Ref. No.: F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022

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: edpssrmsc@rajasthan.gov.in

E-BID FOR RATE CONTRACT CUM SUPPLY AND EMPANELMENT OF SURGICALS (DRUG ITEMS) (Rate Contract for the period ending on 30.09.2024)

!! सर्वे सन्तु निरामयाः!!

LAST DATE OF SUBMISSION OF ONLINE BIDS: 20.09.2022 up to 6.00 PM

DATE AND TIME OF TECHNICAL BID OPENING: 21.09.2022 at 11.00 AM

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
(A Govt. of Rajasthan Undertaking)
Gandhi Block, SwasthyaBhawan, Tilak Marg, Jaipur – 302005, India
Phone No: 0141-2228066,2228064 Website: www.rmsc.health.rajasthan.gov.in
CIN:U24232RJ2011SGC035067 E-mail : edpssrmsc@rajasthan.gon.in

Ref. No.: F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022

Notice Inviting E-Bids

E-bids for rate contract cum empanelment for supply of following items are invited from eligible bidders:-

S. No	Item Name /Description	Ref. No	UBN	Estimated Value Rs. in Crore	LAST DATE OF SUBMISSION OF ONLINE BIDS
1	SURGICALS (DRUG ITEMS)	F.02(124)/RMSCL/Proc./S &S(MD)/NIB-08/2022/651 Dated: 29.08.2022	**MSC2223GLRC00060**	113 Cr.	**20.09.2022 up to 6.00 PM**

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

Executive Director (Procurement)
RMSCL

RAJASTHAN MEDICAL SERVICES CORPORATION LTD., RAJASTHAN

E-BID FOR THE CONTRACT CUM SUPPLY AND EMPANELMENT OF SURGICAL (DRUG ITEMS)
(Rate Contract for the period ending on 30.09.2024)

Bid Reference	F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022
Date and time for downloading bid document	29.08.2022 from 06.00 PM
Pre- bid conference	12.09.2022 at 11.00 AM (RMSC Board Room)
Last date and time of submission of online bids	20.09.2022 up to 06:00 PM
Date and time of opening of Online technical bids	21.09.2022 at 11:00 AM
Estimated Cost	**Rs. 113 Cr.**
Cost of Bid Document	**Rs. 2360/- (including GST @ 18%)**
Cost of Bid Document For MSME Unit of Rajasthan	**Rs. 1180/- (including GST @ 18%)**
RISL Processing Fees	**Rs. 1180/- (including GST @ 18%)**
Empanelment Fee	**Rs. 5900/- (including GST @ 18%)**

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GENERAL INSTRUCTIONS FOR BIDDERS

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

1. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates can be maintained up to bid opening & that your documents are not put to any misuse.
2. In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED(Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.
3. It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.
4. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
5. Quote only for the products for which your Product Permission meets the Bid specifications. Do not quote if it differs with regard to any parameter.
6. Quote rate in BOQ for the packing exactly given in annexure VIII. For example if the packing is given for 12 foils, the rate should be quoted for 12 foils for sutures, and not for 1 sutures, similarly if the packing unit in the bid specifies each piece or a unit in surgical, the rate should be for each piece or a unit in surgical.
7. Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
8. The uploaded product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
9. Upload the Bids on the e-portal well in advance so that failure in uploading can be avoided and no desired document remains un-uploaded.
10. In case there is any suggestion regarding Bid conditions/ specifications/shelf life, strength, packing/turn over etc. The suggestions should be submitted/sent/e –mailed one/two days earlier from the date of pre bid meeting so that the representation of the bidders may be well processed and decision could be taken well in time. **After Pre bid meeting date no representation/ suggestions will be entertained.**
11. If there is any query in Bid document/uploading process, you may contact.
    Sh. Rajesh Gupta, Senior Manager (Proc) Mob. No. 9314078838
    Ph.0141-2228064
    Sh.Sandeep Bhardwaj, Senior Manager (Drug) Mob. No. 9509411477

12. If any condition or term which is contrary to RTPP Act 2012 or RTPP Rules 2013, then provisions of RTPP Act 2012 or RTPP Rules 2013 shall prevail and be binding on bidders.

RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN.

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Bids Inviting Authority** unless the context otherwise requires) invites E-BIDS FOR THE RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF SURGICAL & SUTURES (DRUG ITEMS).

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

(a) E-Bids in two separate bid (Technical bid & Price Bid) will be received till 20.09.2022 up to 06.00 P.M. by the Rajasthan Medical Services Corporation Ltd, for the rate contract cum supply and empanelment for supply of surgical and sutures (Drug Items). **(Rate Contract for the period ending on 30.09.2024)**

(b) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity period for an additional specified period of time. The Bidder may refuse extension of bid validity, and in such a case its Bid security deposit shall not be forfeited.

(c) The Bids will be received on e-procurement web-portal of Govt. of Rajasthan. Every Bidder will be required to pay the following fees:

- Bid form fee Rs. 2360.00 (including GST @18%) (Rs. 1180.00 (including GST @18%) for MSME Units of Rajasthan) for downloading from the website.
- **Bid Security Deposit**
- Processing fee of Rs. 1180 (including GST @18%) of R.I.S.L.

These fee are to be paid through three separate prescribed challans (format enclosed in Annexure- I) in any branch of the Punjab National Bank Account no. 2246002100024414 & IFSC Code no. PUNB0224600 throughout country upto 20.09.2022 upto 06.00 PM or through D.D. / bankers cheque in favour of M.D. RMSCL (Bid document fees and Bid security/ M.D. RISL (Bid processing fees) physically in the office of RMSCL on 20.09.2022 upto 06.00 PM. The bidders shall submit/upload scanned copy of all the challans/DD in Technical Bid. Bids will be opened only after ensuring receipt of Bid document fees along with processing fees and Bid Security Deposit. In the absence of Bid document fees and processing fees and **Bid Security Deposit** the Bids will be rejected and will not be opened. Note:- (I) While the Bid uploading it would be asked on e procurement website about Bid Security, whether it is Rs. 2.00 lacs or Rs. 5.00 lacs , the bidder may mention any option for the purpose of Bid uploading

but has to submit required Bid Security.

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

(d) Those who wish to apply for Empanelment as supplier for Surgical and Sutures are required to deposit separately an Empanelment Fee of Rs 5900 (with GST @18%) (Five Thousand Nine Hundred rupees only) in the form of DD (in favour of MD, RMSCL)/challan before due time and date of bid submission. Please see clause 20 and Annexure-XI in this regard.

2. ELIGIBILITY CRITERIA

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

(b) Average Annual turnover (for Drugs & Medicines including Surgical and sutures Medical Devices Business) in the last three financial years (2018-19, 2019-20, 2020-21 or 2019-20, 2020-21, 2021-22) for surgical items or Medical device Business shall not be less than **Rs. 10 crores.** For MSME Units of Rajasthan, the average annual turnover in the last three financial years (2018-19, 2019-20, 2020-21 or 2019-20, 2020-21, 2021-22) shall not be less than **Rs. 2 crores.** The same should be supported by audited annual accounts & certified by a Chartered Accountant, based on audited accounts.

Explanatory Note:

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

(c) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender, on the date of bid opening. The period of three year shall be counted from the date of issue of Product Permission. In case of imported products, market standing for the product in international market would be considered for establishing eligibility regarding this particular clause of the bidding document.

Also if a bidder is manufacturing a product abroad at various location/ countries and participating in the bid quoting a product being manufactured at a particular place, market standing of the product manufactured at other than the particular place would be considered.

Imported items shall be accepted in brand name also.

(d) Bidder should have permission to manufacture the item Surgical & Sutures quoted as per specification given in the bid, from the competent authority. Product permission of brands shall be accepted in the Bid submitted, but the Bidder has to submit the product permission in generic names at the time of signing of the agreement/before supply.

(e) Bid should not be submitted for the product/products for which the concern/company stands blacklisted /banned/debarred on the date of bid submission either by Bid inviting Authority or Govt. of Rajasthan or its departments on any ground.

The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred on the date of bid submission by any other State/Central Govt. or it's any agencies (central Drugs procurement agencies) on the ground of conviction by court of law or the products being found Not of Standard Quality (NoSQ).

(f) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSCL) or Govt. of Rajasthan or its departments on the date of bid submission, shall not be eligible to participate in the Bid.

The concern/company/firm which stands blacklisted/banned/debarred on the ground of conviction by court of law or the products being found Not of Standard Quality (NoSQ) by any other State /Central Government or it's any agencies (central Drugs procurement agencies) shall also not be eligible to participate in the Bid. For Specific cases regarding other quality issues the purchase committee of RMSCL may decide the case on merit basis.

(g) If any product/products of a company/firm have been declared as not of standard quality, as per Drugs & Cosmetics Act during last 1 years anywhere, such concern/company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have any such product quoted in the Bid, the product shall be blacklisted for 2 years and a penalty equivalent to Bid Security Deposit shall also be levied. In such situation, the bid will be considered further only if the amount of penalty is deposited before the completion of technical evaluation.

(h) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.

(i) 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.

(j) 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.

(k) Monthly minimum committed supply as per Annexure-VII.

3. PRICE PREFERENCE AND PURCHASE PREFERENCE

(i) Price Preference is not applicable as GST which had been made effective from July 1, 2017 in place of VAT.

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

4. GENERAL CONDITIONS

(a) At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify the condition in Bid documents by way of amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority can at his discretion, extend the date and time for submission of Bids.

