

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.**

(A Govt. of Rajasthan Undertaking)

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

Tel No: 0141-2228066, 2228064, E-mail: [rmsc@nic.in](mailto:rmsc@nic.in),

[edprocurement@gmail.com](mailto:edprocurement@gmail.com)

**SINGLE SOURCE PROCUREMENT OF DRUGS AND  
MEDICINES FROM NOVARTIS HEALTHCARE PVT. LTD.**



!! सर्वे सन्तु निरामया:!!

LAST DATE OF SUBMISSION OF ONLINE BIDS	05.03.2020 & 06.00 PM
DATE AND TIME OF OPENING OF ONLINE TECHNICAL BIDS	06.03.2020 & 11.00 AM

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

**“Mukhyamantri Nishulak DavaYojana”**

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

Phone No: 0141-2228066 , 2228064 Fax No. 0141-2228065 Website: <http://rmsc.health.rajasthan.gov.in>  
CIN:U24232RJ2011SGC035067 E\_mail : [edprocurement@gmail.com](mailto:edprocurement@gmail.com), and [rmsc.health.rajasthan.gov.in](http://rmsc.health.rajasthan.gov.in)

Ref. No.: F.02( 280)/RMSCL/PROCUREMENT/DRUG/SINGLE SOURCE /NIB-05/2020/327  
DATED:-26.02.2020

**Notice Inviting Bid**

Bid are invited upto 6.00 PM 05.03.2020 on single source basis as per RTPP Act 2012 section 31(1) (a)and RTPP Rules 2013 17(2) from Novartis Healthcare Pvt. Limited.

**Executive Director (Procurement)  
RMSCL**

## **1. Detail specification:-**

S.N.	Code No.	Name of Item with specification	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. (No. of tabs, caps, ampoules, bottles, injections etc.)
1.	NE32	Ribociclib 200mg	21 Capsules	24	3000
2.	NE33	Nilotinib 150mg	4 Capsules	36	1200
3.	NE34	Nilotinib 200 mg	4 Capsules	36	3000
4.	NE35	Pazopanib 200mg	30 Tablets	24	1500
5.	NE36	Pazopanib 400mg	30 Tablets	24	1500
6.	NE37	Eltrombopag 50mg	14 Tablets	48	6000
7.	NE38	Eltrombopag 25mg	14 Tablets	48	3000

## **2. Conditions**

- (a). Bidder should be a direct importer holding valid import licence.
- (b). **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).**
- (c) **The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSCL) or Govt. of Rajasthan or its departments on the date of bid submission, shall not be eligible to participate in the Bid. 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.**
- (d) If any product/products of a company/firm have been declared as not of standard quality, as per Drugs & Cosmetics Act during last 2 years anywhere, such concern/company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have any such product quoted in the Bid, the product shall be blacklisted for 2 years and a penalty equivalent to Bid Security Deposit shall also be levied. [Penalty should be minimum and maximum as per bid security given in clause 8 ] In such situation, the bid will be

considered further only if the amount of penalty is deposited before the completion of technical evaluation.

- (e). 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.
- (f) Attested photocopy of the valid import licence in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported. The licence must have been renewed /valid up to date. A copy of a valid licence for the sale of Drugs imported by the firms issued by the licensing authority shall be enclosed.
- (g) Non-conviction Certificate issued by the Drugs Controller of the State. It should be recent and not more than one year old.

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

### 3. **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.

- 1. 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.

### 4. **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 drugs Bided for in a Bid without assigning any reason.
- 3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance of Bid and also has the right to reject the Bid or terminate/cancel

the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.

4. The acceptance of the Bids will be communicated to the successful Bidders in writing by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit PERFORMANCE SECURITY and agreement but not later than 15 days.

## **5. PERFORMANCE SECURITY**

**The Successful Bidders shall be required to pay performance Security Deposit @ 5% of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR. The MSME Units of Rajasthan shall be required to pay Performance security @ 1% 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 VII) 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 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.**

## **6. 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 period from the date of Letter of acceptance / Letter of intent or within extended period by the Bid Inviting Authority, i.e. the Managing Director, Rajasthan Medical Services Corporation Ltd. The Specimen form of agreement is available in Annexure-I. Failing to submission of performance security and execution of agreement within stipulated period

as above, 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 e.i. 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.

