorded reasons. Such assignment shall not relieve the Supplier or the Procuring Entity of their respective obligations under the Contract.

5.3. Contract Details

#	Clause		Sub-Clauses
5.3.1	Scope of Supply	5.3.1.1	The Goods to be supplied shall be as specified in Schedule of Supply for bidders
		5.3.1.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
5.3.2	Procuring Entity's Right to extend the period of Rate Contract	5.3.2.1	Procuring Entity's Right to Extend the period of Rate Contract as per Rule 29 (2) (i) of RTPP Rules may be for 03 months on same price, terms, and condition if market prices have not fallen during the period for the subject matter of procurement or its constituents, to be procured under the rate contract. Such extension of Rate Contract period for upto 3 months may be done by the procuring entity without giving any prior intimation and without any mutual consent. As per Rule 29 (2) (a) RTPP Rules , in rate contract NIB an approximate quantity of required goods would be indicated but no minimum quantity is guaranteed.
5.3.3	Procuring Entity's Right to vary quantity	5.3.3.1	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules . If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or other wise and the extra cost incurred shall be recovered from the Supplier.

#	Clause		Sub-Clauses
5.3.4	Procuring Entity's Right to divide quantities among than one bidder at the time of award and earlier into the contract with more than on bidder.	5.3.4.1	<p>Procuring Entity shall have right to divide quantities among more than one technically responsive bidders who matches his rate with the L-1 rate and enter into the contract with more than one bidder.</p> <p>The bid quantity shall be divided 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 If MSME Firm of Rajasthan participated in the bid and matched L-1 rate than quantity will be divided among the bidders as per clause 3.4 of chapter 3 "Price comparison".</p> <p>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.</p>
5.3.5	Delivery	5.3.5.1	<p>Subject to <i>extension of time clauses</i>, the delivery of the Goods and completion of the contract shall be in accordance with the delivery and completion schedule specified in the Schedule of supply for bidders. The details of documents to be submitted along with supplies are as follows:</p> <ol style="list-style-type: none"> i. One original and two copies of the bidder's commercial invoice as per Annexure-12 in name of Procuring Entity, indicating but not limited to the Contract number, Goods description, quantity, unit price, and total amount being claimed. Invoices must be signed in original and stamped or sealed with the company stamp/seal. ii. Two copies of the packing list identifying contents of each package. iii. Original and two copies of Internal Test Analysis Report of the Manufacturer for the items offered iv. Original of bidder's Certificate of Origin covering all items supplied. v. Any other document / requirement of document as per detailed under clause 5.4.2 in "Terms of Payment"

#	Clause		Sub-Clauses
5.3.6	Extensions of Time	5.3.6.1	<ol style="list-style-type: none"> 1. If the supplier requires an extension of time on 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. 2. 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. 3. 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: - <ol style="list-style-type: none"> a) Delay up to one fourth period of the prescribed delivery period – LD (2.5%) b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period – LD (5%) c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – LD (7.5%) d) Delay exceeding three fourth of the prescribed delivery period – LD (10%) <p>Note:-1. Fraction of day in reckoning period of delay in supply period shall be eliminated if it is less than a half day. The maximum amount of LD shall be 10%</p> <p>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</p> <p>Note:-3. If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rates received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be bound to invoice such item so supplied on the lower rates so received in new bids, however penalties as mentioned above shall be applicable.</p>

5.4. Contract Price and Payments

#	Clause		Sub-Clause
5.4.1	Contract Price	5.4.1.1	The Contract Price shall be as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages or any other penalty / charges Levied), price variation, if any there from, as may be made pursuant to the Contract.
		5.4.1.2	<p>Price Fall Clause for Rate Contract(s) as per Rule 29 2 (h) of RTPP Rule 2013 –</p> <p>Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar Supply at a price lower than the rate contract price to anyone 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 7 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. Price fall clause shall be applicable for rate contract for supply of Sanitary Napkins.</p>

#	Clause		Sub-Clause
5.4.2	Terms of Payment	5.4.2.1	<p>The terms of payment of Contract Price shall be Validity only after receipt and acceptance of the material by the procuring entity</p> <p><u>PAYMENT PROVISIONS</u></p> <p>(i) No advance payment towards costs of ordered Sanitary Napkin will be made to the Bidder.</p> <p>(ii) On receipt of the consolidated invoices (Annexure-12) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (Annexure-13)/Report of committee on randomly selected samples, the payment would be made with in 30 days.</p> <p>(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)</p> <p>(iv) All bills/ Invoices should be raised in <u>triplicate</u> the bills should be drawn as per <u>GST Rules / other applicable Rules if any</u> in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW / <u>MCDW</u>:-</p> <p>a. In house test report of Sanitary Napkins.</p> <p>b. The challan / invoice copy pertaining to DDW / <u>MCDW</u></p> <p>(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</p>