(b) Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority, i.e. RMSCL

(c) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and Bid Security /Performance Security will be forfeited. Bidders or their representative may also be banned /debarred. Report with police station can also be filed..

5. TECHNICAL BID

The Bidder should furnish the following in technical bid:-

(a) Bidders are allowed the option to quote for anyone item or more items as mentioned in bid (list of surgical proposed to be purchased at Annexure-VIII). The amount of Bid Security Deposit will be Rs. 20,000/- per item of surgical /sutures quoted subject to minimum of Rs.2.00 lacs and maximum of Rs.5.00 lacs .

(b) The bidders shall submit/upload scanned copy of all the challans, D.D./ BC annexed with Technical Bid in proof of deposition/ submission of Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees/ RISL fee may be in form of physical D.D./ BC and should be in favour of M.D. RMSCL (bid document fees and Bid Security Deposit), MD, RISL (bid processing fees).

(c) 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 surgical item mentioned in Annexure-VIII 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 surgical items 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 –XI, The Bidder who have already paid empanelment fees earlier, need not to submit the empanelment fees for the items being quoted in this bid. However the required Annexure-XI must be submitted.

(d) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.

(e) The Bidder should furnish self attested copy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the Bid. The license must have been duly renewed /valid up to date and the **items quoted shall be clearly highlighted (Bid item codes marked against each item)** in the license.

(f) Self attested photocopy of the valid import license if the product is imported. The license must have been renewed /valid up to date. A copy of a valid license for the sale of Surgical and sutures drugs items imported by the firms issued by the licensing authority shall be enclosed.

(g) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed.

(h) Authorization /nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority with photograph and signature in Annexure VII.

(i) Market Standing Certificate issued by the Licensing Authority / competent authority as a Manufacturer for the product for last 3 years (Certificate should be enclosed with list of items) should be enclosed. **Items quoted should be highlighted in the market standing certificate.** For products which have not completed three years after being included / notified as "surgical and sutures drug items ", the market standing of three years shall be established on the basis of records of manufacturing and sale; such records shall be furnished by the bidder. ***The MSC should not have been issued by competent authority more than 2 years old as on the last date of bid submission.*** The firm has to submit with bid, the product permission (from the Licensing Authority) as per bid specifications of the RMSC.

(j) For imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted in token of proof. The importing firm should have 3 years standing as importer / manufacturer of Surgical in general. The manufacturer may submit his license or MARKET STANDING CERTIFICATE to establish 3 years standing; The importer firm may submit Bills of entry, etc of same or other Surgicals to establish the market standing of the firm. The bidder shall submit valid import license for direct import of the quoted item.

(k) Non-conviction Certificate issued by the Drugs Controller of the State or Drugs Controller of the Central licensing authority. It should be recent and not more than one year old.

(l) The Importer should produce WHO-GMP/COPP/FDA of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc. In the case of imported surgicals drugs items, labels and product literature of all quoted products must be submitted.

For items included under medical devices rule 2017 WHO-GMP/GMP/QMS(ISO 13485) will be accepted. In Case of Submission of bid under medical devices license there is no requirement of WHO-GMP/GMP/QMS(ISO 13485)

The Firm will continue to hold WHO-GMP/COPP/GMP Certificate for the product during entire rate contract period of the product. If WHO-GMP/COPP/GMP certificate expires, it is firm's responsibility to inform RMSCL about the same and not to accept any further purchase order till re-issue /renewal of WHO-GMP/COPP/GMP certificate. During the period of non validity of WHO-GMP/COPP/GMP certificate of the firm the rate contract will deemed to be suspended. If the firm fails to inform RMSCL about the expiry of WHO-GMP/COPP/GMP certificate and accept purchase order of RMSCL and later on it comes to the knowledge of RMSCL. In this situation firm shall be liable for a panel action. Product of the firm shall be liable to be debarred for a period of two years from the date of order.

NOTE:- The WHO-GMP/COPP/GMP certificate must not be older than one year from the last date of Bid submission in case validity is not mentioned in the certificate.

(m) Annual turnover statement for 3 financial years i.e. 2018-19, 2019-20, 2020-21 or 2019-20, 2020-21, 2021-22 in the format given in Annexure-III should be certified by the practicing Chartered Accountant.

(n) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2018-19, 2019-20, 2020-21 or 2019-20, 2020-21, 2021-22 duly certified by the practicing Chartered Accountant will have to be submitted with bid.

(o) GST returns file of last 3 month from bid submission date

(p) Details of GST registration. The industries situated in GST free zones will produce the copy of appropriate notification. Bidders has to submit GSTIN number and state where GSTIN registered for every quoted items for which supply will be made (Annexure VII at point no.3)

(q) Undertaking (**as in Annexure-VII**) for embossment of logo on packing of Surgicals as the case may be, as per conditions specified at Clause 14 herein.

(r) Undertaking that the manufacturer has not been debarred/banned, the product never been declared as not of standard quality during last two years, it's manufacturing capacity and other details required on a format mentioned at Annexure- VII.

(s) Details of technical personnel employed in the manufacture and testing of surgicals (Employee Name, Qualification, and Experience) as enclosed in license.

(t) List of items quoted to be shown in the **Annexure- VII** point number 6 with license number written on it.

(u) A Checklist (**Annexure-V**) for the list of documents enclosed with their page number. The documents should be serially arranged as per **Annexure-V**. Every bidder will also be required to submit details of product permission of the quoted item and the desired market standing, in **Annexure- VI.**

(v) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document and quoted items confirm all parameters of specification and required IS standards to be submitted in **Declaration & Undertaking (Annexure-VII point no.12)**

(w) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VII point no. 14

(x) Certificatethat bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. *Declaration by the Bidder (Annexure-6) and if applicable registration certificate issued by the Industries Department, Government of Rajasthan or issued by the Competent Authority of the Government of India.(Verification from documents to be submitted by the bidder).*

(y) An undertaking in Annexure-XI that the bidder wishes to get empanelled as supplier for the quoted items and has submitted the necessary fee for the same. (This is only for those who apply for empanelment also). The bidders who have already paid empanelment fees in previous bid need not to submit the empanelment fee for the items being quoted in this bid. However the required annexure must be submitted.

(z) A copy of PAN issued by Income Tax Department.

(aa) ***All copies submitted should be self attested.***

6. PRICE BID

The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ). **BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only**. **The bidder should quote rate for the mentioned packing unit only.**

7. OPENING OF TECHNICAL AND FINANCIAL BID

(a) The Technical Bid will be scrutinized by Bid evaluation committee.

(b) Technical Evaluation of the Bid will be done in two stages. (i) Technical Evaluation of the Bid will be done on the basis of documents submitted by the bidder. (ii) Evaluation / Examination / Testing of samples of Items. Bids of the item, samples not found technically fit in such evaluation will be declared as rejected / non-responsive.

8. OPENING OF PRICE BID (BOQ)

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

9. PRODUCTION OF SAMPLES

(A) Bidder shall submit 02 sample units of for item code S-136, S-137 item and bidder shall submitted 5 sample units of for item code NES8, NES9, NES10, NES11, NES12, NES13, NES14 free of cost. The items submitted as samples (S-136, S-137, NES8, NES9, NES10, NES11, NES12, NES13, NES14 items only) should be of the same specifications as asked for in the bid. Any deviation from specifications will result in the rejection of the sample. The samples (normal/ regular sales packs of S-136, S-137, NES8, NES9, NES10, NES11, NES12, NES13 and NES14 only) will be used for quality evaluation by the technical evaluation committee. Samples of the items (S-136, S-137, NES8, NES9, NES10, NES11, NES12, NES13, NES14 only) which are supposed to be sterile should be sterile. The decision based on quality evaluation of the sample will be final for the purpose of this tender.

(B) The samples (S-136, S-137, NES8, NES9, NES10, NES11, NES12, NES13 and NES14 only) for evaluation shall be submitted in a separate sealed cover superscripted by "Tender No. _____". The sample (S-136, S-137, NES8, NES9, NES10, NES11, NES12, NES13 and NES14 only) as above shall be submitted on or before the time of depositing Bid Security, or within 3 days of technical bid opening. The bidder should submit, along with the samples, the list of sample items in the given format in **Annexure –XV.** (Enclosed)

NOTE:- Samples should be submitted for S-136, S-137, NES8, NES9, NES10, NES11, NES12, NES13, NES14 **only. Samples of other surgical items are not required.**

10. BID SECURITY

The Bid Security Deposit shall be @ Rs. 20,000/- for each item (For Each code Number, all sub section of a item like (a),(b),(c)…….collectively would be counted as a single item for the purpose of Bid Security calculation) of surgical quoted subject to minimum of Rs. 2.00 Lacs and maximum of Rs.5.00 Lacs. In case Bid Security submitted by the bidder is at the minimum or more but number of quoted items is more than the Bid Security submitted, the quoted items by the bidder will be counted in sequence up to the Bid Security deposited. However without minimum bid security the offer will not be considered at all. Bid Security will not be taken from undertakings, corporation of GoI & GoR. Further, Bid Security will be taken @ Rs. 5,000/- per item of surgical quoted subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 lacs for MSME Units of Rajasthan. They will furnish copy duly attested by gazetted officer of the registration of MSME issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure- II(B) under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (**Annexure-II(B))**. In case Bid Security submitted by the bidder is at the minimum or

more but number of quoted items is more than the Bid Security submitted, the quoted items by the bidder will be counted in sequence up to the number matching the Bid Security deposited. However without minimum Bid Security the offer will not be considered at all.