## **7. SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. 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 RMSCL, the supply should be completed by 5.00 p.m. on the next working day. For drug items requiring sterility test and imported ones, the supply period will be **75 days** from the date of issue of purchase order.
2. All supplies will be scheduled for the period from the date of purchase order till the completion of the bid in installments, as may be stipulated in the purchase order.
3. **Shelf Life:** The labeled shelf life of drugs supplied should be not less than the period mentioned against each item in list of Drugs (Detail Specification). The remaining shelf life of the drugs at the time of delivery should not be less than  $\frac{3}{4}$  of the labeled shelf life. Only those bidders shall quote who can manufacture and supply the product with the required shelf life. The product of labeled shelf life lesser than required shelf life will not be accepted. The product should not have such storage condition requiring it to be stored below 2°C.

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 WHO-GMP.

In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh goods. However, firms supplying drugs with remaining shelf life of 75% or more need not submit such undertaking.

4. The protocol of the tests should include the requirements given in I.P for tablets and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs will be returned back to the supplier and he is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied and the placebo material when demanded for the purpose of testing.
5. The Drugs and medicines 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. **Firm will also ensure that supply with same batch number should not be repeated in subsequent purchase orders.**
6. If supplies are not fully completed in **60 days** from the date of the Purchase Order (**75 days** for drugs of the category of serum, vaccine, enzymes, blood grouping reagents, biological products, powder for injections and imported drugs), the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
7. **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 three Purchase orders during the currency of contract period, then supplier shall be liable for debarment for the particular product for two years. Two years period will be reckoned from the date of issuance of such debarment order.**

8. The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like blacklisting/Debarring disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. . (As per guidelines for blacklisting/ debarring at annexure- III including amendment)
9. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
10. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire. storm, tempest or other exceptional cause, on a specific request made by the Bidder before expiring of supply period, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes. Reasons must be beyond control of supplier.
11. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of “Customs” or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidder Inviting Authority.
12. If the supplier, or any of its approved items gets debarred/banned/blacklisted in any state after entering into agreement with RMSCL, it shall be the responsibility of the supplier to inform RMSCL without any delay about the same.
  - i. In case the Firm is black listed/debarred/banned after submission of bid document, it should inform the RMSCL within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform the RMSCL within stipulated time, a penalty amounting

to @ two per cent of purchase orders issued between the date of blacklisting /debaring/banning and the date of informing to RMSCL, both dates inclusive, shall be imposed, subject to a minimum penalty of Rs 20,000 and a maximum penalty up to Rs 2,00,000 only.

- ii. If it is brought to the notice of RMSCL 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.

**13. 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.**

## **8. PACKING**

1. 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.
2. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other paediatric oral liquid preparations.
3. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
4. Injection vials should have flip off seals.
5. All plastic containers should be made of virgin grade plastic.
6. The name of the drug 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.
7. 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.
8. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.
9. Packing should be able to prevent damages or deterioration during transit.

10. In the event of items supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier. 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 DRUGS AND MEDICINES GENERAL SPECIFICATIONS**

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

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

Every corrugated box should preferably be of single joint and not more than two joints.

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

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

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

### **CARRY STRAP:**

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

### **OTHERS:**

NO box should contain mixed products or mixed batches of the same product.

## **II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS/CAPSULES/PESSARIES**

1. The total weight of the box should be approx of 7-8 Kgs.

## **III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml AND BELOW 1 LIT.**

1. All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.

## **IV. SPECIFICATION FOR IV FLUIDS**

Each corrugated box may carry maximum of only 24 bottles of 500 ml in a single row or 50 bottles of 100 ml in 2 rows with individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

## **V. SPECIFICATION FOR LIQUID ORALS**

100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply.

50 bottles of 100 ml – 120 ml may be packed in a similar manner in a single corrugated box.

If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

## **VI. SPECIFICATION FOR OINTMENT/CREAM/GELS PACKED IN TUBES:**

No corrugated box should weigh more than 7-8 Kgs.

Every Ointment/Cream/Gel tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

## **VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)**

Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 Kgs.

In the case of 10 ml Ampoules or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad.

In case of ampoules every grey board box should carry 5 amps alongwith Cutters placed in a polythene bag.

Vials of eye and ear drops should be packed in a individual cartoon with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

Cutters are not required with ampoules in the case of snap off type ampoules.

## **9. 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 RMSCL will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.

2. The Drugs shall have the active ingredients within the permissible level throughout the shelf life period of the drug. 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 Drugs and medicines 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 drugs and medicines 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 for certain critical drugs 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 products should conform to the standards of IP/BP / USP as the case may be. 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 drugs 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 RMSCL Headquarter. Such requirement will however be indicated in the purchase order.

## **10. PAYMENT PROVISIONS**

1. No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and analytical laboratory report regarding quality, the payment would be made in 30 days positively. (Annexure- XII & XIII)
3. The in charge of district drug warehouse (DDW) will acknowledge the drugs 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 by approved laboratories of ordering authority.**
  - (i) **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.**
  - (ii) **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 drug fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSCL contract price, the supplier shall be bound to make the supplies of such items at price fixed by the 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.