#	Clause		Sub-Clause
			<p>shall apply:-</p> <p>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. <i>The minimum penalty shall be Rs 1000/- in case if it comes to less than this amount by calculation.</i></p> <p>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.</p> <p>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).</p> <p>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</p>

#	Clause	Sub-Clause
		<p>the bid document apart from terminating the contract for the default.</p> <p>(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.</p> <p><i>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).</i></p> <p>(vii) (a) In case of any enhancement in <u>GST as per</u> notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional <u>GST</u> 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 <u>GST</u>, the Bidder should produce a letter from the concerned Excise authorities / <u>GST authorities (Central and State)</u> for having paid additional <u>GST</u> on the goods supplied to ordering authority and also must claim the same in the invoice separately. <u>In case of reduction in rates of GST price will be reduced accordingly.</u></p> <p>Similarly if there is any reduction in the rate of essential drug/item as notified by the Govt. <u>(Including NPPA)</u>, 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</p>

#	Clause		Sub-Clause
			<p>structure of the item approved under the Bid.</p> <p>(b) In case of successful bidder has been enjoying <u>GST</u> exemption <u>or</u> any criteria of Turnover etc., such bidder will not be allowed to claim <u>GST</u> at any later point of time, during the currency of contract, when the <u>GST</u> is chargeable on goods manufactured/<u>Supplied</u>.</p> <p>(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.</p> <p>(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.</p> <p>(c) 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:-</p> <p>(1) Delay upto one fourth period of the prescribed delivery period:- 2.5%</p> <p>(2) Delay exceeding one fourth but not exceeding half of the prescribed delivery period:- 5%</p> <p>(3) Delay exceeding half but not exceeding three fourth of the prescribed delivery period:- 7.5%</p> <p>(4) Delay exceeding three fourth of the prescribed delivery period:- 10%</p> <p>Note 1: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p>

#	Clause		Sub-Clause
			<p>The maximum amount of liquidated damages shall be 10%.</p> <p>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</p> <p>Note 3:- If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rates received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be bound to invoice such item so supplied on the lower rates so received in new bids, however penalties as mentioned above shall be applicable.</p> <p>(ix) If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier within 7 days from the date of such incident . The time for effecting delivery may be extended by the Purchaser Purely at his discretion for such period as may be considered reasonable by the Purchaser. The exceptional causes do not include the scarcity of raw material, power cut, labour disputes etc. No further representation from the Supplier will be entertained on this account.</p>
		5.4.2.2	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees only .
		5.4.2.3	Payment in case of those Goods which need trials or testing as specified in Schedule of Supply, shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.

#	Clause		Sub-Clause
5.4.3	Taxes and Duties	5.4.3.1	For Goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity.
5.4.4	Performance Security	5.4.4.1	<p>The Supplier shall, within fifteen (15) days or a period specified in the document, of the Notification of Award, sign the Agreement form (Annexure-7) and provide a Performance Security (Annexure-8) or, where applicable, a Performance Security Declaration (Annexure-9) for the due performance of the Contract for the amount specified in letter of acceptance.</p> <p>The Performance Security shall be denominated in the Indian Rupees only.</p>
		5.4.4.2	<p>The Performance Security as per Rule 75 of RTPP Rules shall be deposited in one of the following forms:</p> <ol style="list-style-type: none"> i. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or ii. Bank guarantee shall be of a scheduled Bank in India in prescribed format (Annexure-8) to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any.
		5.4.4.3	<p>The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <ol style="list-style-type: none"> i. Upon occurrence of Supplier default or fails to make complete supply satisfactorily within the time specified or/and violates any terms and conditions of the bid/contract, the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Supplier default; or ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the supplier would be liable for forfeiture of the Performance Security. iii. If in the judgment of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India 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, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not has not complied with the