The Bid Security shall be paid through separate prescribed challan (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 & IFSC Code no. PUNB0224600 throughout country up to **……** or through D.D. / bankers cheque in favor of M.D. RMSCL physically in the office of RMSCL on or before 20.09.2022 upto 6.00 PM. Bid Security Deposit in any other form will not be accepted.

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

11. OTHER CONDITIONS

(1) The orders will be placed by the Managing Director or any officer designated, Rajasthan Medical Services Corporation Ltd, (herein after referred to as Ordering Authority).

(2) The details of the required Surgicals are shown in Annexure-VIII. 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 VII) shall be taken into account. The whole commitment quantity to be supplied during contract period should not be less than estimated bid quantity. As well, the monthly commitment quantity should not be less than 5 % of the whole commitment qty. A bidder having manufacturing capacity less than commitment quantity (either monthly or for whole contract period) may be technically disqualified

(3) Bid has been floated with the **generic names** of Surgical. The Bidders should quote the rates for the generic products. **However the supply with brand name shall be accepted without penalty.** The composition and strength /Size of each product should be as per details given in Annexure-VIII. Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP /USP/BIS/CE marked/US FDA approved. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.

(4) Free on DDWs/MCDWs Rates (inclusive of **all expenses / charges but exclusive of GST)** should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered. Bid for the supply of drugs, medicines, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.

(5) (a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.

(b) Orders will be placed periodically during rate contract period based on the RMSCL's requirement to the firms approved for rate contract as per above clause no. 3 above.

(c) After the conclusion of Price Bid opening, the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of Surgicals for which the Bid has been invited.

(d) The Bidder who has been declared as L-1 supplier for certain item or items of Surgicals shall execute necessary agreement for the supply of the Bided quantity of such Surgicals as specified in the Bid document 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.**

(e) RMSC will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSC web site or e-mail; willing bidders may inform in writing their consent to match with the L-1 rate for the item of the surgical quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.

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

(g) The supplier, on receipt of the purchase orders finds that the purchase orders exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall inform to 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.

(h) If the L1 supplier has failed to supply /intimated RMSC about his inability/delay in supply as per the purchase order, the required Surgical within the stipulated time or as the case may be, RMSC may also place

purchase orders with the Matched L-1 rate Bidder for purchase of the Surgicals, provided such rate matched Bidders shall execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such Bidder is eligible for the placement of purchase orders for the item or items of Surgicals quoted by them.

(i) Subject to para (h) above, while RMSC has chosen to place purchased orders with Matched L1 supplier and there are more than one such matched L1 supplier, then the purchase orders for the requirement of Surgical 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.

(j)The matched L1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the Bid and all provisions of the Bid document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L1 supplier.

(k) The supplier shall supply the ordered quantity as per the delivery schedule of P.O. before the stipulated period from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happens to be a holiday, the supply should be completed by 5.00 p.m. on the next working day.

(6) The rates quoted and accepted will be binding on the Bidder during validity period of the contract and any increase in the price (**except increase in GST rate** or any other statutory taxes) will not be entertained.

(7) No Bidder shall be allowed to claim revision or modification of bid after opening of bid. If any bidder withdraws or modifies its bid after opening of bid the bid security taken from the bidder shall be forfeited. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

(8) The rates should be quoted only for the composition stated in the Bid.

(9) Supplies should be made directly by the bidder and not through any other agency.

(10) The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for

any such inspection, its Bids will be rejected. ***The firms/companies selected to supply the quoted product /products shall be inspected within 3 months after entering into contract with the firm.***

12. ACCEPTANCE OF BID

(1) The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid with reference to various criteria.

(2) Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items of the surgicals Bided for in a Bid without assigning any reason.

(3) Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the currency of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.

(4) The acceptance of the Bids will be communicated to the successful Bidders in writing/through E-mail by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit performance security and the agreement within 15 days from issuance of Letter of Acceptance.

(5) The approved rates of the successful Bidders would be valid as Rate contract and ending on **30.09.2024** ***(w.e.f date of letter of acceptance)*** and **may extend up to 3 months, without any given prior intimation and required mutual consent, if required.**

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

13. PERFORMANCE SECURITY

The Successful Bidders shall be required to pay performance Security Deposit @ 2.5 % of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR. They have to submit a declaration as per Annexure-XVI for performance security. The MSME Units of Rajasthan shall be required to pay Performance security @ 0.5% of the contract value.

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

The performance guarantee should be paid upfront in respect of each contract on or before the due date fixed by Bid inviting authority in the form of Bank Guarantee (Performa given in Annexure XIV) in case the amount exceeds Rs. 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure-1 (the validity of bank guarantee should be for a period of 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**.**

13. **AGREEMENT**

(a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd**. The Specimen form of agreement is available in Annexure-IV, failing to submission of performance security and execution of agreement within 15 days as stipulated, will result in forfeiture of Bid Security Deposit & other consequential action. **A bidder who is found successful in more than one product; he will be intimated through LOA / LOI to execute agreement for all the products / drugs / items. If such bidder will not execute agreement for one or more items, in such situation a penalty equal to minimum bid security i.e. Rs. 2.00 Lacs and in case of MSME Rs. 50000/- shall be imposed and the product for which agreement is not executed shall be debarred for a period of not less than 3 years.**

(b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.

(c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

14 SUPPLY CONDITIONS

(a) Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority.

Surgical and will be supplied at 34 District Drug Warehouses (DDW) at Districts Head Quarters of Rajasthan and 6 Medical Colleges, warehouses of Rajasthan).

(b) Purchase orders will be placed on the successful Bidder at the discretion of the Ordering Authority.

(c) The supplier shall supply the entire ordered quantity before the end of **60 days** from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For Surgical items requiring sterility test and imported ones, the supply period will be **75 days** from the date of issue of purchase order.

(d) All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the purchase order.

(e) The Bidder must submit its Test/Analysis report for every batch of item along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of item will be returned back to the suppliers and he is bound to replenish the same with approved lab test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.

(f) 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.

(g) If supplies are not fully completed as per stipulated delivery schedule in 60 days from the date of the Purchase Order, (75 days for surgical requiring sterility test/imported items) the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Surgical at the Warehouse specified in the Purchase Order and if the ***items*** supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.

(h) **If the supplier fails to execute at least 50% of the quantity mentioned in a Purchase order and such part supply is come into existence in 3 purchase orders during the currency of Contract period, then supplier shall be liable for debarment for the particular product for 2 years. Two years period will be reckoned from the date of issuance of such debarment order.**

(i) If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the item for which the Purchase orders have been placed from any other sources **(such as Public Sector undertakings at their rates, empanelled bidders,**

and bidders who have been technically qualified in the said bid) or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.

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

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

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

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

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

i. The firm shall inform to the RMSC within 15 days of issuance of the blacklisting / banning / debarring order. If the firm does not inform, then 2% penalty shall be levied on the purchase orders issued between the date of issuance of blacklisting / banning / debarring order to the

date of submission of clarification, both dates inclusive, shall be imposed, subject to a maximum penalty of Rs 20000 and a maximum penalty up to Rs.200000 only.

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

(p) Shelf Life**:** The labeled shelf life of item supplied should be not less than the period mentioned against each item in list of items (Annexure-VIII). The remaining shelf life of the surgical at the time of delivery should not be less than ¾ of the labeled shelf life.

(q) Quality Assurance: The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per applicable standards. In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh items. However, firms supplying Surgical (Non Drug Items) with remaining shelf life of 75% or more need not submit such undertaking.

The protocol of the tests should include the requirements given in applicable standards and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of surgical along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of item will be returned back to the supplier who is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.

(r) If a supplier does not supply any quantity against two successive purchase orders than 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.

If a supplier fails to execute first order, without proper justification, a show cause notice may be given to him to respond within 7 days. If it

does not respond or does not give reasonable justification, the corporation may order to L-2 and L-3, for entire failed supply on L-1 matched rate. If L-2 and L-3 matched rates are not available, then only purchase may be made on 'Risk and cost basis' as being done presently. Subject to other condition of Bid documents.

(s) If the supplier fails to execute full supply of the quantity mentioned in a purchase order then a penalty of 15 % of Value of unsupplied quantity shall be charged. Cases of zero supply against a purchase order shall also be dealt with in same manner.

15. LOGOGRAMS /Markings

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

DESIGNS FOR LOGORAMS

Surgicals to be supplied with the following logogram and with the word **"Rajasthan Govt. Supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted and the following logogram in which will distinguish from the normal trade packing. Name of surgical should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

Name of Surgical

CONSTITUENTS OF……..

Name of the Surgicals, Manufactured by, Batch no
Mfg. Month & year, Exp. Month & year, (Shelf Life) Quantity

Net. Weight:……..Kg

Manufactured by:
Date of Sterilization….
Mfg/Import License No

The name of the Surgicals shall be mentioned in Hindi and English and should be legible and be printed prominently. **A uniform colour theme and artwork will be necessary.** Apart from this "F**or Govt. of Rajasthan – Not for Sale** निःशुल्क वितरण हेतु, **QC – Passed"** along with logo of RMSCL will be printed on each item.