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

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

**Note 3:-** If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited are 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 before expiry of supply period indicated in P.O , 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.

#### **11. DEDUCTION IN PAYMENTS:**

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

#### **12. QUALITY CONTROL DEDUCTION & OTHER PENALTIES:**

1. If the successful Bidder fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Bid security Deposit deposited by him

along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from blacklisting/ debarring the supplier. (As per guidelines for blacklisting/ debarring at annexure III)

2. (i) If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days from the issue of letter from ordering authority the information of which may be communicated by e- mail. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD drugs within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the drugs rejected till such destruction.

The Supplier shall replace the stock of NOSQ goods with fresh goods upon intimation to do so by the ordering authority.

- (ii) **If RMSCL decides not to return the NOSQ drugs to supplier and decides to destroy NOSQ drugs at its level, then provision of demurrage charge will not apply. Means, if RMSCL writes to supplier to take back NOSQ drugs, then demurrage provision as per 12(2)(i) will be applied and if does not write to take back and decides to destroy drugs at its own level, then demurrage charge provision as per 12(2)(i) will not be applied.**

3. The supplier will not be entitled to any payment whatsoever for Items of drugs 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 drugs from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for Black Listing. (As per guidelines for blacklisting/ debarring at annexure III including amendment)
4. For supply of drugs of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for

appropriate action including blacklisting. (As per guidelines for blacklisting/debarring at annexure III)

5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.
9. In all the above conditions, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding; in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.
10. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and binding.
11. In the case of litigation as per court decision/award by arbitrator, if any amount of interest is payable/receivable etc. then RMSCL will charge interest@9% per annum simple interest and it will be payable @ 6% per annum simple interest only.

**13. 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.

**14. JURISDICTION**

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

(2) If approved bidder suffers by any decision or act or interpretation of procuring entity, he may request for appointment of a Sole Arbitrator to decide the issue. Fees and other charges shall be borne by both parties equally.

**15. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

(i) At the time of award of contract, the quantity of Drugs, originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guaranteed against bid quantity. The bid quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period.

The supplier shall submit the supply commitment quantity'' in detail specification 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 RMSCL. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

**16. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:**

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

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

**i. Filling an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file

an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

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

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

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

**iv. Appeal not to lie in certain cases**

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

(a) Determination of need of procurement;

(b) Provision limiting participation of Bidders in the Bid process; (c) The decision of whether or not to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

**v. Form of Appeal**

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

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

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

**vi. Fee for filling appeal**

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

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

**vii. Procedure for disposal of appeal**

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

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

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

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

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

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

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

Any person participating in a procurement process shall-

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

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

**Conflict of interest:-**

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

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

- I. A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purposes of the Bid; or
  - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this

does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

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

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

#### **18. FALL CLAUSE**

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

**Managing Director**  
**Rajasthan Medical Services Corporation Ltd**

**ANNEXURE-I**

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 *		
<b>Total</b>		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission	₹																			
Total amount	₹																			

Amount (in words): ₹

Name of the Depositor  
Signature  
Address for communication


For Bank use only

Acknowledgement

*[Signature]*

Cashier/Officer

**Annexure - 1**

Customer Copy

**punjab national bank**

DIST. NO.

Branch

Institute Name

Rajasthan Medical Services Corporation, Jaipur

Institute ID

**RMSCJ - A/c No. 2246002100024414**

Date of Deposit

DD MM YY

**DETAILS OF THE SUPPLIER**

Supplier Name																				
Tender Ref. No.																				
Type of Deposit	Select any one out of - Tender Fees/EMD/SD/ Tender Processing Fees/Others																			
Mobile No.																				

Cash Deposit:

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
<b>Total</b>		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission	₹																			
Total amount	₹																			

Amount (in words): ₹

Name of the Depositor  
Signature  
Address for communication


For Bank use only

Acknowledgement

Cashier/Officer

**AGREEMENT**

This Deed of Agreement is made on this \_\_\_\_\_ day  
of

\_\_\_\_\_ 2020 by M/s. \_\_\_\_\_

represented by its Proprietor/Managing partner/Managing Director having its  
Registered Office at