#	Clause		Sub-Clause															
			<p>requirement.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>															
5.4.5	Liquidated Damages	5.4.5.1	<p>Except as provided under Force Majeure / Hindrance Clauses and Extension of Time without liquidated damages, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of goods which the Supplier has failed to supply as per Rule 58 of GF&AR (Part II):</p> <table border="1" data-bbox="738 779 1541 1153"> <thead> <tr> <th data-bbox="738 779 794 824">#</th> <th data-bbox="794 779 1449 824">Condition</th> <th data-bbox="1449 779 1541 824">LD %</th> </tr> </thead> <tbody> <tr> <td data-bbox="738 824 794 902">a.</td> <td data-bbox="794 824 1449 902">Delay up to one fourth period of the prescribed delivery period</td> <td data-bbox="1449 824 1541 902">2.5%</td> </tr> <tr> <td data-bbox="738 902 794 981">b.</td> <td data-bbox="794 902 1449 981">Delay exceeding one fourth but not exceeding half of the prescribed delivery period</td> <td data-bbox="1449 902 1541 981">5.0%</td> </tr> <tr> <td data-bbox="738 981 794 1059">c.</td> <td data-bbox="794 981 1449 1059">Delay exceeding half but not exceeding three fourth of the prescribed delivery period.</td> <td data-bbox="1449 981 1541 1059">7.5%</td> </tr> <tr> <td data-bbox="738 1059 794 1153">d.</td> <td data-bbox="794 1059 1449 1153">Delay exceeding three fourth of the prescribed delivery period.</td> <td data-bbox="1449 1059 1541 1153">10.0%</td> </tr> </tbody> </table> <p>Note: Fraction of a day in reckoning period of delay in supplies, shall be eliminated if it is less than half a day.</p>	#	Condition	LD %	a.	Delay up to one fourth period of the prescribed delivery period	2.5%	b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5.0%	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.	10.0%
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d.	Delay exceeding three fourth of the prescribed delivery period.	10.0%																
		5.4.5.2	<p>Whenever any claim against the Supplier for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Security and/or Security Deposit, Security Deposit at the time of enlistment of the Supplier if applicable. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Supplier, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Department on demand the balance remaining dues. The Department shall, further, have the right to affect such recoveries under Public Demands Recovery Act and/ or as arrears of land revenue as per provisions of the Section 53 of the RTPP Act.</p>															

#	Clause		Sub-Clause
A.	Limitation of Liability	1.	Except in cases of gross negligence or willful misconduct: i. neither party shall be liable to the other party for any in director consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and the aggregate liability of the Supplier to the Procuring Entity under the Contract shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

5.5. Termination

#	Clause		Sub – Clause
5.5	Termination for Default	5.5.1	<p>The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules, or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part</p> <ul style="list-style-type: none"> i. If the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension there of granted by the Procuring Entity pursuant to Extension of Time or ii. If the Supplier fails to perform any other obligation under the Contract which is defined as the fundamental breach of contract. Any party to the contract commits a breach of contract that is so fundamental that it deprives the other party to the contract of substantially the whole of contract's benefits is stated to be the fundamental breach of contract. Therefore, any breach of conditions relating to essence of any contract is termed as fundamental breach of contract. Time assigned for completion of contract and the quality of goods, or any other condition of contract are generally the essence of the contract. iii. If the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Clause Code of Integrity, in competing for or in executing the Contract. iv. If in the judgment of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India 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, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement.
		5.5.2	In the even the Procuring Entity terminates the Contract in whole or in part, pursuant to Termination for default by non-supply above, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the

#	Clause		Sub – Clause
			Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
A.	Termination for Insolvency	1.	The Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right to action or remedy that has accrued or will accrue thereafter to the Procuring Entity

5.6 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

5.7 Exclusive Jurisdiction

A.	Jurisdiction of courts	1.	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.
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5.8 Any other Specific Condition

- 5.8.1 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).
- 5.8.2 The details of the required item are shown in **clause 4.4 list and specification of Goods**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination. ***The commitment quantity for an item submitted by the bidder (In Annexure-4) shall be taken in to account and a bidder not having adequate capacity (as reflected in commitment quantity) may be technically disqualified. The monthly commitment quantity should not be less than 3.00 Crore Pieces.***
- 5.8.3 The Bidders should quote the rates for the Sanitary Napkins. However the supply with brand name shall be accepted The strength/size of each product should be as per details given in **clause 4.4 list and specification of Goods**.. Any variation, if found, will result in the rejection of the Bid. Imported product shall be allowed in brand names.
- 5.8.4 Rates (inclusive of **all expenses / charges but exclusive of GST**) should be quoted for door delivery basis according to the unit ordered. Bid for the supply of Sanitary Napkin. 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.
- 5.8.5 (i) 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.
- (ii) 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 5.8.3
- (iii) After the conclusion of Price Bid opening the lowest rate offer would be considered for negotiations and rate arrived after negotiations may be declared as L-1 rate and L-1 supplier for an item of Sanitary Napkins for School/Block/Colleges/Aanganwadi/CDPO Office Level.
- (iv) The Bidder who has been declared as L-1 supplier for certain item or items of Sanitary Napkins shall execute necessary agreement for the supply of the Bided