1. Bids for the supply for Surgicals shall be considered only if the Bidder gives undertaking in his Bid that the supply will be prepared and packed with the logogram printed on the labels as per the design .All containers have to be supplied in standard packing as required with printed logogram. Affixing of stickers and rubber stamps shall not be accepted.
2. Failure to supply Surgicals with the logogram will be treated as breach of the terms of agreement and damages will be deducted from bills payable as per conditions in Clause 18.2. Bidders who are not willing to agree to conditions above will be summarily rejected.
3. In case of imported surgicals, affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.
4. **In case of Sterilized Medical Devices, the date of sterilization may be given as date of manufacturing of the device.**
5. **If the medical device is made up of stable material such as stainless steel, titanium and supplied non sterile, the date of expiry may not be necessary.**
6. **Label may bear symbols recognized by BIS (Bureau of Indian Standards) or ISO (International Organization of Standards).**
7. **In case of small size medical devices on which information cannot be printed legibly shall include the information necessary for product identification and safety.**

16. PACKING

(a) The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -14. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

(b) It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.

(c) All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS /Act.

(d) **The name of the** surgical **should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.**

(e) It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.

(f) All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act

(g) Packing should be able to prevent damages or deterioration during transit.

(h) In the event of items of surgical and sutures supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the items of surgical and sutures for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 18.2 and 19.

(i)**. SCHEDULE FOR PACKAGING OF SURGICAL & SUTURES GENERAL SPECIFICATIONS:-**

(1) No corrugate package should weigh approx 15 kgs (i.e. product + inner carton + corrugated box).

(2) All items should be packed only in first hand strong boxes only.

(3) Every corrugated box should preferably of single joint and not more than two joints.

(4) Every box should be stitched using pairs of metal pins with an interval of two inches between each pair.

(5) The flaps should uniform meet but should not overlap each other. The flap when turned by 45-60 should not crack.

(6) Every box should be sealed with gum tape running along the top and lower opening.

(j) **CARRY STRAP:**

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

(k) **LABEL:**

(1) Every corrugated box should carry a large outer label clearly indicating that the product is for "Rajasthan Govt. Supply-Not for Sale".

(2) The Product label on the cartoon should be large atleast 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box.

(l) **OTHERS:**

(1) No box should contain mixed products or mixed batches of the same product.

16. **QUALITY TESTING**

(1) Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.

(2) The Surgical and Sutures shall have the desirable properties within the permissible level throughout the shelf life period of the Surgical and

Sutures. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

(3) In the event of the samples of the Surgical & Sutures supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of Surgical & Sutures 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 19.

(4) The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence / other parameters for certain products when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.

(5) The domestic manufactured products should have ISI mark, for the items which are not ISI mark should at least conform to the standards of IP/BP / USP/BIS as the case may be for which laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol. In case, the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported item respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP).

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

17. PAYMENT PROVISIONS

(1) No advance payment towards costs of Surgical & Sutures will be made to the Bidder.

(2) On receipt of the consolidated invoices (Annexure-XII) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (Annexure-XII & XIII), the payment would be made in 30 days.

(3) The in charge of District drug warehouse (DDW) will be required to acknowledge the surgical/sutures received & ensure entry in e-Aushadhi software online.

(4) All bills/ Invoices should be raised in **triplicate** and in the case of excisable Drugs and Medicines; the bills should be drawn as per **GST Rules / other applicable Rules if any** in the name of the authority as

may be designated. The supplier will deliver following document at the time of delivery at DDW/**MCDW**.

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

(5) Payments for supplies will be considered after receipt of reports of standard quality on samples having been tested approved laboratories of ordering authority.

(a) Payments can be initiated if 50% supply has been made against a purchase order by a supplier before expiry of supply period/ extended supply period.

(b) After expiry of supply period/ extended supply period payments for actual supplies made against a purchase order will be made although supplies are less than 50%.

(6) If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

In case the price of a surgical and sutures fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSC contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt.

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

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

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

(8) (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall

apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.

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

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

(a) Delay upto one fourth period of the prescribed delivery period; 2.5%

(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%

(d) Delay exceeding three fourth of the prescribed delivery period. 10%.

Note 1: Bidder should apply for extension before expiry of original supply period mentioned in purchase order. No request will be considered after the expiry of supply period.

Note 2: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.

Note 3: In specific condition, permission for additional delay of 10 days may be granted for supply, in such a case an additional penalty of 5% shall be levied.

Note 4:- If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited is lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.

(9) If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser surely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

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

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

18. **DEDUCTION IN PAYMENTS:**

(a) If the supply is received in damaged conditions it shall not be accepted.

(b) All the Bidder are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Bid conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.**13.8.**

19. **QUALTIY CONTROL DEDUCTION & OTHER PENALTIES:**

(a) If the successful Bidder fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Bid security Deposit deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from **debarring** the supplier. (As per guidelines for debarring at annexure IX including amendment)

(b) If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action against it and the entire stock in such batch should be taken back by the supplier within a period **of 30 days** of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD surgical and sutures/ **ITEMS LISTED UNDER MEDICAL DEVICE RULES 2017** IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD surgical and sutures/ drugs ITEMS **within 90** days after the expiry of **30** days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the Surgical & Sutures rejected till such destruction. **The supplier shall replace the stock of NOSQ goods with fresh goods upon intimation to do so by the ordering authority.**

(c) The supplier will not be entitled to any payment whatsoever for Items of Surgical & Sutures found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of surgical and sutures from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for debarring. (As per guidelines for debarring at annexure IX including amendment)

(d) For supply of Surgical & Sutures of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including debarring/banning. (As per guidelines for debarring at annexure IX including amendment)

(e) The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied surgical and sutures etc., shall be final and bidding.

(f) Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.

(g) For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per PDR Act or other rules.

(h) Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future Bids.

9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.10, Clause 15(h) and in Clause 16.3 the penalty will be imposed on supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier ***and provided further that such amount to be levied as per penalty from supplier on account of non-supply shall not be less than 15% of the value of non-supplied even when rates in alternative purchase method are lower / equivalent to rates in original tender***

10. In all the above conditions, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and biding, in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.

All litigations related to the supplier for any defaults will be settled by Bid Inviting Authority and his decision will be final and bidding. A aaproved bidder may request to appoint an arbitrator to decide a dispute. Fees and other charges payable to arbitrator shall be borne by both porties equally.

12. **In the case of litigation as per court decision/award by arbitrator, if any amount of interest is payable/receivable etc. then RMSC will charge interest@9% per annum simple interest and it will be payable @ 6% per annum simple interest only.**

20. **EMPANELMENT OF FIRMS**

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 surgical item mentioned in Annexure-VIII 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 surgical items 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 -XI.

The empanelment can be renewed for the next one year term on payment of the empanelment fees as applicable at the time of renewal.

21. **SAVING CLAUSE**

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

22. **JURISDICTION**

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

23. **CORRECTION OF ARITHMETIC ERRORS:**

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

(i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.

(iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

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

24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

(i) At the time of award of contract, the quantity of Surgical & Sutures, originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guaranteed against bid quantity. The tender quantity is only indicative. Actual purchase can be more or less than

the bid quantity based on actual consumption in the hospitals during Rate Contract period.

The supplier shall submit the supply commitment quantity in **Annexure VII** at point no 3 which will be used for the cases where the actual purchase quantity tends to increase substantially from the bid quantity.

(ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

(iii) However a bidder is bound to supply up to quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

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

The bid quantity shall be fixed in following manner-
L-1(Single Bidder)100%
Between L-1 and Rate Matched Firm-1in the ratio of 60:40
Among L-1, Rate Matched Firm-1 and 2in the ratio of 50:25:25

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.

26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

(i) Filling an appeal

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

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

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

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

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

(iv) **Appeal not to lie in certain cases**

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

(a) Determination of need of procurement;

(b) Provision limiting participation of Bidders in the Bid process

(c) The decision of whether or not to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

(v) **Form of Appeal (Annexure- IX)**

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

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

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

(vi) **Fee for filling appeal**

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

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

(vii) **Procedure for disposal of appeal**

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy

of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

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

Authority, as the case may be, shall,-

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

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

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

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

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

Any person participating in a procurement process shall-

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

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

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

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

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

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

g) Disclose conflict of interest, if any; and

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

Conflict of interest:-

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

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

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

a. Have controlling partners/shareholders in common; or

b. Receive or have received any direct or indirect subsidy from any of them; or

c. Have the same legal representative for purposes of the Bid; or

d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired0 by the Procuring Entity as engineer-incharge/ consultant for the contract.

28. FALL CLAUSE

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

29. APPLICABILITY OF RULES

Besides above conditions the provisions of RTPP Act 2012 & RTPP Rule 2013 will be applicable.

Managing Director
Rajasthan Medical Services Corporation

Annexure - 1

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

Bank Copy

punjab national bank

DIST. NO.

Branch

Institute Name: Rajasthan Medical Services Corporation, Jaipur

Institute ID: RMSCJ - A/c No. 2246002100024414

Date of Deposit: DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

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

Mobile No.

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹ 0 0 0 0 0 - 0 0

Total amount ₹ -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch

Institute Name: Rajasthan Medical Services Corporation, Jaipur

Institute ID: RMSCJ - A/c No. 2246002100024414

Date of Deposit: DD MM YY

DETAILS OF THE SUPPLIER

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

Mobile No.

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹ 0 0 0 0 0 - 0 0

Total amount ₹ -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

ANNEXURE-II (A)
(Ref. Clause no .3 (1,2))

Form A

(Apply in Duplicate)

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

To,
The General Manager
DIC, District…….

