



Rajasthan Medical Services Corporation

Gandhi Block, Swasthaya Bhawan, C-Scheme, Jaipur (Raj.)

Phone No: 0141-2228065, 2228064

E mail : rmsc@nic.in & edprocurement@gmail.com

Ref. No.:- F.02 (110)/RMSCL/PROCUREMENT/DRUG/NIB-01/2014/ 110 Dated: 10-2-2014

Subject:- Amended technical specifications and other conditions of bid document for the bid of drugs F.02(110)/RMSCL/PROCUREMENT/DRUG/NIB-01/2014/033 Dated 16.01.2014 due for opening on 25.02.2014

Ref: - Pre-bid conference held on 30.01.2014

S. No	Existing condition / technical specification/Packing Unit/Quantity (clause no.)	Amended condition / technical specification/ Packing Unit/Quantity.																					
1.	<p>Annexure-VIII and BOQ:-</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Code No.</th> <th>Name of Item</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>85</td> <td>Cefixime Tablets IP 200 mg</td> </tr> <tr> <td>2.</td> <td>165</td> <td>Deferasirox Tablets 100 mg</td> </tr> <tr> <td>3.</td> <td>225</td> <td>Anti A Blood Grouping Serum (Anti A Monoclonal Serum IP)</td> </tr> <tr> <td>4.</td> <td>226</td> <td>Anti B Blood Grouping Serum (Anti B Monoclonal Serum IP)</td> </tr> <tr> <td>5.</td> <td>227</td> <td>Anti DRH Blood Grouping Serum.</td> </tr> <tr> <td>6.</td> <td>491</td> <td>Sevoflurane</td> </tr> </tbody> </table>	S. No.	Code No.	Name of Item	1.	85	Cefixime Tablets IP 200 mg	2.	165	Deferasirox Tablets 100 mg	3.	225	Anti A Blood Grouping Serum (Anti A Monoclonal Serum IP)	4.	226	Anti B Blood Grouping Serum (Anti B Monoclonal Serum IP)	5.	227	Anti DRH Blood Grouping Serum.	6.	491	Sevoflurane	<p>Annexure-VIII and BOQ:- Drugs with Code No. 85, 165, 225, 226, 227 and 491 are deleted.</p>
S. No.	Code No.	Name of Item																					
1.	85	Cefixime Tablets IP 200 mg																					
2.	165	Deferasirox Tablets 100 mg																					
3.	225	Anti A Blood Grouping Serum (Anti A Monoclonal Serum IP)																					
4.	226	Anti B Blood Grouping Serum (Anti B Monoclonal Serum IP)																					
5.	227	Anti DRH Blood Grouping Serum.																					
6.	491	Sevoflurane																					
2.	<p>Clause 2 (b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2010-11, 2011-12 and 2012-13 shall not be less than Rs. 20 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2010-11, 2011-12 and 2012-13 should not be less than Rs. 2-Crores. For drug items falling in the category of Disinfectants & Antiseptics, Eye preparations and Ear drops (drug code no. – 222, 245, 249, 250, 319, 320, 322, 332, 447, 487, 573, 587 and 588 the average annual turnover of last three years should not be less than Rs. 2 Cr.</p>	<p>Clause 2 (b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2010-11, 2011-12 and 2012-13 shall not be less than Rs. 20 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2010-11, 2011-12 and 2012-13 should not be less than Rs. 2 Crores. For drug items falling in the category of Disinfectants & Antiseptics, Eye preparations and Ear drops (drug code no. – 217, 218, 222, 245, 249, 250, 319, 320, 322, 332, 447, 487, 573, 587 and 588 the average annual turnover of last three years should not be less than Rs. 2 Cr.</p>																					
3.	<p>Clause 2 (g) Firm/products banned / blacklisted by RMSCL / Rajasthan state govt: or its departments will not be considered eligible for participating in the bid for indefinite period unless the period is mentioned. In case the firm has been debarred/blacklisted/banned on the ground of submission of fake or forged documents or false information/facts by RMSC/Rajasthan State Government or its department or its procurement agencies / other state government / central government or their procurement agencies for a prescribed period, the firm will be eligible for participating in the bid or for the product after such period is over.</p>	<p>Clause 2 (g) :- Deleted</p>																					