quantity of such Surgical as specified in the Bid documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders. **Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.**

(v) RMSCL will inform the L-1 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 their rate with L-1 rate for the item quoted by them and the Bidders who agree to match L-1 rate, will be considered as Matched L-1.

(vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, **GST** etc.) of price (L-1 rate).

(vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall inform the RMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of the order, failing which the supplier is stopped from disputing the imposition of liquidated damages, fine for the delayed supply.

(viii) If the L-1 supplier has failed to supply/intimated RMSCL about his inability/delay in supply as per the purchase order, the required Sanitary Napkins within the stipulated time or as the case may be, RMSCL may also place purchase orders with the Matched L-1 Bidder for purchase of the Sanitary Napkins provided such matched L-1 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 the item.

(ix) Subject to para (vii) above, while RMSCL place purchase orders with Matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of Sanitary Napkins will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.

(x) The matched L-1 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 L-1 supplier.

(xi) The supplier shall supply the ordered quantity as per the delivery schedule of Purchase Order before the stipulated period from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happens to be a holiday, the supply should be completed by 5.00 p.m. on the next working day. **The supply period will be 75 days at Anganwadi Kendra/school level and 60 days at Block/College/CDPO office level from the issuing date of purchase order.**

- 5.8.6 The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (**except increase in GST rate** or any other statutory taxes) will not be entertained till the completion of this Bid period.
- 5.8.7 No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him after last date fixed for receipt of bid. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected. **It is further clarified that if a bidder does not fill the column of SGST/CGST/IGST in BoQ (financial bid) and does not quote the basic rates as per unit specified in the bid document than the bid shall be rejected prime face.**
- 5.8.8 Supplies should be made directly by the bidder and not through any other agency.
- 5.8.9 The bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any inspection their Bids will be rejected. ***The firms/companies approved for supply of quoted product /products shall be inspected any time prior/after entering into contract with the firm.***

5.8.10 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.

5 .9 Logorams/Markings

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

DESIGNS FOR LOGOGRAMS

Sanitary Napkin to be supplied with the following logogram and with the word “Rajasthan Govt. Supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed” overprinted and the following logogram in which will distinguish from the normal trade packing. Name of item should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background. The sample can be subjected to any (or all) type of clinical/laboratory test, as is deemed fit by the Bid inviting Authority.



SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY

NOT FOR SALE

Belt-less Sanitary Napkin with wings

CONSTITUENTS OF.....

Name of the Item, Manufactured by, Batch no

Mfg. Date, Exp. Date, Quantity

Net. Weight:.....Kg

Manufactured by:

5. Bidding Forms

6.1. Checklist

Checklist: The Bid must necessarily contain scanned copies of all the filled-up forms of Bid along with self-attested copies of the relevant referred documents as proof.

#	Activity	Annexure Number	Whether submitted Yes / No ¹	Page No.	Remarks, if any
Checklist for Techno-commercial Bid (Documents Establishing the conformity of the Supply of Goods)					
A. Documentation required for Preliminary Examination of Bids as per Rule 56 of RTPP Rules (as listed in Section 2 "Evaluation and Qualification Criteria")					
1.	Letter of Bid, as per Bidding Forms				
2.	Authorisation in favour of the signatory of the Bid authorizing him/her to commit the Bidder, in accordance with ITB Clauses <i>Alternative- An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.</i>				
3.	Proof of Payment of cost of Bid document and Processing fees charges				
(a)	Cost of Bidding document and Processing fees.				
4.	Bid Security or Bid Securing Declaration				
a.	Bid Security for required amount submitted through challan DD / BC				
b.	Bid Securing Declaration submitted as per Bidding Forms				
c.	Validity Date of Bid Securing Declaration (Valid up to 30 days beyond the bids validity as specified.				
B. Essential documentation required for Techno-commercial Examination of Bids (as listed in Section Essential Documents for Techno-commercial Examination					
5.	Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of Integrity) of the RTPP Act and Declaration by the Bidder that they have not been debarred under Section 46 of RTPP Act. If debarred than details provided.				