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

Serial No	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

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

13. List of Testing Equipments installed

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

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

a. Benefits depositing Bid Security and Performance Security:

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

b. Details of Supply orders received:

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

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

Date

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

CERTIFICATE

(See clause 3(2))

File no. _____

Date_____

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

Office Seal

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

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

ANNEXURE-II (B)
Clause No.8

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

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

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

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

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

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

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

VERIFICATION

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

DEPONENT

ANNEXURE-III
Ref. Clause No. 5 (m)

ANNUAL TURN OVER STATEMENT

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

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

OR

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

Date:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal:
(Name in Capital)

UDIN :

ANNEXURE-IV
Ref. Clause No. 12 (a)

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	Approved 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 Surgical & Sutures for Rajasthan Medical Services Corporation, **(Two year Rate Contract ending on 30.09.2024) (NIB No. .:** F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022**)** and **technical bid opened on 21.09.2022**), 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 Surgical 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 **30.09.2024, .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 hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the surgical and sutures 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

1. 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

2. 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)

1.
2.

Witness

1.
2.

ANNEXURE – V
Ref. Clause No. 5 (u)

Check List

Section	Details of requirement	Document Type	Yes/No If Yes Page No.
A	**BID SECURITY DEPOSIT, RISL Fess, Bid Processing Fees, Empanelment Fees.**	Challan/DD/ e–deposit generated receipt of Bid Security Deposit, bid fee and RISL fee and MSME certificate for exemption with Annexure-II	
B	**Technical documents**	Manufacturing License	
		Manufacturing License renewal /validity certificate	
		Non Conviction Certificate issued by the Drugs (Central and State)	
		QMS Certificate	
		Import License, if imported.	
		Sale License, in the case of imported drugs	
		Copy of record of import to establish 3 years market standing, if imported.	
		Product Permissions by the Licensing Authority for each and every product quoted	
		Market Standing Certificate issued by the licensing Authority	
		Annexure-VI Check List Of Details Regarding Products Quoted	
C	**Other Documents**	Documentary evidence for the constitution of the company / concern	
		The instruments such as power of attorney resolution of board etc	
		Copies of balance sheet & profit loss account for three years	
		GST registration and Proof of GST Return	
		Copy of PAN	
		Annual Turnover Statement	
		Annexure-VII Declaration and Undertaking	
		Annexure-XI Undertaking For Empanelment	
		Annexure -XV Land Border Country Registration Requirement	
		Annexure –XVI Performance Security Declaration	

Annexure – VI
Clause : 2(c), 5(u)

Check list of details regarding products quoted
Product permission and Marketing Standing as per condition 5 (i)(j)(u)

Sr. No.	Quoted Item / Code no.	Product permission enclosed on page no.	Date of product permission / Approval	Product permission of product Generic / Branded	Specification as per code No. Yes/ No	As per MSC product Mfg & Mkd since last 3 years		
						Page No.	Yes/ No	Date of Issue
1								
2								
3								
4								
5								

Annexure – VII
Clause 5

Declaration & Undertaking

Ref. No.: .: F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022

(On Non-Judicial Stamp Paper of Rs 500/- Self Attested)

I Name……. S/o……. Age…….. Prop./Partner/Director/ Power of attorney holder of firm M/s……..situated at (Complete address of Mfg. unit)…….bearing medical device license issued on dated……..valid/Renewed up to……..do here by declare on oath as follows:-

1. That none of the quoted Surgical manufactured by us since grant of above drug license have been found as of spurious or adulterated quality and no case in this regard is pending in any court.
2. That the quoted product is manufactured/imported by us, and none has been declared as "Not of standard quality" during last two years.
3. That we have following Commitment of quantity in our plant at above address:-[**Ref. Clause No. 24(i)]**

S. No.	**Quoted item Code No. & Name of surgical**	**Monthly Capacity in all shifts in nos.**	**Annual Production Capacity**	**Monthly supply Commitment to RMSC in nos.**	**Supply Commitment quantity during rate contract period(not be less than estimated bid quantity)**	**Estimated Bid Quantity as per Annexure VIII**	**GSTIN Number & Name of state where GSTIN registered**
1.							
2.							

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 spurious or adulterated by any other State /Central Government or its any agencies (central Drugs procurement agencies). **But my firm is blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below----------(Write 'NIL' if no such matter exists)**

5.That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license. 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 we have been granted product permission by the State Licensing Authority for manufacture of quoted products as per the details given below:-

S. No.	Code No.	Name of the Product	Date of product permission obtained from the Licensing Authority	Whether Endorsement is in Generic or Trade Name	Issuing Licensing Authority	Own manufacturing / Loan Licensee (Please mention)	Manufacturing /import License Number for Quoted item
1							
2							

7. That we have over three years experience in the manufacture of the quoted product or the quoted imported product has over 3 years market standing.
8. That we have own in-house testing laboratory wherein all the tests required w.r.t. the quoted products are carried out.
9. **That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of Surgical & Sutures.**
10. That we hereby confirm that we have deposited all the VAT/Sale Tax/ **GST & filling returns as applicable** as on……..With the department. **central excise / State commercial department** is due on M/s……as on……..
11. That I will supply the Surgical & Sutures per the designs **given in Bid clause no 14 and** as per the instructions given in this regard.
12. That I/We have carefully read all the conditions of Bid in Ref. no. **Ref. No**.: .: F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022 for E-Bid for supply Cum rate contract of Surgical and Sutures (Two year Rate Contract ending on **30.09.2024**) 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 or Performance security and blacklisting/Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated at the time of inspection and not complying the conditions as per Medical Device Rules 2017 of the said Act ***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. l/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 (for drugs and medicines including Surgical and sutures Business).

17. Our complete address for communication……
……
……
……Pin…….
E-mail address : - ……...
Phone No. /Mobile No……
PAN of the firm ……..

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 –VIII

Clause- 5(a), 9(2,3)

List of Items with Specifications

Sr.no	Code No.	Name of approved item (s) with specification	Packing Unit	Minimum labelled Shelf life (In months)	Class As per Medical Device Rules 2017	Tender Quantity
1.	S-3	Asepto Syringe with Transparent Bulb Sterile, 60 ml	Piece	36 months	Class B	7946
2.	S-43(i)	Endotracheal Tube, Plain - Size 6.5mm • Transparent • Standard 15 mm connector at proximal end • Radio-opaque line throughout the length • Tip suitable for nasal and oral intubation • Single use, sterile	Each piece	36 months	Class B	21576
3.	S-43(j)	Endotracheal Tube, Plain - Size 7mm • Transparent • Standard 15 mm connector at proximal end • Radio-opaque line throughout the length • Tip suitable for nasal and oral intubation • Single use, sterile	Each piece	36 months	Class B	23840
4.	S-43(k)	Endotracheal Tube, Plain - Size 7.5mm • Transparent • Standard 15 mm connector at proximal end • Radio-opaque line throughout the length • Tip suitable for nasal and oral intubation • Single use, sterile	Each piece	36 months	Class B	22288
5.	S-43(l)	Endotracheal Tube, Plain - Size 8mm • Transparent • Standard 15 mm connector at proximal end • Radio-opaque line throughout the length • Tip suitable for nasal and oral intubation Single use, sterile	Each piece	36 months	Class B	16474
6.	S-43(m)	Endotracheal Tube, Plain - Size 8.5mm • Transparent • Standard 15 mm connector at proximal end • Radio-opaque line throughout the length • Tip suitable for nasal and oral intubation • Single use, sterile	Each piece	36 months	Class B	13232
7.	S-44(a)	Endotracheal Tube, Cuffed - Size 4mm • Soft cuff towards the distal end • Kink resistant inflation tube • Murphy eye at distal end with polished smoothness • Radio-opaque line • Standard 15 mm connector • Sterile, single use • Curved shaped blister pack – suiting the shape of product	Each piece	36 months	Class B	20190
8.	S-44(b)	Endotracheal Tube, Cuff - Size 4.5mm • Soft cuff towards the distal end • Kink resistant inflation tube • Murphy eye at distal end with polished smoothness • Radio-opaque line • Standard 15 mm connector • Sterile, single use • Curved shaped blister pack – suiting the shape of product	Each piece	36 months	Class B	21634

Sr.no	Code No.	Name of approved item (s) with specification	Packing Unit	Minimum labelled Shelf life (In months)	Class As per Medical Device Rules 2017	Tender Quantity
9.	S-45	Tracheostomy Tube (PVC), Plain, Sterile, Single Use - All Sizes • Soft flexible flange at for easy fixation • 15 mm connector at terminal end which can be rotated in 360 degree direction • Non-irritant • Radio-opaque line	Each Piece	36 months	Class B	3326
10.	S-46	Tracheostomy Tube (PVC), Cuffed, Sterile, Single Use - All Sizes • Soft flexible flange at for easy fixation • 15 mm connector at terminal end which can be rotated in 360 degree direction • Non-irritant • Radio-opaque line • Balloon with non return valve	Each Piece	36 months	Class B	9304
11.	S-98	Bone cement with antibiotics,fast and slow setting	40 GM PACK	36 months	Class C	8352
12.	S-136	Chemotherapy Port &Non-coring needles(Adult) • Valved catheter need only saline flush, catheter with intermediate size port with small septum and silicon filled suture holes, should be MRI compatible with cathlock radio-opaque ring. 8FR with silicon material with peel apart percutaneous introducer system. • Chemo port huber needle 20g and 22g.	Each piece	36 months	Class B	470
13.	S-137	Chemotherapy Port &Non-coring needles(Pediatric) • catheter need only saline flush, catheter with intermediate size power port with large septum and silicon filled suture holes, should be MRI compatible with cathlock radio-opaque ring. 6FR with silicon material with peel apart percutaneous introducer system • Chemo port huber needle 20g and 22g.	Each piece	36 months	Class B	350
14.	NE32A	Specifications of Bed side Leucodepletion Filters for Blood Transfusion:-(For one unit of red cell) 1. Filters should be able to leuco-deplete red cells form leukocyte contamination separately for 1 unit of red cells and for 2 units of red cells each. 2. Filters should be having the capacity of log 4 reduction (99.99%) 3. Filters should not carry any charges it should be neutrally charged. 4. Filters material should be polyester woven / non-woven. 5. Leukocytes should be consistently averaging less than 0.5x105 residual leucocytes for one unit of red cell and 0.2*106 for two units of red cell. RBC recovery should be averaging more than 90%. 6. Filters should have hard / soft housing for optical monitoring. 7. Filtration loss should not be more than 35 ml for one unit red cell. 8. Should have integrated ≥ 40 μm, micro aggregate filter. 9. Should be US FDA/ European CE Certified.	40 Filters per Box	24 months	--	25000