\_\_\_\_\_ and its Factory

Premises at

\_\_\_\_\_

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

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

1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to SINGLE SOURCE PROCUREMENT OF DRUGS AND MEDICINES FROM NOVARTIS HEALTHCARE PVT. LTD. (F.02( 280)/RMSCL/PROCUREMENT/DRUG/SINGLE SOURCE /NIB-05/2020/327 DATED:-26.02.2020) and technical bid opened on 06.03.2020 the instruction to Bidders, the conditions of Bid, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.
2. (a) The Agreement is for the supply by the Supplier to the Purchaser of the Drug and Medicines specified in the agreement on the terms and conditions set forth in the Agreement.  
(b) This Agreement shall be deemed to have come into force with effect from the date of issuance of letter of acceptance \_\_\_\_\_.  
(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 Drugs and Medicines on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

#### **TERMINATION OF CONTRACT ON BREACH OF CONDITION**

- 1 (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as PERFORMANCE SECURITY and cancel the Contract.  
(b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and

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

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

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

#### **NOTICE ETC, IN WRITING**

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

#### **SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES**

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

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

**BANKRUPTCY OF THE SUPPLIER**

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

**SERVING OF NOTICE ON SUPPLIER**

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

7 And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.

8 All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decide by the Govt. and the decision of the Govt. shall be final.

SUPPLIER (Signature, Name  
& Address With Stamp)

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

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.

## **Declaration & Undertaking**

(For F.02( 280)/RMSCL/PROCUREMENT/DRUG/SINGLE SOURCE /NIB-05/2020/327  
DATED:-26.02.2020

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

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, 10 etc bearing Number.....  
&.....respectively, issued on  
dated.....valid/Renewed up to.....do here by declare  
on oath as follows:-

1. That none of the quoted Drug and Medicines manufactured / imported 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:-

S. No.	Quoted item Code No. & Name of Drugs	Supply Commitmen t quantity during rate contract period <u>(not be less than estimated bid quantity)</u>	Estimated Bid Quantity as per Annexure VIII	<u>GSTIN Number &amp; Name of State where GSTIN registered</u>
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 it's any agencies (central Drugs procurement agencies). **But my firm is**

**blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below-----  
-----**(Write 'NIL' if no such matter exists)

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.
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)	Drug manufacturing/Import License Number for quoted items
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 approved qualified staff, machines & equipments along with capacity to manufacture above category of drugs and our unit have been issued **WHO-GMP\*** by Licensing Authority vide letter No.....dated.....valid upto.....
9. 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.....
10. That I will supply the Drug and Medicines per the designs given in Bid clause no 14 and as per the instructions given in this regard.
11. That I/We have carefully read all the conditions of SINGLE SOURCE PROCUREMENT OF DRUGS AND MEDICINES FROM NOVARTIS HEALTHCARE PVT. LTD. in Ref. no. F.02( 280)/RMSCL/PROCUREMENT/DRUG/SINGLE SOURCE /NIB-05/2020/327 DATED:-26.02.2020 for Drugs and Medicines from Novartis Healthcare Pvt. Ltd. for Rajasthan Medical

Services Corporation Ltd 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.

12. I/We agree that the Bid Inviting Authority forfeiting the Bid security Deposit and or Performance Security and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated at the time of inspection and not complying the conditions as per Schedule M of the said Act or at any time during the Bid process.

13. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:

- a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the **State Government or any local authority** as specified in the Bidding Document;
- c. I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

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

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

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

E-mail address : - .....

Phone No. /Mobile No.....

16. Bank detail for e banking :-

Name of account holder .....

Full name of Bank with Branch .....

Address of Bank ..... Pin.....

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

IFSC code .....

17. Authorized/nominating person

Name: .....

Designation:-.....

Aadhar Number:-.....

E-mail address:-.....

Phone No./Mobile No.....

Photograph of Authorized/ nominating person
---

Signature of Authorized / nominating person
---

**(Name of Deponent & Signature)**  
**Designation**

**Verification**

I.....S/o.....(Designation).....

Affirm on oath that the contents/information from para 1 to 17 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/ blacklisted / prosecuted for the same.

**(Name of Deponent & Signature)**

Witness :- (Name, Address & Signature)

- 1
- 2

\*The GMP/WHO-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.

**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 WITHDRAWAL 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 :-

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

**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



**Analytical Report Regarding Quality**

<b>Name of Supplier:-</b>						
<b>Address:-</b>						
<b>PO No:-</b>			<b>Date:-</b>			
<b>Drug Name:-</b>						
<b>Details of in house test report:-</b>						
<b>S. No.</b>	<b>Name of Lab.</b>	<b>Test report No.</b>	<b>Date</b>	<b>Batch No.</b>	<b>Qty. Supplied</b>	<b>Result</b>

**Authorised  
Signatory**

Security form (Bank guarantee)

To,

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

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

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

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

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

This Bank guarantee is payable at Jaipur Branch .....

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

**Signatures and Seal of Guarantors**

Date.....

Address:.....

.....

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