¹ To be filled by Bidder

#	Activity	Annexure Number	Whether submitted Yes / No ¹	Page No.	Remarks, if any
6.	Proof of registration of bidder, by submission of any of the following- Documents defining the constitution or legal status, place of registration, and principal place of business;				
(a)	Any company, registered/incorporated under 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation)				
(b)	Bidder may be a proprietorship firm – Shop Establishment Certificate				
(c)	Partnership firm (to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership)				
(d)	A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation)				
(e)	Any Society registered under Societies Registration Act, 1860; or Trust registered under The Indian Trusts Act, 1882 (Society registration certificate issued by the office of the Registrar of Cooperatives)				
(f)	Copy of valid PAN card				
(g)	Copy of GST certificate along with latest quarterly return				
(h)	Documents / literature / data to demonstrate that the offered product meets the Technical Requirement as per Specification & Standards mentioned in Schedule of Supply for Bidders				
(i)	In case sample is required to be submitted, whether samples submitted or not				
(j)	Manufacturer authorization [Applicable / Not Applicable]				
(k)	Copy of MSME (Udyogadhaar, <i>Entrepreneurs Memorandum-II</i> /Udyam registration, Any other registration etc.) certification				

#	Activity	Annexure Number	Whether submitted Yes / No ¹	Page No.	Remarks, if any
7.	Technical Documents				
(a)	Certificate that bidder with beneficial ownership from countries sharing land border with India (as per clause 2.1.2(i))				
(b)	Proof of manufacturing / importing of least 10% (For MSME units of Rajasthan 5%) of the one year bid quantity.				
(c)	Manufacturing License				
(d)	Import License, If Item is Imported				
(e)	C.A. Certificate to establish one year market standing				
(f)	Product permission by the licensing authority for product quoted				
(g)	Performance statement				
(h)	The instruments such as power of attorney / resolution of board etc				
(i)	Copies of balance sheet and profit & loss statement for three years				
(j)	Form 'A' affidavit				
(k)	Average Annual Turnover statement				
(l)	Declaration and undertaking (with minimum monthly supply commitment of 3.00 crore pieces of Sanitary Napkins (50 Lac packets having 6 Sanitary Napkins in each packet) to RMSCL				
(m)	undertaking for empanelment				
7.	Any other documents specified in Bidding Forms (if any)				
(a)					
(b)					
8.	Any other documents submitted by the Bidder to strengthen the Bid				
(a)					
(b)					

[Note:

1. Bidder must fill the checklist by mentioning Yes / No in the respective column and remarks if anything to be specifically highlighted.

Appendices

A.1. Appendix – Bidding Forms / Annexures

Annexure Number	Form Name
Annexure-1	Letter of Bid
Annexure-2	Power of Attorney for signing of Bid
Annexure-3	Bid Securing Declaration
Annexure-4	Declaration by the bidder
Annexure-5	Size of Operation (Avg. Annual Turnover)
Annexure-6	Land Border Country Registration Requirement
Annexure-7	Contract form (Agreement Form)
Annexure-8	Performance security (Bank Guarantee)
Annexure-9	Performance security Declaration
Annexure-10	Receipt of supply
Annexure-11	Undertaking for Empanelment
Annexure-12	Supplier consolidated Invoice
Annexure-13	Analytical Report Regarding Quality
Annexure-14	Details of Tentative Beneficiaries and Distribution centers
Annexure-15	Performance Statement
Annexure-16	Details of machines (For Manufacturing of Sanitary Napkins)
Annexure-17	Guidelines for Blacklisting / debarring of product or Company
Annexure-18	Bank Challan
Annexure-19(A)	Purchase preference certificate issued competent authority
Annexure-19(B)	Format of affidavit

Annexure-1

(Ref. clause 2.1.1.1)

Letter of Bid

(To be executed on company/firm letter head - Self-attested)

[NOTE: The Bidder must accomplish the letter of Bid on its Letterhead clearly showing the Bidder's Complete name and address]