Sr.no	Code No.	Name of approved item (s) with specification	Packing Unit	Minimum labelled Shelf life (In months)	Class As per Medical Device Rules 2017	Tender Quantity
15.	NE32 B	Specifications of Bed side Leucodepletion Filters for Blood Transfusion:-(For two unit of red cell) 1. Filters should be able to leuco-deplete red cells form leukocyte contamination separately for 1 unit of red cells and for 2 units of red cells each. 2. Filters should be having the capacity of log 4 reduction (99.99%) 3. Filters should not carry any charges it should be neutrally charged. 4. Filters material should be polyester woven / non-woven. 5. Leukocytes should be consistently averaging less than 0.5x105 residual leucocytes for one unit of red cell and 0.2*106 for two units of red cell. RBC recovery should be averaging more than 90%. 6. Filters should have hard / soft housing for optical monitoring. 7. Filtration loss should not be more than 35 ml for one unit red cell. 8. Should have integrated ≥ 40 µm, micro aggregate filter. 9. Should be US FDA/ European CE Certified.	40 Filters per Box	24 months	--	20000
16.	NES7	Dockable red cell filter 1. The predeposit storage leucodepletion filter for the leucodepletion of whole blood packed cells. 2. Filtration of whole blood and red cells must be completed for >90% of bags within 45 minutes from time at which flow of blood into the filter is opened. 3. The filter should be able to reduce the final count of leucocyte in the product to <5×10^6 per bag. 4. The filtration process should not reduce red cell to less than 85% of the initial red cell mass percentage of haemolysis<1%. 5. Usable with blood of core temperature in the range 4°C-30°C. 6. Filter material should be highly porous polyurethane/polyester material to ensure quality of red cell during filtration. 7. Filter should have a Pre filter 200micro meter to ensure two step filtration of blood . 8. Filter housing: Material should be polycarbonated with housing volume of max 40ml. 9. Bag should be sterilized by Beta irradiation. 10. The device should have drip chamber with by pass and one way valve to remove air inside the bag. 11. Transfer bag should be attached and have minimum 300ml capacity. 12. Each Dockable filter should be in a separate casing to maintain integrity and shape of the filters. 13. Market standing of more than 4 years. 14. Should have expiry of more than 18 months at the time of supply. 15. Product labels should barcoded as per ISBT128. Secondary packing and shipping cartoons should be barcoded as per GSI-28.	40 Filters per Box	24 months	--	5000
17.	NES8	Single Blood Bags {350ml) General Specifications Annexure- XVI and Specification in Annexure-XVII	Each Piece	24 months	--	150000
18.	NES9	Double Blood Bags with SAGM (350ml) General Specifications Annexure- XVI and Specification in Annexure-XVIII	Each Piece	24 months	--	200000

Sr .no	Code No.	Name of approved item (s) with specification	Packing Unit	Minimum labelled Shelf life (In months)	Class As per Medical Device Rules 2017	Tender Quantity
19.	NES10	Double Blood Bags with SAGM (450ml) General Specifications Annexure- XVI and Specification in Annexure-XIX	Each Piece	24 months	--	200000
20.	NES11	Triple Blood Bags with SAGM (350ml) General Specifications Annexure- XVI and Specification in Annexure-XX	Each Piece	24 months	--	75000
21.	NES12	Triple Blood Bags with SAGM (450ml) General Specifications Annexure- XVI and Specification in Annexure-XXI	Each Piece	24 months	--	75000
22.	NES13	Quadruple Blood Bags with SAGM (350ml) General Specifications Annexure- XVI and Specification in Annexure-XXII	Each Piece	24 months	--	40000
23.	NES14	Quadruple Blood Bags with SAGM (450ml) General Specifications Annexure- XVI and Specification in Annexure-XXIII	Each Piece	24 months	--	40000
24.	S-138	Core biopsy instrument with compatible co-axial needle (Automatic disposal) Should be bevel tip.Should have adjustable penetration depth of 18mm and 25 mm with automatic and semi-automatic firing modes in single instrument/gun. Should have fire ready indicator to reduce the risk of premature instrument firing.Should have advanced Echogenic Technology for enhanced visibility in ultrasound. Should be available with compatible coaxial needle in a single kit. Instrument / Gun Size: 18 Gauge, 16cm with Coaxial Needle Size: 17 Gauge, Total Cannula Length 12.9cm.	Each Piece	24 months	--	19200
25.	S-139	Disposable bone marrow biopsy needle Should have ergonomic two- piece T-handle design. Should have trocar tapered stylet point for easy coring of bone.Should have triple crown cannula tip with 6 cutting cannula facets.Should be available with marrow acquisition cradle with sample size verification marking. 11Gauge, 4 inch Length	Each Piece	24 months	--	10080
26.	S-140	Eyelid occlusion dressing Should have width of 3.5 to 4.0 cm & Length of 9.5 to 10.0cm, Dual Zonel with Central Zone as Transparent window, Material-100% polyurethane Clear Film layer, Made up of Polyester Non-Woven Fabric, Latex Free, Solvent based Acrylic adhesive, A set of 2 sterile dressing , CE Certified.	Each Piece	24 months	--	480000
27.	S-141	Eye pressure shield Should be made up of Soft Foam and Rigid Plastic Shield, Length of 178 to 185 mm and width of 83 to 88mm, Foam Thickness of 17 to 19mm. Plastic Type Triton TX-2001, Enough holes on Nasal rib and either side of the shield to prevent condensation, Weight not more than 50gms, CE Certified.	Each Piece	24 months	--	480000

ANNEXURE-IX
Ref. Clause No. 13, 16 & 19

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 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	**Thermo labile**
Minor	Up to 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.

ANNEXURE-X
Clause 26
FORM NO. 1 [See rule 83 of RTPP]

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

Appeal No..... of.....
Before the..... (First/Second Appellate Authority)

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

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

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

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

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

6. Ground of appeal:
.....
.....
.....
.....
..... (Supported by an affidavit)

7.
Prayer:
.....
...
.....
...
Place.....
Date.....

Appellant's Signature

ANNEXURE-XI
Clause 1(d), 5(y), 20

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 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 Surgical & Sutures for the items I have quoted in the tender as enlisted in Annexure –VII
2. That I/We have carefully read all the conditions of Bid in Ref. no. .: F.02(124)/RMSCL/Proc./S&S(MD)/NIB-08/2022/651 Dated: 29.08.2022 for E-BID supply Cum rate contract and empanelment for supply of Surgical & Sutures 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.

Date

Name & Signature with Seal

Annexure-XII
Clause No.17.2

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 -08AAFCR2824M1Z3

Purchase Order No.: ……..
Date: ……..

Name of Item/Description: …….

Surgical and Suture Code (RMSC) : ……

S.No	Name of DDW	Odered Qty.	Invoice/ Challan no.	Date	Packing Size	BATCH NO.	MFG. DT.	EXP. DT.	QUANTITY Supplied in No. (Batch wise)	Basic Rate (without **GST**)	Basic Amount (without **GST**)	GST Amount	Total Amount (12+13)
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Remarks:		
	Total Basic Amount	
	Rate of (%) **GST(CGST)**	
	Rate of (%) **GST(SGST)**	
	Rate of (%) **GST(IGST)**	
	Total GST Amount **(CGST, SGST, IGST)**	
	Grand total (Basic Amount + GST Amount)	

Authorized Signatory

Annexure-XIII

Clause No.17.2

Analytical Report Regarding Quality

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

Authorised Signatory

Annexure-XIV

Ref. Clause No. 11

Performance Security form (Bank guarantee)

To

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

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Letter of Acceptance) No…….dated……2022 to supply……(Description of Goods) hereinafter called "the Contract".

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

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

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

This Bank guarantee is payable at Jaipur Branch ……

This guarantee is valid until the……day of……2024……...

Signatures and Seal of Guarantors

Date……..……

Address:……
……

Note:- The validity of bank guarantee should be for 36 months from the date of issuance of Bank Guarantee.

ANNEXURE-XV
Ref Clause No.8.1

PROFORMA FOR SUBMISSION OF SAMPLES

NIB No. _____

Name of Bidder _____

Address _____

_____

S.No	Item Code	Name of the Item with specification	Brand Name	Normal/ regular sales packs		Manufacturing Licence no / Import Licence no.
				Qty	Batch No.	

