Rajasthan Medical Services Corporation, Gandhi Block,
Swasthaya Bhawan, C-Scheme, Jaipur
Phone No: 0141-2228065, 2228064 E_mail : rmsc.drugprocurement@yahoo.com

F.02 (42)/RMSCL/PROCURMENT/DRUG/NIT-1/2013/ 354 **Dated: 20.03.2013**

Subject:-Amended technical specifications and other conditions of bid document for the tender of drugs NIT NO. F.02 (42)/RMSCL/PROCURMENT /DRUG/NIT-1/2013/281 dated 26.02.2013 due for opening on 09.04.2013

Ref: - Pre-bid conference held on 11.03.2013

S. No.	Existing condition / technical specification/Packing Unit/Quantity (clause no.)	Amended condition / technical specification/ Packing Unit/Quantity.
1.	**E-BID FOR THE SUPPLY CUM RATE CONTARCT AND EMPANELMENT FOR SUPPLY OF DRUGS AND MEDICINES**	**E-BID FOR THE ANNUAL RATE CONTARCT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF DRUGS AND MEDICINES**
2.	Clause 24 (i) At the time of award of contract, the quantity of goods, originally specified in the bidding documents may be increased or decrease. There will not be any minimum quantity guaranteed against bid quantity.	Clause 24 (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 tender quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption in the hospitals during Rate Contract period. The supplier shall submit the supply commitment quantity'' in Annexure XII which will be used for the cases where the actual purchase quantity tends to increase substantially from the bid quantity.
3.	Clause 24 (iii) However a bidder is bound to supply up to approximate quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC	Clause 24 (iii) However a bidder is bound to supply up to quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.
4.	Clause 17.2 On receipt of the prescribed invoice, and RMSC analytical laboratory report regarding quality, the payment would b made in 30 days. Clause 17.3 The in charge of district drug ware house will be required to acknowledge the drugs received & ensure entry in e- Aushdhi software online. .	Clause 17.2 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. Clause 17.3 The in charge of district drug warehouse (DDW) will acknowledge the drugs received & ensure entry in e- Aushdhi software online. .

5.	Annexure-VIII and BOQ:- Code No. 56 Phenobarbitone Tablets IP 30 mg, 337 – Misoprostol Tablet 200mcg, 357 Imipramine Tablets IP 75 mg (Coated) and 364 Trifluperazine Tablets IP 5 mg(Coated)	Annexure-VIII and BOQ:- Drugs with Code No. 56,337, 357 and 364deleted
6.	Annexure-VIII and BOQ:- Code No 547 Adenosine Injection USP 6 mg/ 2 ml, Packing 2 ml Vial	Annexure- VIII and BOQ:- Code No 547 Adenosine Injection USP 6 mg/ 2 ml, Packing 2 ml Vial / Ampoule
7.	Annexure-VIII and BOQ:- Code No. 593 Lactulose solution USP/ BP 10 gm/ 15 ml	Annexure- VIII and BOQ:- Code No. 593 Lactulose solution USP/ BP 10 gm/ 15 ml or 3.35 gm/ 5ml
8.	Clause 2 (b) and 5 (l), (m)	Clause 2 (b) and 5 (l),(m) Add to the existing clause:- Provisional / Audited (by CA) Turnover, P&L , Balance sheet of financial year 2012-13 may be accepted but the firm has to submit audited final accounts before execution of agreement. If the firm fails to produce audited final accounts, it will be liable for action as applicable in the case of non execution of agreement.
9.	Clause 9	Clause 9.5 new sub clause (k) added:- If the purchase order quantity is very less (which do not make even a normal small batch size; order quantity is less than 1 lac Tab/Cap. or less than 10,000 injections/ bottles/ tubes), the supply may be allowed in brand name to ensure uninterrupted sustained supply. However, the label should possess the required logogram, and the price should not appear on the label.
10.	Clause 2(c) Bidder should have at least 3 years Market Standing as a manufacturer / importer for the product.	Clause 2(c) Bidder should have at least 3 years Market Standing as a manufacturer for the quoted product. In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 years standing as manufacturer/ importer of drugs in general.
11.	Clause 5(i) Market Standing Certificate issued by the Licensing Authority/ competent authority as a Manufacturer for the product for last 3 years (Certificate should be enclosed with list of items) should be enclosed. Items quoted should be highlighted in the market standing certificate. In the case of direct importer, evidence for importing the item for last three years will be produced. These may be bill of lading, bill of entry for last three years, or certificate of analysis done at importing cargo point in India.	Clause 5(i) Market Standing Certificate issued by the Licensing Authority/ competent authority as a Manufacturer for the product for last 3 years (Certificate should be enclosed with list of items) should be enclosed. Items quoted should be highlighted in the market standing certificate. For 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 MSC 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.