Date: _____ NIB No.: _____

To,
The Managing Director,
Rajasthan Medical Services Corporation Ltd.
Jaipur

We, the undersigned, declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders Clause 2.1.3 **[Contents of bidding document]** and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/ We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods: **[insert a brief description of the Goods]**.
- (c) I/ We have submitted **bid document cost** of Rs., **processing fees** Rs. **Empanelment fees** Rs. and **bid security amount** Rs. If I/ We have availed benefit of concessional bid security amount, then I / We have submitted the relevant document along with my bid which is **digitally signed**.
- (d) My/Our Bid consisting of the Techno-commercial Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) My/Our Techno-commercial Bid is in conformity with all the Requirement(s) as per Schedule of Supply
- (f) I/We undertake, if our bid is accepted, to commence work on the Goods and to supply Goods within the respective times stated in the Bidding Documents.
- (g) My/Our firm fulfill all the eligibility criteria mentioned in ITB **[Eligible Bidder and Supply]**
- (h) If our Bid is accepted, we commit to obtain a Performance Security mentioned in letter of acceptance Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied than I agree to submit additional performance security.
- (i) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (j) I/ We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,

- (k) I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name: _____ ***[insert complete name of person signing the bid]***

In the capacity of _____ ***[insert legal capacity of person signing the bid]***

Signed: _____ ***[insert signature of person whose name and capacity are shown above]***

Duly authorized to sign the Bid for and on behalf of _____ ***[insert complete name of the bidder]***

Date: _____ ***[insert date of signing]***

Annexure-2

(Ref. clause 1.4.1)

Power of Attorney for signing of Bid

(To be executed on a Non-judicial Stamp Paper duly notarized)

Know all men by these presents, We.....**[name of the firm and Address of the registered office]**do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. **[name]**, son/daughter/wife of**[name]**..... and presently residing at**[place name]**....., who is presently employed with us and holding the position of**[designation]**..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Supply of " Belt-less Sanitary Napkins with wings" required by **Managing Director Rajasthan Medical Services Corporation Ltd. Jaipur (Rajasthan)** (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For

[Signature, name, designation and Address]

Witnesses:

1.

(Notarized)

2.

Accepted

.....

(Signature)

[Name, Title and Address of the Attorney]

Annexure-3

(Ref. clause 1.3.1)

Bid - Securing Declaration

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

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

NIB No.: [insert NIB number]

To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that we are a [Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.]:

(i) Departments/Boards of the State Government or Central Government; or

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013

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, [insert designation of the Procuring Entity], for the period of [insert number of months or years, as required by the Procuring Entity] starting on [insert 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 BID DOCUMENT"); or
- (b) having been notified during the period of bid validity specified in the BID DOCUMENT, about the acceptance of our Bid by you,
 - i. fail or refuse to execute the Contract Agreement within the time specified in the BID DOCUMENT,
 - ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time specified in the BID DOCUMENT, or

(c) 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]*

Annexure-4

(Ref. clause 2.1.2(a))

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.	Quote d item Code No.	Monthly Capacit y in all shifts in nos.	Annual Productio n Capacity	Monthly supply Commitm ent to RMSCL in nos.	Supply Commitm ent quantity 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(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12/2022/590 Dated: 27.07.2022 for supply Cum rate contract of Sanitary Napkin (Two year Rate Contract ending on 31/08/2024) 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.

16. 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 /
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

Annexure-5

(Ref. clause 2.1.2(m))

Size of Operation (Average Annual Turnover)

(To be executed on CA firm's letter head - Self-attested)

The Annual Turnover (*for Sanitary Napkins Business Only*) of M/s. _____ for the past three years are given below and certified that the statement is true and correct as per the books of records of the above mentioned firm.

S.No.	Years	Turnover in crore (Rs)
1	2018-19	
2	2019-20	
3	2020-21	
Total		Rs. crore
Average turnover per annual		Rs. crore

OR

S.No.	Years	Turnover in crore (Rs)
1	2019-20	
2	2020-21	
3	2021-22	
Total		Rs. crore
Average turnover per annual		Rs. crore

Date:

Signature of Auditor/

Chartered Accountant / firm with Registration

No.

Seal:

(Name in Capital)

UDIN : -----

Telephone Number / Mobile Number : -----

Annexure-6

(Ref. clause 2.1.2(i))

Land Border Country Registration Requirement

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

Name of Bidder _____ NIB Number _____

I/We have read the 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 regarding Provisions for Procurement from a Bidder which shares a land border with India, I/we certify that, bidder M/s _____ (**Name of Bidder**) is

- (i) not from such a country
or
- (ii) if from such a country has been registered with the Competent Authority i.e. as specified in 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. (**Evidence of valid registration by the Competent Authority shall be attached**).