Station : **Signature and Seal**
Date :

Note : Bid item codes marked against each item is mandatory.

ANNEXURE-XVI

Technical specifications of Blood Bags for use in licensed Blood Banks:

The material ***"Transparent polymer- Polyethylene, PE"*** is found acceptable for inclusion for use as a secondary packaging in blood bags specifications in addition to Aluminium Foil subject to it being included in the licensing of the product under Drugs and Cosmetics Act/Rules and/ or Medical Devices Rules 2017.

It was also agreed to continue with the residual shelf life of 314^{th} as per existing specifications and not modify it to 516^{th} for blood bags. The committee found the existing specifications suitable for further procurement without any other modifications.

The above has been incorporated and the reviewed revised specifications as approved by the Committee are given below:

General specifications:

(a) Plastic Blood Bags should meet all the standards as laid down in ISO 3826, for the manufacturers have to produce documentary evidence from the laboratories approved by Government of India.

(b) Bio-compatibility of the material of the plastics blood bags must be certified by the manufacturer and must be supported by the test reports of the following.

1. Cell culture cyto-toxicity
2. Hemolysis
3. Systemic infections (acute toxicity)
4. Sensitization
5. Intra-cutaneous injection (irritation)
6. Pyrogen test
7. Sterility

(c) To assess quality of stored blood, manufacturer should provide documented evidence of following Bio-chemical parameters of blood stored in CPDA/CPDA- 1/CPD-SAGM containing DEHP plasticized PVC blood bags manufactured by the company on $28^{th}/35^{th}/42^{nd}$ day of storage. The parameters are:

1. Plasma pH
2. ATP(% of initial volume)
3. 2,3-DPG (% of initial volume)
4. Plasma K+ (mEq/L)
5. % of viable red cells (24 hours post transfusion)

6. DEHP leaching (mg/100ml).
7. DEHP should not be more than 0.01% w/v in the PVC.

(d) All internal reports of manufacturer pertaining to the quality of blood bags must be provided along with each batch and a copy of the same should be available with each box/ carton of blood bags.

(e) All supportive documents, test reports and certificates provided in compliance to specifications should not be older than three years from the date of tender publication.

(f) The plastic blood bag should have a shelf-life of minimum 2 years. Stability reports from a recognized laboratory must be produced.

(g) Slit present at the bottom of the bag should be "adequate to hang the blood bag during transfusion".

(h) Packing size of goods: Individual plastic blood bags should be packed in a plastic pack, 1-10 bags should be packed in aluminium foil pack/Transparent Polymer- Polythelene, PE. The label of the aluminium foil/Transparent Polymer-Polythelene, PE pack should read as 'Aluminium foil/Transparent Polymer-Polythelene, PE pack once opened, the bags should be used within ten days. Ten such aluminium foiled packs/Transparent Polymer-Polythelene, PE should be packed in the corrugated boxes which should indicate clearly and legibly the name of the manufacturer, name of the product, batch number, quantity, date of manufacturing, date of expiry, gross and net weight and consignee's name and address and other particulars as required. It should also mention "storage temperature not to exceed 30°C". It should be the responsibility of the manufacturer to ensure proper transportation of the consignment of blood bags in temperature controlled conditions.

(i) External sterility of the plastic blood bags should be ensured. The outer surface should be moisture free.

(j) Each carton should contain:

- A copy of test reports.
- A certificate mentioning " Blood may be collected up to the expiry date marked on the label which will be compatible with shelf life of components prepared as per required standards"

(k) Satisfactory Report from reputed Government users for last two years to be provided.

(I) At least five bags should be provided for the technical evaluation at the time of quotation.

(m) Should have a needle protection device to reduce the risk of needle stick injury which is easy to use with needle protector permanently sleeved over the needle once removed from the venepuncture site prior to disposal

(n) Disposal of the blood bags should be possible through modalities as per Biomedical Waste Management Rules 2016 as amended from time to time.

(o) In case of imported / indigenous manufacturers the product should be licensed under the provision of Drugs & Cosmetics Act and Rules and / or Medical Devices Rules 2017 in India.

(p) Lab Report from Authorized Laboratory should not be more than 5 years old, including the latest Report.

ANNEXURE-XVII

Blood Bag Specifications

Single Blood Bags (350ml)

In addition to the general specifications, the following technical specifications were approved by the Committee:

Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity: Single blood bag - 350 ml

Design and shapes:

1. Flexible pre-sterilized
2. Non-pyrogenic
3. Non-toxic, non-haemolytic, biocompatible material
4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5. Slit on the both sides of the bags should be enough to accommodate 5-10 ml volume test tubes.
6. The capacity of the bag should be enough to prevent any ballooning/ rupture of the bag from the seam when it is filled up with the requisite volume of blood.

Tubing of bag:

1. Flexible non-kinking
2. Non-sticking
3. Transparent
4. Leak-proof
5. The minimum length of tubing from primary bag to needle should be 80 cm.
6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear.
7. A clamp should be provided for closed system.

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp, regular and smooth margins and bevelled tip
3. Rust proof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed

6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual &Aluminum/Transparent Polymer-Polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag.
2. Easy to handle

Anticoagulant and preservative solution:

1. CPDA/CPDA-1: The quantity of anticoagulant/ pre (49 ml/ 63 ml.)
2. Clear &colorless
3. No discoloration on storage at room temperature
4. Manufacturer to supply anticoagulant quality check certificate

Label:

1. Non-peel off
2. Heat sealed/ pressure embossed labels
3. Remain attached between room temperature to 4°C with a transparent adhesive
4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag
5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least ¾th of the total shelf life.

ANNEXURE-XVIII

Double Blood Bags with SAGM (350ml)

In addition to the general specifications, the following technical specifications were approved by the Committee:

Blood collection bags made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (Polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

- Double blood
  Primary bag-350ml
  One satellite bag (300ml)

Design and shapes:

1 Flexible pre-sterilized
2 Non-pyrogenic
3 Non-toxic, non haemolytic, bio compatible material
4 No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5 Slit on the both sides of the bags should be enough to accommodate 5-10ml volume test tube.
6 The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with requisite volume of blood.

Tubing of bag:

1 Flexible non-kinking
2 Non-sticking
3 Transparent
4 Leak-proof
5 The minimum length of tubing from primary bag to needle should be80cm
6 The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear.
7 A clamp should be provided for closed system

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp, regular and smooth margins and beveled tip
3. Rustproof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed
6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edge soft he protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual and Aluminum/Transparent polymer- polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag
2. Easy to handle

Anti coagulant and preservative solution:

1. CPDA/CPDA-1:The quantity of anti coagulant/pre(49ml/63ml.)
2. Clear and colorless
3. No dis coloration on storage at room temperature.
4. Manufacturer to supply anti coagulant quality check certificate.

Labels:

1. Non-peel off
2. Heat sealed/pressure embossed labels.
3. Remain attached between room temperature to 40°C with a transparent adhesive.
4. Date of manufacturing, date of expiry and lot no. must be mentioned on each bag.
5. The expiry date should beat least 2years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least $3/4^{th}$ of the total shelf life.

Resistance to distortion:

Filled to normal capacity

- Bag shall with stand a acceleration of 5000 gm for 30 min at temperature 4°C to 24°C without becoming permanently distorted
- Bag should be able to with stand temperature upto-80°C without breackage.

Diversion pouch with multiple sampling device:

- For the safe in line blood sampling
- Diversion pouch and Luer adapter holder to be integrated with the primary collection

ANNEXURE-XIX

Double Blood Bags with SAGM (450ml)

In addition to the general specifications, the following technical specifications were approved by the Committee:

Blood collection bags made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (Polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

- Double blood
  Primary bag-350ml
  One satellite bag (300ml)

Design and shapes:

1 Flexible pre-sterilized
2 Non-pyrogenic
3 Non-toxic, non haemolytic, bio compatible material
4 No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5 Slit on the both sides of the bags should be enough to accommodate 5-10ml volume test tube.
6 The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with requisite volume of blood.

Tubing of bag:

1 Flexible non-kinking
2 Non-sticking
3 Transparent
4 Leak-proof
5 The minimum length of tubing from primary bag to needle should be80cm
6 The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear.
7 A clamp should be provided for closed system

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp, regular and smooth margins and beveled tip
3. Rustproof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed
6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edge soft he protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual and Aluminum/Transparent polymer- polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag
2. Easy to handle

Anti coagulant and preservative solution:

1. CPDA/CPDA-1:The quantity of anti coagulant/pre(49ml/63ml.)
2. Clear and colorless
3. No dis coloration on storage at room temperature.
4. Manufacturer to supply anti coagulant quality check certificate.

Labels:

1. Non-peel off
2. Heat sealed/pressure embossed labels.
3. Remain attached between room temperature to 40°C with a transparent adhesive.
4. Date of manufacturing, date of expiry and lot no. must be mentioned on each bag.
5. The expiry date should beat least 2years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least $3/4^{th}$ of the total shelf life.

Resistance to distortion:

Filled to normal capacity

- Bag shall with stand a acceleration of 5000 gm for 30 min at temperature 4°C to 24°C without becoming permanently distorted
- Bag should be able to with stand temperature upto-80°C without breackage.