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<tr><td>12.</td><td>Clause 13(2) and 13(8)</td><td>Clause 13(2) and 13(8):- 45 days is substituted with 60 days; and 60 days is substituted by 75 days regarding supply period.</td></tr>
<tr><td>13.</td><td>Annexure-VIII and BOQ:-
Code No 499 Cetirizine syrup IP 5 mg/ ml</td><td>Annexure-VIII and BOQ:-
Code No 499 Cetirizine syrup IP 5 mg/ 5ml</td></tr>
<tr><td>14.</td><td>Annexure-VIII Code no 505 and 506 Minimum Shelf Life (Months) 24</td><td>Annexure-VIII Code no 505 and 506 Minimum Shelf Life (Months) 18</td></tr>
<tr><td>15.</td><td>Annexure-VIII Code no 122, 239, 254, 513, 514, 535 Minimum Shelf Life (Months) 48 or 60</td><td>Annexure-VIII Code no 122, 239, 254, 513, 514, 535 Minimum Shelf Life (Months) 36</td></tr>
<tr><td>16.</td><td>Clause 2(b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2009-10 and 2010-11, 2011-12) shall not be less than Rs. 20 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2009-10, 2010-11 and 2011-12) should not be less than Rs. 2 Crores. For drug items falling in the category of “eye preparations” and for drug code no. 243, 564& 594 the average annual turnover of last three years should not be less than Rs. 2 Cr.</td><td>Clause 2(b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2009-10, 2010-11, 2011-12, 2012-13 [as mentioned in Point 5 of corrigendum]) shall not be less than Rs. 20 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2009-10, 2010-11 and 2011-12, 2012-13[as mentioned in Point 5 of corrigendum]) should not be less than Rs. 2 Crores. For drug items falling in the category of “eye preparations” and for drug code no. 221, 243, 564, 594, 571, and 572 the average annual turnover of last three years should not be less than Rs. 2 Cr.</td></tr>
<tr><td>17.</td><td>Clause 19.9 Line-2 :- 13.10, Clause 15.7 and in Clause 16.3 the penalty will be imposed on supplier</td><td>Clause 19.9 Line-2 :- 13.10, Clause 15.10 and in Clause 16.3 the penalty will be imposed on supplier</td></tr>
<tr><td>18.</td><td>Annexure-VIII and BOQ:-</td><td>Annexure-VIII and BOQ:- Add the following
<table>
<tr><th>S. No.</th><th>Code No.</th><th>Name of item with specification</th><th>Packing Unit</th><th>Estimated Tender Qty.(No. of tabs, Caps, ampoules, bottles, tubes, etc.)</th><th>Minimum labelled Shelf Life in Months</th></tr>
<tr><td>211</td><td>102</td><td>Ciprofloxacin Tablets IP 250 mg Film Coated</td><td>10 x10 Tab Blister</td><td>261000000</td><td>36</td></tr>
<tr><td>212</td><td>103</td><td>Ciprofloxacin Tablets IP 500 mg film Coated</td><td>10 x 10 Tab Blister</td><td>43800000</td><td>36</td></tr>
<tr><td>213</td><td>305</td><td>Human Anti Rabies Immunoglobulin Injection 150 IU/ ml</td><td>2 ml Vial</td><td>100</td><td>24</td></tr>
<tr><td>214</td><td>442</td><td>Saline Nasal Solution (Drops) (Sodium chloride 0.65%)</td><td>10 ml bottle with dropper / Squeeze bottle</td><td>200000</td><td>36</td></tr>
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<td>19.</td>
<td>Clause 24(1)</td>
<td>Clause 24(1) For supplier to submit the supply commitment quantity''

Annexure-XII – Commitment of quantity (New added)

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<tr><th>S. No.</th><th>Quoted Code No. & Name of Drugs</th><th>Monthly Capacity in all shifts in nos.</th><th>Annual Production Capacity</th><th>Monthly supply Commitment to RMSC in nos.</th><th>Annual Supply Commitment to RMSC in nos.</th></tr>
<tr><td>1.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>3.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>4.</td><td></td><td></td><td></td><td></td><td></td></tr>
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Signature of Authorized Signatory</td>
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<td>20.</td>
<td>Clause 2(e)-Bid should not be submitted for the product/products for which the concern/company has been blacklisted/banned/ debarred either by Bid inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its Drugs procurement agencies.

Clause 2(f)-The concern/company/firm which stands blacklisted/banned/ debarred either by Bid Inviting Authority or Govt. of Rajasthan or by any other State/Central Government or its Drugs procurement agencies on the date of bid submission shall not be eligible to participate in the Bid. If a company/firm and any product were blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisted/ debarred.</td>
<td>Clause 2(e)- Bid should not be submitted for the product/products for which the concern/company has been blacklisted/banned/debarred either by Bid inviting Authority or Govt. of Rajasthan on any ground.

The Bid should not be submitted for those products also for which the concern/company has been blacklisted/banned/debarred by any other State/Central Govt. and its central Drugs procurement agencies on the ground of quality of the products supplied or on the ground of submission of fake or forged documents or false information / facts.

Clause 2(f)- The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority or Govt. of Rajasthan 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 quality of the products supplied or on the ground of submission of fake or forged documents or false information / facts, by any other State /Central Government or its central Drugs procurement agencies shall also not be eligible to participate in the Bid.

If a company/firm and any product were blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisting/debarring.</td>
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21.	Annexure VII, Para 4:- That our Firm/Company does not stand blacklisted/debarred or banned by any State or Central Government or by its drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.	Annexure VII, Para 4:- That our Firm/Company does not stand blacklisted, debarred or banned on any ground either by Bid Inviting Authority or Govt. of Rajasthan on the date of bid submission. Our Firm/Company also does not stand blacklisted, debarred or banned on the ground of quality of the products supplied or on the ground of submission of fake or forged documents or false information / facts, by any State or Central Government or by its central drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.
22.	BOQ	BOQ :- The BOQ is replaced with new BOQ. Some drugs have been deleted from old BOQ and four drugs have been added.

Rest terms and condition will remain the same.

29/3/XIII

Executive Director (Proc.)
RMSC