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the bidder]*

Date: *[insert date of signing]*

Annexure-7

(Ref. clause 1.6.6.1)

Contract Form (Agreement Form)

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

AGREEMENT

This Deed of Agreement is made on this _____ day of _____ 2022 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.	Code No.	Name of approved items (S) with specification	Size	Packing Unit	Approve d rate per packing unit
1	2	3	4	5	6

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

hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the Rate Contract for supply of Sanitary Napkin for Rajasthan Medical Services Corporation, **(Two year Rate Contract ending on 31/08/2024) NIB No. F.02(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12/2022/590 Dated: 27.07.2022 and technical bid opened on 18.08.2022** , 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 Sanitary Napkin 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 -- **31/08/2024. If required, period of contract can be extended up to 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 Sanitary Napkin on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

(b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein

contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or

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

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

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

NOTICE ETC, IN WRITING

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

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

4. The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under

designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the Purchaser obtained in first hand.

BANKRUPTCY OF THE SUPPLIER

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

SERVING OF NOTICE ON SUPPLIER

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

Annexure-8

(Ref. clause 1.6.7)

Performance Security

(Bank guarantee)

(To be given by a Scheduled Bank in India)

(To be executed on a non-judicial stamp)

..... **[Bank’s Name, and Address of Issuing Branch or Office]**

Beneficiary: **[Name and Address of Procuring Entity]**

Date:

Performance Guarantee No.:

We have been informed that **[name of the Supplier]**. (hereinafter called "the Supplier") has entered into Contract No. **[reference number of the Contract]**. datedwith you, for the supply of **[name of contract and brief description of the Goods]** (here in after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we **[name of the Bank]**. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of RS.* **[amount in figures]**. (RS..... **[amount in words]**.) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity’s written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , **, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.

Annexure-9

(Ref. clause 1.6.7(iv))

Performance Security Declaration

(To be executed on a non-judicial stamp)

Date: _____ **[insert date (as day, month and year)]**
Contract Name and No.: _____ **[insert name and number of Contract]**
To: _____ **[insert Designation and complete address of Procuring Entity]**

We, the undersigned, declare that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

- (i) Departments/Boards of the State Government or Central Government; or
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ **[insert name of subject matter of procurement]**

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ **[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder in eligible to be awarded a Contract if the performance Security Declaration is to be executed]** starting on the date that we receive a notification from you, the _____ **[Designation of the Procuring Entity]** that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____ **[insert signature of person whose name and capacity are shown]**

In the capacity of: _____ **[insert legal capacity of person signing the Performance Security Declaration]**

Name: _____ **[insert complete name of person signing the Declaration]**

Duly authorized to sign the Contract for and on behalf of: _____ **[insert complete name and address of the Bidder]**

Dated on _____ day of _____ **[insert date of signing]**

Corporate Seal _____

Annexure-10

(Ref. clause 5.4.2.1(iii))

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 : -----

Anganwadi Kendra 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 [S-99 P]	

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:

Annexure-11

(Ref. clause 1.1.8)

UNDERTAKING FOR EMPANELMENT

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

1. That I have applied for empanelment for supply of Sanitary Napkin for the items I have quoted in the bid as enlisted in Annexure –VII
2. That I/We have carefully read all the conditions of Bid in Ref. no. F.02(120)/RMSCL/Proc./Sanitary Napkins(Non Drug)/NIB-12/2022/590 Dated: 27.07.2022 for supply Cum rate contract and empanelment for supply of Sanitary Napkin For Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.
3. That I will be considered empanelled for the items which are declared technically responsive.
4. That I have deposited the required fees for empanelment or previous bid ref no.....