Diversion pouch with multiple sampling device:

- For the safe in line blood sampling
- Diversion pouch and Luer adapter holder to be integrated with the primary collection

ANNEXURE-XX

Technical Specifications of Triple Blood Bags 350ml. (with SAGM)

In addition to the general specifications, the following technical specifications were approved by the Committee:

Triple Blood Bags 350ml. (with SAGM)

Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

Triple blood bag

Primary bag - 350 ml

First Satellite bag (of 300 ml capacity) with additive solution for red cell storage upto 42 days

Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days

Design and Shapes:

1. Flexible pre-sterilized
2. Non-pyrogenic
3. Non-toxic, non-haemolytic, biocompatible material
4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5. Slit on the both sides of the bags should be enough to accommodate 5-10 ml volume test tubes.
6. The capacity of the bag should be enough to prevent any ballooning/ rupture of the bag from the seam when it is filled up with the requisite volume of blood.

Tubing of bag:

1. Flexible non-kinking
2. Non-sticking
3. Transparent
4. Leak-proof
5. The minimum length of tubing from primary bag to needle should be 80 cm.
6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear.
7. A clamp should be provided for closed system.

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp regular and smooth margins and bevelled tip
3. Rust proof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed
6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual &Aluminum/ Transparent Polymer-Polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag.
2. Easy to handle

Anticoagulant and preservative solution:

1. CPD: (49 ml for 350 ml/ 63 ml for 350 ml.) in primary bag
2. SAGM (78 ml/100 ml) in first satellite bag
3. Clear &colorless
4. No discoloration on storage at room temperature
5. Manufacturer to supply anticoagulant quality check certificate

Label:

1. Non-peel off
2. Heat sealed/ pressure embossed labels
3. Remain attached between room temperature to 4°C with a transparent adhesive
4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag
5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least ¾th of the total shelf life.

Resistance to distortion:

Filled to normal capacity,

- Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°C to 24°C without becoming permanently distorted
- Bag should be able to with stand temperature up to -80°C without breakage

Diversion pouch with multiple sampling devices:

- For the safe inline blood sampling.
- Diversion pouch and Luer adapter holder to be integrated with the primary collection
- tube for maintaining sterility of the collected blood and sample collection
- The sampling pouch should be of 20- 35ml capacity
- It should be easy to insert Vacuum tubes for blood sampling.

ANNEXURE-XXI

Technical Specifications of Triple Blood Bags 450ml.(with SAGM):

In addition to the general specifications, the following technical specifications were approved by the Committee:

Triple Blood Bags 450ml. (with SAGM)

Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

Triple blood bag

Primary bag - 450 ml

First Satellite bag (of 300 ml capacity) with additive solution for red cell storage upto 42 days

Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days

Design ands apes:

1. Flexible pre-sterilized
2. Non-pyrogenic
3. Non-toxic, non-haemolytic, biocompatible material
4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5. Slit on the both sides of the bags should be enough to accommodate 5-10 ml volume test tubes.
6. The capacity of the bag should be enough to prevent any ballooning/ rupture of the bag from the seam when it is filled up with the requisite volume of blood.

Tubing of bag:

1. Flexible non-kinking
2. Non-sticking
3. Transparent
4. Leak-proof
5. The minimum length of tubing from primary bag to needle should be 80 cm.
6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear.
7. A clamp should be provided for closed system.

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp regular and smooth margins and bevelled tip
3. Rust proof

4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed
6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual & Aluminum/ Transparent Polymer-Polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag.
2. Easy to handle

Anticoagulant and preservative solution:

1. CPD: (49 ml for 450 ml/ 63 ml for 450 ml.) in primary bag
2. SAGM (78 ml/100 ml) in first satellite bag
3. Clear &colorless
4. No discoloration on storage at room temperature
5. Manufacturer to supply anticoagulant quality check certificate

Label:

1. Non-peel off
2. Heat sealed/ pressure embossed labels
3. Remain attached between room temperature to 4°C with a transparent adhesive
4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag
5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least ¾th of the total shelf life.

Resistance to distortion:

Filled to normal capacity,

- Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°C to 24°C without becoming permanently distorted
- **Bag should be able to with stand temperature up to -80°C without breakage**

Diversion pouch with multiple sampling devices:

- For the safe inline blood sampling.
- Diversion pouch and Luer adapter holder to be integrated with the primary collection
- tube for maintaining sterility of the collected blood and sample collection
- The sampling pouch should be of 20- 35ml capacity
- It should be easy to insert Vacuum tubes for blood sampling.

ANNEXURE-XXII

Technical Specifications of Quadruple Blood Bags 350ml. (with SAGM)

In addition to the general specifications, the following technical specifications were approved by the Committee:

Quadruple Blood Bags 350ml. (with SAGM)

Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

Quadruple blood bag:
Primary bag - (350ml. ml) with top and top
First Satellite bag (of 300 ml. capacity) with additive solution for 42 days red cell storage
Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days
Third Satellite bag (of 300 ml capacity)

Design and Shapes:

1. Flexible pre-sterilized
2. Pyrogen free
3. Non-toxic, non-haemolytic, biocompatible material
4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5. Slit on the both sides of the bags should be enough to accommodate 5 - 10 ml volume test tubes.
6. The capacity of the bag should be enough to prevent any ballooning/ rupture of the bag from the seam when it is filled up with the requisite volume of blood.

Tubing of bag:

1. Flexible non- inking
2. Non-sticking
3. Transparent
4. Leak-proof
5. The minimum length of tubing from primary bag to needle should be 80 cm.
6. The tube should have multiple printed ID/Segment number. The number should be legible and clear.
7. A claim should be provided for closed system.

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp regular and smooth margins and bevelled tip
3. Rust proof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed
6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual &Aluminum/ Transparent Polymer- Polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag.
2. Easy to handle

Anticoagulant and preservative solution:

1. CPD: (49 ml for 350 ml/ 63 ml for 350 ml.) in primary bag
2. SAGIVI (78 ml for 350 ml/100 ml for 450 ml) in first satellite bag
3. Clear & colorless
4. No discoloration on storage at room temperature
5. Manufacturer to supply anticoagulant quality check certificate

Label:

1. Non-peel off
2. Heat sealed/ pressure embossed labels
3. Remain attached between room temperature to 4°C with a transparent adhesive
4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag
5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least ¾th of the total shelf life.

Resistance to distortion:

Filled to normal capacity

- Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°C to 24°C without becoming permanently distorted
- Bag should be able to withstand temperature u to -80°C without breakage

Diversion pouch with multiple sampling device: –

- For the safe inline blood sampling
- Diversion pouch and Luer adapter holder to be integrated with the primary collection
- tube for maintaining sterility of the collected blood and sample collection
- The sampling pouch should be of 20- 35ml capacity and length of 350 mm from Needle hub to U Connector.
- Easy to insert Vacuum tubes during blood sampling

ANNEXURE-XXIII

Technical Specifications of Quadruple Blood Bags 450ml. (with SAGM):

In addition to the general specifications, the following technical specifications were approved by the Committee:

Quadruple Blood Bags 450ml. (with SAGM)

Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

Quadruple blood bag:
Primary bag - (450 ml) with top and top
First Satellite bag (of 300 ml. capacity) with additive solution for 42 days red cell storage
Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days
Third Satellite bag (of 300 ml capacity)

Design and Shapes:

1. Flexible pre-sterilized
2. Pyrogen free
3. Non-toxic, non-hemolytic, biocompatible material
4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags).
5. Slit on the both sides of the bags should be enough to accommodate 5 - 10 ml volume test tubes.
6. The capacity of the bag should be enough to prevent any ballooning/ rupture of the bag from the seam when it is filled up with the requisite volume of blood.

Tubing of bag:

1. Flexible non- inking
2. Non-sticking
3. Transparent
4. Leak-proof
5. The minimum length of tubing from primary bag to needle should be 80 cm.
6. The tube should have multiple printed ID/Segment number. The number should be legible and clear.
7. A claim should be provided for closed system.

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp regular and smooth margins and bevelled tip
3. Rust proof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed
6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.
7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.

External Port:

1. Tamper proof and shouldn't be re-capped
2. Easily accessible

Package:

1. Protective dual packaging (Individual &Aluminum/ Transparent Polymer- Polythelene, PE) eliminating microbial contamination on surface maintaining the contents of the bag.
2. Easy to handle

Anticoagulant and preservative solution:

1. CPD: (49 ml for 350 ml/ 63 ml for 350 ml.) in primary bag
2. SAGIVI (78 ml for 350 ml/100 ml for 450 ml) in first satellite bag
3. Clear & colorless
4. No discoloration on storage at room temperature
5. Manufacturer to supply anticoagulant quality check certificate

Label:

1. Non-peel off
2. Heat sealed/ pressure embossed labels
3. Remain attached between room temperature to 4°C with a transparent adhesive
4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag
5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least ¾th of the total shelf life.

Resistance to distortion:

Filled to normal capacity

- Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°C to 24°C without becoming permanently distorted
- Bag should be able to withstand temperature u to -80°C without breakage

Diversion pouch with multiple sampling devices: –

- For the safe inline blood sampling
- Diversion pouch and Luer adapter holder to be integrated with the primary collection
- tube for maintaining sterility of the collected blood and sample collection
- The sampling pouch should be of 20- 35ml capacity and length of 350 mm from Needle hub to U Connector.
- Easy to insert Vacuum tubes during blood sampling

Annexure-XV
(Ref. clause 5(x))

Land Border Country Registration Requirement

(To be executed on a non-judicial stamp paper valued Rs. 50/-)

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-XVI

(Ref. clause 13)

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 _____