4.	<p>Clause 2 (f) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSC) or Govt. of Rajasthan or its departments on the date of bid submission, shall not be eligible to participate in the Bid.</p> <p>The concern/company/firm which stands 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) shall also not be eligible to participate in the Bid.</p>	<p>Clause 2 (f) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSC) or Govt. of Rajasthan or its departments on the date of bid submission, shall not be eligible to participate in the Bid.</p> <p>The concern/company/firm which stands 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) shall also not be eligible to participate in the Bid. For Specific cases regarding other quality issues the purchase committee of RMSC may decide the case on merit basis.</p>
5.	<p>Clause 5 (j) Market Standing Certificate issued by the Licensing Authority / competent authorities 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 imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted to establish the claim. The importing firm should have 3 years standing as importer / manufacturer of medicines in general. The manufacturer may submit his licence or MARKET STANDING CERTIFICATE to establish 3 years standing; the importer firm may submit Bills of entry, etc of same or other drugs to establish 3 years for importing the items and to establish the market standing of the firm. The bidder shall submit valid import licence for import of the quoted item. The market standing of products containing Paracetamol 500 mg shall be accepted in tablet combination where Paracetamol 325 mg is specified. For item codes 393, market standing of the firm's formulation with similar active ingredients (quantities may differ) will be accepted. However, for all above, the firm has to submit with bid, the product permission (from the Licensing Authority) as per bid specifications of the RMSC formula.</p>	<p>Clause 5 (j) Market Standing Certificate issued by the Licensing Authority / competent authorities 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 imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted to establish the claim. The importing firm should have 3 years standing as importer / manufacturer of medicines in general. The manufacturer may submit his licence or MARKET STANDING CERTIFICATE to establish 3 years standing; the importer firm may submit Bills of entry, etc of same or other drugs to establish 3 years for importing the items and to establish the market standing of the firm. The MSC should not have been issued by competent authority more than 2 years old as on the last date of bid submission. The bidder shall submit valid import licence for import of the quoted item. The market standing of products containing Paracetamol 500 mg shall be accepted in tablet combination where Paracetamol 325 mg is specified. For item codes 393, 394, 441, 448, market standing of the firm's formulation with similar active ingredients will be accepted. [Product should at least have all the ingredients of RMSC formulation, (quantity may differ) & may have additional ingredients] However, for all above, the firm has to submit with bid, the product permission (from the Licensing Authority) as per bid specifications of the RMSC formula. For item code 448, MSC of product with Ferrous sulphate and Folic Acid may also be accepted. ✓</p>

5/11/14

✓

6. Annexure-VIII and BoQ:-

S. No.	Code No.	Name of Item	Packing Unit
1	393	Multivitamin Drops Each ml contains Vit-A -3000 IU, Vit-D3-300 IU, Vit-B1 -1mg, Riboflavine Phosphate Sodium -2mg, D-Panthenol -2.5mg, Niacinamide -10mg, Pyridoxine HCL-1mg, Cyanocobalamin 1mcg, Lysine HCL 10mg	15ml Bottle (With Dropper, which should be able to screw & cap the bottle)
2	438	Dicyclomine Hydrochloride and Activated Dimethicone suspension. Each ml contains: Dicyclomine Hydrochloride 10mg, Activated Dimethicone 40mg	10 ml Bottle (With Dropper, which should be able to screw & cap the bottle)
3	511	Cefixime Oral Suspension IP 25 mg/ ml (Paediatric Drops)	10 ml Bottle (With a separate dropper, which should be able to screw & cap the bottle)
4	590	Domeperidone Oral Drops 10 mg/ ml	10 ml Bottle (With a separate dropper, which should be able to screw & cap the bottle)

Annexure-VIII and BoQ:-

S. No.	Code No.	Name of Item	Packing Unit
1	393	Multivitamin Drops Each ml contains Vit-A -3000 IU, Vit-D3-300 IU, Vit-B1 -1mg, Riboflavine Phosphate Sodium -2mg, D-Panthenol -2.5mg, Niacinamide -10mg, Pyridoxine HCL-1mg, Cyanocobalamin 1mcg, Lysine HCL 10mg	15ml Bottle (With Dropper, which should be able to screw & cap the bottle) in unit Carton
2	438	Dicyclomine Hydrochloride and Activated Dimethicone suspension. Each ml contains: Dicyclomine Hydrochloride 10mg, Activated Dimethicone 40mg	10 ml Bottle (With Dropper, which should be able to screw & cap the bottle) in unit Carton
3	511	Cefixime Oral Suspension IP 25 mg/ ml (Paediatric Drops)	10 ml Bottle (With a separate dropper, which should be able to screw & cap the bottle) in unit Carton
4	590	Domeperidone Oral Drops 10 mg/ ml	10 ml Bottle (With a separate dropper, which should be able to screw & cap the bottle) in unit Carton

7.	<p>Annexure VII:- Declaration & Undertaking 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.</p> <p>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).</p>	<p>Annexure VII:- Declaration & Undertaking 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.</p> <p>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).</p> <p>But my firm is blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below-----</p> <p>-----(Write 'NIL' if no such matter exists)</p>
8.	<p>Clause 13 :- SUPPLY CONDITIONS 13.9 If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.</p>	<p>Clause 13 :- SUPPLY CONDITIONS 13.9 If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines 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 in the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.</p>
9.	<p>Clause 20 :- EMPANELMENT OF FIRMS RMSC invites Applications from eligible firms for Empanelment for supply of Drugs & Medicines mentioned in Annexure- VII for one year. The empanelment would entitle a firm to participate in RMSC for limited bids. Such situations may normally arise when the open bid for a Surgical & Sutures 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.</p> <p>The empanelment can be renewed for the next one year term on payment of the empanelment fee as applicable at the time of renewal.</p>	<p>Clause 20 :- EMPANELMENT OF FIRMS & RMSC invites Applications from eligible firms for Empanelment for supply of Drugs & Medicines mentioned in Annexure- VIII for one year. The empanelment would entitle a firm to participate in RMSC for limited bids. Such situations may normally arise when the open bid for a Drugs & Medicines 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.</p> <p>The empanelment can be renewed for the next one year term on payment of the empanelment fee as applicable at the time of renewal.</p>
10.	<p>Clause 28:- FALL CLAUSE The prices charged for the store supplies under the contract by successful bidder shall in no event exceeded the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract, the bidder reduces the</p>	<p>Clause 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</p>

sales price chargeable under the contract, he shall forth with notify such reduction to the M.D. RMSC, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

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.

Rest terms and condition will remain the same.

5/5
[Handwritten signature]

[Handwritten signature]
10/2/2014
Executive Director (Proc.)
RMSC