Date

Name & Signature
with Seal

Annexure-12

(Ref. clause 5.3.5.1(i))

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/ School	Ordered Qty.	Invoice/ Challan no.	Date	Packing Size	BATCH NO.	MFG. DT.	EXP. DT.	QUANTITY 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)					

Authorised Signatory

Annexure-13

(Ref. clause 4.1.4)

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**

Annexure-14

(Ref. clause 4.1.1)

Details of Tentative Beneficiaries and Distribution centers

क्रम. स.	विभाग का नाम	कुल वितरण केन्द्रों की संख्या	लाभार्थियों की संख्या	
1	जनजातिय क्षेत्रीय विकास विभाग (विद्यालय)	25	5274	
2	समेकित बाल विकास सेवाएं (आंगनवाड़ी)	60361	11526050	
3	आयुक्तालय, कॉलेज शिक्षा, राजस्थान जयपुर	373	257392	
4	राजस्थान स्कूल शिक्षा परिषद् (उच्च प्राथमिक, माध्यमिक, उच्च माध्यमिक)	34104	2648326	
5	सामाजिक न्याय एवं अधिकारिता विभाग	राज्य महिला संंदन/नारी निकेतन (7)	16	359
		स्वधार गृह (8)	153	6895
		उज्ज्वला गृह (1)		
		बालिका छात्रावास		
		बालिका आवासीय विद्यालय	18	5370
कुल	187	12624		
6	अल्पसंख्यक मामलात विभाग	मदरसे (कक्षा 6 से 8)	395	10548
7	चिकित्सा शिक्षा विभाग (कॉलेज)	16	6391	
8	संस्कृत शिक्षा	जयपुर संभाग	385	12167
		उदयपुर संभाग	172	3964
		जोधपुर संभाग	165	2399
		बीकानेर संभाग	58	4336
		भरतपुर संभाग	93	4276
		कोटा संभाग	105	2807
		अजमेर संभाग	170	3935
		कुल	1148	33884
9	उच्च एवं तकनीकी शिक्षा विभाग	36	2458	
	कुल	96645	1.45 करोड़ लगभग	

Annexure-15

(Ref. clause 2.1.2(k))

PERFORMANCE STATEMENT

Name of Firm :

Year	Item Code No	Name of Item	Total No. of Sanitary Napkins manufactured/ imported (in pieces)	Total No. of Sanitary Napkins sold (in pieces)
1	2	3	4	5

* The figures to be supported by GST Return/ Purchase Order/ Sale Invoices/ Batch manufacturing record (for manufacturer)/ Bill of landing (for importer) and copy of GST return should be enclosed.

The above figures are verified/ certified from the book of Accounts & other records produced before us.

Signature & Seal of the Chartered Accountant

Annexure-16

(Ref. clause 2.1.2(m))

Details of machines

(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

Authorized Signatory (with seal)

Annexure-17

(Ref. clause 4.1.9)

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 atleast 50% of the quantity mentioned in single purchase order and such failure in supply continues for three purchase orders, then supplier firm will be liable for 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 surgicals & sutures items falling in the categories of drugs will also be drawn as per above policy and all of them will be subjected essentially for sterility testing.

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

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

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/FMD/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	0
Total amount ₹					

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

Acknowledgement

For Bank use only

[Signature]

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/FMD/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	0
Total amount ₹					

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

Acknowledgement

For Bank use only

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 10)**

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

A.2. Appendix – e-Procurement Process

The eProcurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enroll themselves through Portal(<https://sppp.rajasthan.gov.in/>)e-Procurement Portal (<https://eproc.rajasthan.gov.in/>) or Procuring Entity's website (, www.rmsc.rajasthan.health.gov.in) edpssrmsc@rajasthan.gov.in For Registration the Digital Signature enrollment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the websitewww.cca.gov.in. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of [website](#) eProcurement System Government of Rajasthan i.e. <https://eproc.rajasthan.gov.in> for hassle_free_bid_submission

A.3. Appendix: Grievance Handling Procedure during Procurement Process (Appeals)

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority M.D. NHM and **Special Secretary**, Medical, Health & Family Welfare, Govt. of Rajasthan.or Second Appellate Authority The Designation and address of the Second Appellate Authority ACS / Principal Secretary/ Secretary, Medical, Health & Family Welfare, Govt. of Rajasthan and Chairman, RMSCL.in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

(1) Filing an appeal

- a. 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 thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, 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:

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:

Provided further that in case a Procuring Entity evaluates the Techno-commercial 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 Techno-commercial Bid is found to be acceptable.

- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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) provisions limiting participation of Bidders in the bidding 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.

(3) Form and procedure of filing an appeal

- a. An appeal 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.

(4) Fee for filing 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.

(5) Procedure for disposal of appeals

- 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 to appeal free of cost.
- d. The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

FORM No. 1

[See Rule 83 of RTPP Rules]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

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

3. Number and date of the order appealed against and name and designation of the officer / authority

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

.....
.....

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature
