Ref. No.: F.02()/RMSC/PROCUREMENT/S&S(Drug)/NIB-01/2016/24 Dated:18.01.2016

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, edprmsc@gmail.com

E-BID FOR RATE CONTRACT CUM SUPPLY AND EMPANELMENT OF STERILE HYPODERMIC SYRINGE WITH NEEDLE ATTACHED (SURGICAL DRUG ITEMS)

(Two year Rate Contract ending on 31.03.2018)

!! सर्वे सन्तु निरामयाः!!

LAST DATE OF SUBMISSION OF ONLINE BIDS: -23.02.2016

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: www.rmsc.nic.in
CIN:U24232RJ2011SGC035067 E_mail : edprmsc@gmail.com, and rmsc@nic.in

Ref. No F.02()/RMSC/PROCUREMENT/S&S(Drug)/NIB-01/2016/24 Dated: 18.01.2016

Notice Inviting E-Bids

E-bids are invited up to 1.30 PM of 23.02.2016 for Rate Contract cum Supply and Empanelment of Sterile Hypodermic Syringe with Needle attached (Surgical Drug Items). Details of NIB-01/2016 may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal http://sppp.raj.nic.in, www.dipronline.org, http://eproc.rajasthan.gov.in., www.rmsc.nic.in and may be downloaded from there.

Executive Director (Procurement)
RMSCL

RAJASTHAN MEDICAL SERVICES CORPORATION LTD., RAJASTHAN

E-BID FOR THE CONTRACT CUM SUPPLY AND EMPANELMENT
Sterile Hypodermic Syringe with Needle attached
(Surgical Drug Items)
(Two year Rate Contract ending on 31.03.2018)

Bid Reference	F.02()/RMSC/PROCUREMENT/S&S(Drug)/NIB-01/2016/24 dated 18.01.2016
Pre- bid conference	**27.01.2016 at 11.30 AM** (RMSC meeting Hall)
Date and time for downloading bid document	**19.01.2016 from 3.00 PM**
Last date and time of submission of online bids	**23.02.2016 at 1.30 PM**
Date and time of opening of Online technical bids	**23.02.2016 at 2.30 PM**
Cost of Bid Document	**Rs. 2000/-**
Cost of Bid Document For SSI Unit of Rajasthan	**Rs. 1000/-**
RISL Processing Fees	**Rs. 1000/-**
Empanelment Fee (If applying for Empanelment also)	**Rs. 5000/-**

GENERAL INSTRUCTIONS FOR BIDDERS

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

1. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates is maintained up to bid opening & that your documents are not put to any misuse.
2. Complaints lodged in RMSC should bear signature, name, Id proof and mobile number of the complainant. This is important as RMSC has received many complaints in the past on letter heads of certain companies who later on denied to have made the complaint upon their verification. Rather, a few companies have asked RMSC to take action against those persons who have fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.
3. In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED(Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.
4. It is advisable for you to authorize only those persons for RMSC tender who are employed in your company on salary basis.
5. If any firm, etc intends to lodge a complaint against a bidder with regard to bid (bid Condition), it may do so within 21 days of opening of technical bid, in the office of RMSC. After the stipulated period, it will not be possible to act upon the complaint.
6. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.

7. Quote only for the products for which your Product Permission meets the Bid specifications. Do not quote if it differs with regard to any parameter.
8. Quote rate in BOQ for the packing exactly given in annexure XIV. For example if the packing is given for 12 foils, the rate should be quoted for 12 foils for sutures, and not for 1 sutures, similarly if the packing unit in the bid specifies each piece or a unit in surgical, the rate should be for each piece or a unit in surgical.
9. Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
10. The uploaded product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
11. Upload the Bids on the e-portal well in advance so that failure in uploading can be avoided and no desired document remains un-uploaded.
12. In case there is any suggestion regarding Bid conditions/ specifications/shelf life, strength, packing/turn over etc. The suggestions should be submitted/sent/E –mailed one/two days earlier from the date of pre bid meeting so that the representation of the bidders may be well processed and decision could be taken well in time.
13. If there is any query in Bid document/uploading process, you may contact.

    Mr. Deepak Sharma (Sr. Manager, Drug) Mob.No.- 8875298700

    Sh. K.K. Moolchandani, Manager (Procurement) Mob. No. 09460764250

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

E-BID FOR THE RATE CONTRACT CUM SUPPLY AND EMPANELMENT STERILE HYPODERMIC SYRINGE WITH NEEDLE ATTACHED (SURGICAL DRUG ITEMS) ((Two year Rate Contract ending on 31.03.2018)

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Bids Inviting Authority** unless the context otherwise requires) invites E-BIDS FOR THE RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF Sterile Hypodermic Syringe with Needle attached (Surgical Drug Items)

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

(a) E-Bids [in two separate bid (Technical bid & Price Bid) will be received till **23.02.2016** up to 1:30 P.M. by the Rajasthan Medical Services Corporation Ltd, for the rate contract cum supply and empanelment for supply of Sterile Hypodermic Syringe with Needle attached . (Two year Rate Contract ending on-31.03.2018)

(b) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for an additional specified period of time.. The Bidder may refuse extension of bid validity without forfeiting the Bid security deposit.

(c) The E-Bids will be received on web-portal of e-procurement of Gov. of Raj. Every Bidder will be required to pay the Bid form fee Rs. 2000.00 (Rs. **1000.00** for SSI Units of Rajasthan) for downloaded from the website, Bid Security Deposit as applicable in Bid condition no. **8.2** and processing fee of Rs.**1000.00** of R.I.S.L. through three separate prescribed challans (***format enclosed in Annexure- I)*** in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto **22.02.2016** or through D.D./bankers cheque in favour of M.D. RMSCL (Bid

document fees and Bid security), MD, RISL (Bid processing fees) physically in the office of RMSC by 1:30 PM on **23.02.2016**. ***Alternatively bidder may also deposit Bid document fees, Bid security and RISL processing fees by way of e-deposit, through Internet Banking by accessing RMSC website rmsc.nic.in clicking e-deposit icon following the laid down steps; Rs.25 plus applicable service tax will be the per transaction charge to be debited in respective depositor's account after successful e-deposit. Supplier should enclose the generated receipt***. The bidders shall submit/upload scanned copy of all the challans/DD/ ***e – deposit generated receipt*** in Technical Bid**.** Bids will be opened only after ensuring receipt of Bid document fees along with processing fees and Bid Security Deposit. In the absence of Bid document fees and processing fees and Bid Security Deposit the Bids will be rejected.

Note:- (I) ***While the Bid uploading it would be asked on e procurement website about Bid Security, whether it is Rs. 2.00 lacs or Rs. 5.00 lacs , the bidder may mention any option for the purpose of Bid uploading but has to submit required Bid Security as specified in clause no 8.***

Note:- (II) ***There is no option of online payment of tender fee, processing fee, bid security etc. on e-procurement portal. Therefore the bidder is advised to submit the required fees and bid security through internet banking only by accessing RMSC website www.rmsc.nic.in.***

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

(d) Those who wish to apply for Empanelment as supplier for Surgical and Sutures are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) in the form of DD (in favour of MD, RMSCL)/challan/e-deposit before due time and date of bid submission. Please see clause 20 and annexure-X in this regard.

Note:-The bidders who have already paid empanelment fees in previous bid need not to submit the empanelment fee for the items being quoted in this bid. However the required annexure must be submitted .

2. **ELIGIBILITY CRITERIA**

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

(b) Average Annual turnover (for Drugs & Medicines including Surgical and sutures Business) in the last three financial years (2012-13, 2013-14, 2014-15) for sutures shall not be less than **Rs. 20 Crores** and for surgical items shall not be less than **Rs. 10 crores.** For SSI Units of Rajasthan, the average annual turnover in the last three financial years 2012-13, 2013-14, 2014-15 shall not be less than **Rs. 2 crores.** The same should be supported by audited annual accounts & certified by a Chartered Accountant, based on audited accounts.

Explanatory Note:-

1) **The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.**
2) **The amount shown as Turnover in the tender should be the amount as per VAT Act / other Acts and necessary documents / certificates shall be annexed with tender documents and accordingly eligibility of a bidder in this regard shall be ascertained by the Purchase Committee**.

(c) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender, on the date of bid opening. ***The bidder should also have manufactured at least 3 commercial batches***

of the quoted items every year in the last 3 consecutive years (Annexure XV Performance statement).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 market standing as manufacturer/ importer of surgical & Sutures in general. Imported items shall be accepted in brand name also.

Explanatory Note:

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

(d) The Manufacture bidder firm should have its own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out. The bidder should be asked to declare the same in the form of an undertaking / declaration.

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

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

The Bid should not be submitted for those products also for which the concern/company stands blacklisted/banned/debarred by any other State/Central Govt. or its any agencies (central Drugs procurement agencies) on the ground of conviction by court of law or the products being found spurious or adulterated.

(g)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.

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.

(h)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. In such situation, the bid will be considered further only if the amount of penalty is deposited before the completion of technical evaluation.

(i)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.

(j)If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same Bid. But a bidder will be allowed to submit only one offer for one product.

3. PURCHASE PREFERENCE

i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units ***or 25% preference may be given to PSU if there is no SSI unit to avail this benefit***). However these units will be required to participate in Bidding process and match L-1 price.

ii. **Comparison of rates of firms outside and those in Rajasthan -** While tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.

iii. VAT on Surgical & Sutures is exempted in Rajasthan. RMSCL may issue necessary exemption certificate.

iv. RMSC will also issue "C-certificate". Therefore concessional CST should be charged.

4. GENERAL CONDITIONS

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

ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.

iii. In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and Bid Security Deposit

/Performance Security will be forfeited. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.

5. TECHNICAL BID

The Bidder should furnish the following in technical bid:-

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

(b) The bidders shall submit/upload scanned copy of all the challans, D.D./ BC/ e-deposit generated receipt in Technical Bid deposited for Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees/ RISL fee may be in form of physical D.D./ BC along with letter. D.D. / bankers cheque shall be in favour of M.D. RMSCL (bid document fees and Bid Security Deposit), MD, RISL (bid processing fees).

(c) Those who wish to apply for Empanelment as supplier for Surgical & Sutures are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) in the form of DD /challan/e-deposit in favour of MD, RMSCL before due time and date of bid submission. The bidders, who have already paid empanelment fees earlier, need not to submit the empanelment fee for the items being quoted in this tender. However the required annexure-X must be submitted.

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

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

(f) Attested photocopy of the valid import license in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported. The license must have been renewed /valid up to date. A copy of a valid license for the sale of Surgical and sutures drugs items imported by the firms issued by the licensing authority shall be enclosed.

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

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

(i) Market Standing Certificate issued by the Licensing Authority / competent authority as a Manufacturer for the product for last 3 years (Certificate should be enclosed with list of items) should be enclosed. **Items quoted should be highlighted in the market standing certificate .** For products which have not completed three years after being included / notified as "surgical and sutures drug items ", the market standing of three years shall be established on the basis of records of manufacturing and sale; such records shall be furnished by the bidder.

(j) 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 **Surgical / Sutures** in general. The manufacturer may submit his license or MARKET STANDING CERTIFICATE to establish 3 years standing; The importer firm may submit Bills of entry, etc of

same or other Surgical & sutures to establish the market standing of the firm. The bidder shall submit valid import license for direct import of the quoted item. ***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 license for import of the quoted item.The firm has to submit with bid, the product permission (from the Licensing Authority) as per bid specifications of the RMSC .

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

(l) For Importer, WHO-GMP certificate of the exporting country should be submitted. For manufacturer, Good manufacturing practices Certificate (GMP) as per revised Schedule –'M', or WHO-GMP Certificate issued by the Licensing Authority. The GMP certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. ***The GMP certificate of all the manufacturing plants, of which products have been quoted, should be submitted. The Bidder shall also furnish an undertaking in the format given in Annexure-VII point no.9*** declaring that the Bidder complies with the requirements of GMP (as per revised Schedule-'M'). 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 surgical and sutures drugs items, labels and product literature of all quoted products must be submitted.

(m) Annual turnover statement for 3 financial years i.e. 2012-13, 2013-14, 2014-15 in the format given in Annexure-III certified by the practicing Chartered Accountant.

Explanatory Note:-

1) **The merger / amalgamation / transfer of business / transfer of assets / share in sister concern / share in joint venture etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate**

or any other document(s) annexed with the tender documents and the decision of Purchase Committee shall be final.

2) **The amount shown as Turnover in the tender should be the amount as per VAT Act / other Acts and necessary documents / certificates shall be annexed with tender documents and accordingly eligibility of a bidder in this regard shall be ascertained by the Purchase Committee**.

(n) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2012-13, 2013-14,2014-15 duly certified by the practicing Chartered Accountant.

(o) VAT/Sales Tax Clearance certificate (copies of latest challans), as on **31.03.2015**.

(p) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.

(q) Undertaking (as in Annexure-VII) for embossment of logo on packing of Surgical & Sutures as the case may be, as per conditions specified at Clause 14 herein, notarized by the Notary Public.

(r) Undertaking that the manufacturer has not been debarred/banned, the product has not been declared as not of standard quality during last two years, it's manufacturing capacity and other details required on a format mentioned at Annexure- VII.

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

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

(u) A Checklist (Annexure-VI) for the list of documents enclosed with their page number. The documents should be serially arranged as per **Annexure-V**. Every bidder will also be required

to submit details of product permission of the quoted item and the desired market standing, in **Annexure- VI.**

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

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

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

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

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

Note:- Clarification regarding submission of documents

It is found that some of the documents are sometimes not valid on the exact date of bid opening; the firm has submitted slightly older documents in the bid as it has not been able to get the new/renewed certificate issued from the concerned department till bid submission. Documents such as Non conviction certificate, GMP certificate,MSC and bill/invoices shall be accepted if they have been issued after bid submission but submitted to Tendering authority when asked to do so in the form of clarification/short fall documents. But such documents shall be considered only if it is proved that the competence as certified by the competent authority regarding the required documents existed with the bidder on the date of submission of bid.

6. PRICE BID

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

Note:-

1. **Bidders are requested to fill the column no 6,7,8,9 of BOQ carefully. If fails to do so, it is merely his responsibility for the same.**
2. **Bidders are requested to include all the total cost (Basic Rate, excise duty Freight, insurance etc.) except VAT/CST in column no 6 of BOQ**
3. **Excise duty percentage and Amount are to be filled in the column no 7 & 8 of BOQ respectively.**
4. **Percentage of VAT / CST is to be filled in the column in the column no 9 of BOQ.**

7. OPENING OF TECHNICAL BID AND TECHNICAL EVALUATION

a) The Bid will be scrutinized by Bid evaluation committee and inspection of manufacturing unit for compliance of GMP may be carried out by technical committee. Price Bid (BOQ) of the Bidder found eligible on satisfying the criteria for technical evaluation and inspection, will only be opened.

b) **Technical Evaluation:-** Technical Evaluation of the Bid will be done in two stages. (i) Technical Evaluation on the basis of documents. This is to examine whether the bidder qualifies as per given eligibility and other prescribed conditions. (ii) Evaluation / Examination / Testing of samples of Items. Bids of the item, samples not found technically fit in such evaluation will be declared as rejected / non-responsive.

8.1 PRODUCTION OF SAMPLES

(a) Bidder shall submit 12 sample units of each quoted item, free of cost. The items submitted as samples should be of the same specifications as asked for in the bid. Any deviation from specifications will result in the rejection of the sample. The samples (normal/ regular sales packs) will be used for quality evaluation by the technical evaluation committee and/ or laboratory analysis, as the case may be, as decided by the Tender inviting authority. Samples of the items which are supposed to be sterile should be sterile. The decision based on quality evaluation of the sample will be final for the purpose of this tender.

(b) The samples for evaluation shall be submitted in a separate sealed cover superscripted by "Tender No. _____". The sample as above shall be submitted at the time of depositing Bid Security, or within 3 days of technical bid opening. The bidder should submit, along with the samples, the list of sample of sample items in the given format in Annexure -XI.

8.2. BID SECURITY

The Bid Security Deposit shall be @ Rs. 20,000/- for each item (For Each code Number, all sub section of a item like (a),(b),(c)…….collectively would be counted as a single item for the purpose of Bid Security calculation) of surgical & sutures quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs. In case Bid Security submitted by the bidder is at the minimum or more but number of quoted items is more than the Bid Security submitted, the quoted items by the bidder will be counted in sequence up to the Bid Security deposited. However without minimum earnest money the offer will not be considered at all. Bid Security will not be taken from undertakings, corporation of GoI & GoR. Further, Bid Security will be taken @ Rs. 5,000/- per item (For Each code Number, all sub section of a item like (a),(b),(c)…….collectively would be counted as a single item for the purpose of Bid Security calculation) of surgical & sutures quoted subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, from SSI Units of Rajasthan. They will furnish copy duly

attested by gazetted officer of the registration of SSI units issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-II under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (Annexure-II) In case Bid Security submitted by the bidder is at the minimum or more but number of quoted items is more than the Bid Security submitted, the quoted items by the bidder will be counted in sequence up to the number matching the Bid Security deposited. However without minimum Bid Security the offer will not be considered at all.

The Bid Security shall be paid in through separate prescribed challans (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto **22.02.2016** or through D.D. / bankers cheque in favour of M.D. RMSCL physically in the office of RMSC by 1:30 PM on **23.02.2016.** Bid Security Deposit in any other form will not be accepted. Alternatively bidder may also deposit Bid document fees, Bid security and RISL processing fees by way of e-deposit, through Internet Banking by accessing RMSC website rmsc.nic.in clicking e-deposit icon following the laid down steps; Rs.25 plus applicable service tax will be the per transaction charge to be debited in respective depositor's account after successful e-deposit. Supplier should enclose the generated receipt.

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

9. **OTHER CONDITIONS**

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

2. The details of the required Surgical & Sutures, etc., are shown in Annexure-XIV. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination. **The commitment quantity for an item submitted by the bidder (in Annexure VII) shall be taken in to account and a bidder not having adequate capacity (as reflected in commitment quantity) may be technically disqualified.**
3. Bid has been floated with the **generic names** of Surgical & Sutures. The Bidders should quote the rates for the generic products. **However the supply with brand name shall be accepted without penalty.** The composition and strength /Size of each product should be as per details given in Annexure-XIV. Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP /USP/BIS/CE marked/US FDA approved. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required Surgical & Sutures etc., separately on door delivery basis according to the unit ordered. Bid for the supply of Surgical & Sutures, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
5. (a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.

(b) Purchase Orders will be placed periodically during rate contract period based on the actual requirement stock positions only. Purchase Orders will be placed with L1 firms. However in case of any exigency and in order to ensure regular supply, the orders may also be placed with the other firms, in the order of L-2, L-3 and so on who have matched with the L1 rates.

The orders may split between L-1 and rate matched firms. Quantities may be divided between L1 and matched L1 as 80:20. In case L2 and L3 match L1 than quantities may be divided as 75:15:10. Whenever L2 or L3 firms are more than one, then quantity would be distributed equally.

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

(d) The Bidder who has been declared as L-1 supplier for certain item or items of Surgical & Sutures shall execute necessary agreement for the supply of the Bided quantity of such Surgical & Sutures as specified in the Bid document on depositing the required amount performance security and on execution of the agreement, such Bidder is eligible for the placement of purchaser orders. Moreover, **purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.**

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

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

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

(h) If the L1 supplier has failed to supply /intimated RMSC about his inability/delay in supply as per the purchase order, the required Surgical & Sutures within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L1 Bidder for purchase of the Surgical and sutures., provided such matched L1 Bidders shall execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such Bidder is eligible for the placement of purchase orders for the item or items of Surgical & Sutures quoted by them.

(i) Subject to para (h) above, while RMSC has chosen to place purchased orders with Matched L1 supplier and there are more than one such matched L1 supplier, then the purchase orders for the requirement of Surgical & Sutures will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.

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

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

supply should be completed by 5.00 p.m. on the next working day.

6 The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained.

7. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
8. The rates should be quoted only for the composition stated in the Bid.
9. Supplies should be made directly by the bidder and not through any other agency.
10. The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its Bids will be rejected. ***The firms/companies selected to supply the quoted product /products shall be inspected within 3 months after entering into contract with the firm.***

10. 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 surgical /sutures Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the currency of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the Bids will be communicated to the successful Bidders in writing/through E-mail by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit security deposit and the agreement within 15 days from issuance of Letter of Acceptance.
5. The approved rates of the successful Bidders would be valid as Rate contract and ending on **31.03.2018** ***(w.e.f date of letter of acceptance)*** and may extendable by 3 months.
6. **Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.**

11. PERFORMANCE SECURITY

The Successful Bidders shall be required to pay performance Security @5% of the Contract value. Performance Security will not be taken from undertaking, corporation of GoI & GoR. The SSI Units of Rajasthan shall be required to pay Security Deposit @ 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 (remaining rate contract period with additional one year), the same will be required to be deposited by the supplier.

The performance security 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 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 I **(the validity of bank guarantee should be for a period of *thirty six months* from the date of issuance of Bank Guarantee)** in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Bid inviting authority before releasing the purchase order by the ordering authority. In case L-2 and L-3 bidders who have agreed to match L-1 price, then the ***performance security*** Deposit of L-2 and L-3 bidders will be ***5% of value of their assured quantity (upper limit Rs 25 Lac) and in case L-4, L-5 and so on bidders who have agreed to match L-1 price bidders will be converted (Rs 20000/- per item) into security deposit.*** In case of inability of L-1 bidder to supply the required quantity of surgical and sutures, in that case the L-2 and L-3 supplier (as the case may be) will be asked to supply the surgical and sutures .At the time of placing of order these matched suppliers will be asked to deposit amount of balance security for a period of ***remaining rate contract period with additional one year.***

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.**

12. **AGREEMENT**

a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd**. The Specimen form of agreement is available in **Annexure-IV, failing to submission of performance security and execution of agreement within 15 days as stipulated, will result in forfeiture of Bid Security Deposit & other consequential action.**

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.

13. **SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Surgical and Sutures will be supplied at 34 District Drug Warehouses (DDW) at Districts Head Quarters of Rajasthan and 6 Medical Colleges, warehouses of Rajasthan).
2. The supplier shall supply the entire ordered quantity before the end of **45 days** from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For Surgical and Sutures items requiring sterility test and **imported** ones, the supply period will be **60 days** from the date of issue of purchase order.

3. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the purchase order.
4. ***The Bidder must submit its Test/Analysis report for every batch of surgical & sutures along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of surgical and sutures will be returned back to the suppliers and he is bound to replenish the same with approved lab test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.***
5. The Surgical and Sutures 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.
6. If supplies are not fully completed as per stipulated delivery schedule in 45 days from the date of the Purchase Order, (60 days for surgical requiring sterility test/imported items) the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Surgical & Sutures at the Warehouse specified in the Purchase Order and if the ***items*** supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
7. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of surgical and sutures for a period of two year immediately succeeding year in which supplier has been placed Purchase order.
8. 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 surgical and sutures for which the Purchase orders have been placed from any other sources **(such as Public Sector**

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

9. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the Security Deposit and shall invite other penal action like Banning/disqualification from participating in present and future tenders of Tender Inviting Authority/ordering authority. (As per guidelines for debarring at annexure- VIII including amendment)

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

11. 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 within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.

12. 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 Bid Inviting Authority.

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

14. **Shelf Life:**

The labeled shelf life should normally be same as in product of the firm supplied in trade. However it should not be less than 3 years. The remaining shelf life of the surgical and sutures at the time of delivery should not be less than ¾ of the labeled shelf life.

15. **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 GMP of Drugs & Cosmetic Rules or other applicable standards. In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh goods. However, firms supplying surgicals and sutures with remaining shelf life of 75% or more need not submit such undertaking.

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

assaying the components and shall provide the protocols of the tests applied.

14. **LOGOGRAMS /Markings**

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

DESIGNS FOR LOGORAMS

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

SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

Name of Surgical and Sutures

CONSTITUENTS OF……..
Name of the Surgical/Sutures, Manufactured by, Batch no
Mfg.Date, Exp. Date, Quantity

Net. Weight:……..Kg

Manufactured by:

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

1. Bids for the supply for Surgical & Sutures etc., shall be considered only if the Bidder gives undertaking in his Bid that the supply will be prepared and packed with the logogram printed on the labels as per the design .All containers have to be supplied in standard packing as required with printed logogram. Affixing of stickers and rubber stamps shall not be accepted.

2. Failure to supply Surgical and Sutures etc., with the logogram will be treated as breach of the terms of agreement and damages will be deducted from bills payable as per conditions in Clause 18.2. Bidders who are not willing to agree to conditions above will be summarily rejected.
3. In case of imported surgical and sutures ,affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

15. **PACKING**

a. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -14. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
b. It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.
c. All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS /Act.
d. **The name of the** surgical and sutures **should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.**
e. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
f. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act
g. Packing should be able to prevent damages or deterioration during transit.

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

I. SCHEDULE FOR PACKAGING OF SURGICAL & SUTURES GENERAL SPECIFICATIONS:-

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

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

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

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

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

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

CARRY STRAP:

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

LABEL:

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

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

OTHERS:

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

16. QUALITY TESTING

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.
2. The Surgical and Sutures shall have the desirable properties within the permissible level throughout the shelf life period of the Surgical and Sutures. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.
3. In the event of the samples of the Surgical & Sutures supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of Surgical & Sutures for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.
4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence / other parameters for certain products when asked for. If there is any problem in the

field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.

5. The domestic manufactured products should have ISI mark, for the items which are not ISI mark should at least conform to the standards of IP/BP / USP/BIS as the case may be for which laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol. In case, the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported item respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP).
6. **The supply of any item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order**. However these materials and documents shall be made available by supplier to Quality Cell of RMSC Headquarter. Such requirement will however be indicated in the purchase order.

17. PAYMENT PROVISIONS

1. No advance payment towards costs of Surgical & Sutures will be made to the Bidder.
2. On receipt of the consolidated invoices (Annexure-XII) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (Annexure-XIII), the payment would be made in 30 days.
3. The in charge of District drug warehouse (DDW) will be required to acknowledge the surgical/sutures received & ensure entry in e-Aushadhi software online.

4. All bills/ Invoices should be raised in duplicate and in the case of excisable Surgical and sutures, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW.
    a. In house test report of surgicals and sutures
    b. The challan / invoice copy pertaining to DDW

5. Payments for supplies will be considered after the receipt of reports of Standard Quality on samples having been tested from Approved Laboratories of ordering authority. Furthermore, in case the supplies do not meet the ordered quantities, following conditions shall apply:-

    (i) If a bidder fails to supply the complete quantity (but has supplied at least 70%) of an item ordered in the Purchase Order, a penalty @ 10% of the value of unsupplied/ short supplied quantity, shall be levied. ***The minimum penalty shall be Rs 1000/- in case if it comes to less than this amount by calculation.***

    (ii) If a bidder fails to supply even 70% of the quantity of an item ordered in the Purchase Order, an extra penalty @ 2% on Purchase order value shall be levied in addition to the penalty referred to in Para 17 5 (i) above.

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

    In case the price of a surgical and sutures fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSC

contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt.

7. (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional excise duty 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 surgical/sutures approved under the Bid. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately.

   Similarly if there is any reduction in the rate of essential item, as notified by the Govt., after the date of submission of Bid, the quantum of the price to the extent of reduction of essential item will be deducted without any change in the basic price of the price structure of the items approved under the Bid.

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

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:-

i. Delay upto one fourth period of the prescribed delivery period; 2.5%
ii. Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
iii. Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%
iv. 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 is lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.

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

18. **DEDUCTION IN PAYMENTS:**

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

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

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 **debarring** the supplier. (As per guidelines for debarring at annexure VIII including amendment)
2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action against it and the entire stock in such batch should be taken back by the supplier within a period **of 30 days** of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD surgicals and sutures/ DRUGS ITEMS IF THE SUPPLIER does not take back the gods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD surgical and sutures/

drugs ITEMS **within 90** days after the expiry of **30** days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the Surgical & Sutures rejected till such destruction. **The supplier shall replace the stock of NOSQ goods with fresh goods upon intimation to do so by the ordering authority.**

3. The supplier will not be entitled to any payment whatsoever for Items of Surgical & Sutures found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of surgical and sutures from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for debarring. (As per guidelines for debarring at annexure VIII including amendment)
4. For supply of Surgical & Sutures of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including debarring/banning. (As per guidelines for debarring at annexure VIII including amendment)
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied surgical and sutures etc., shall be final and bidding.
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 PDR Act or other rules.

8. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future Bids.
9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.9, Clause 13.8 and in Clause 16.3 the supplier will be imposed penalty apart from forfeiture of Performance Security. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
10. In all the above conditions, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and biding, in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.
11. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and bidding.

20. **EMPANELMENT OF FIRMS**

RMSC invites Applications from eligible firms for Empanelment for supply of Surgical & Sutures (listed in Annexure- XIV) for two years. The empanelment would entitle a firm to participate in RMSC for limited tenders. Such situations may normally arise when the open tender 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-X.

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

21 SAVING CLAUSE

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

22. JURISDICTION

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

23. CORRECTION OF ARITHMETIC ERRORS:

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

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

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

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

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

24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

The supplier shall submit the supply commitment quantity'' in **Annexure VII** which will be used for the cases where the actual purchase quantity tends to increase substantially from the bid quantity.

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

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted and declared successful L-1 bidder. However, when the quantity of surgical and sutures the subject matter of procurement is very large may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity of surgical and sutures or when it is considered that the surgical and sutures drugs ITEMS being of critical and vital nature, in such cases, the quantity

of surgical and sutures may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

The orders may split between L-1 and rate matched firms. Quantities may be divided between L1 and matched L1 as 80:20. In case L2 and L3 match L1 than quantities may be divided as 75:15:10. Whenever L2 or L3 firms are more one, then quantity would be distributed equally.

26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. Filling an appeal

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

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

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

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

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

iv. Appeal not to lie in certain cases

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

(a) Determination of need of procurement;

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

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

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

v. Form of Appeal (Annexure- IX)

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

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

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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) Persue or inspect documents, relevant records or copies thereof relating to the matter.

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

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

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

Any person participating in a procurement process shall-

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

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

c) Not indulge in any collusion, Bid rigging or any-competitive 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 intent to gain unfair advantage in the procurement process;

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

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

g) Disclose conflict of interest, if any; and

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

Conflict of interest:-

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

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

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

a. Have controlling partners/shareholders in common; or

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

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

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

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

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

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

28. **FALL CLAUSE**

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

NOTE:-The MEDICAL DEVICES shall conform to the Indian standards laid down from time to time by bureau of Indian standards. if there are no Bureau of Standard then it shall conform to the International Standards. The label may bear symbols recognised by Bureau of Indian Standards or International Organisation for standardisation in lieu of text.

Managing Director
Rajasthan Medical Services Corporation

Annexure - 1

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

Bank Copy

punjab national bank DIST. NO.

Branch

Institute Name: Rajasthan Medical Services Corporation, Jaipur

Institute ID: **RMSCJ - A/c No. 2246002100024414**

Date of Deposit: DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

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

Mobile No.

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹ 0 0 0 0 0 - 0 0

Total amount ₹

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Customer Copy

punjab national bank DIST. NO.

Branch

Institute Name: Rajasthan Medical Services Corporation, Jaipur

Institute ID: **RMSCJ - A/c No. 2246002100024414**

Date of Deposit: DD MM YY

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100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
Total		

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹ 0 0 0 0 0 - 0 0

Total amount ₹

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

ANNEXURE-II
Clause No.8.2

Format of Affidavit

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

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

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

(i)

(ii)

(iii)

(iv)

(v)

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

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

Place…….

Signature of Proprietor/Director
Authorized Signatory with Rubber
Stamp and date

VERIFICATION

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

DEPONENT

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

ANNUAL TURN OVER STATEMENT

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

S.No.	**Years**	**Turnover in Lakhs (Rs)**
1	2012-13	
2	2013-14	
3	2014-15	
Total		**Rs. Lakhs**
Average turnover per annual		**Rs. Lakhs**

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

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

AGREEMENT

This Deed of Agreement is made on this _____day of_____2016 by M/s._____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____and its Factory Premises at _____ (hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Managing Director having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

Whereas the Supplier has agreed to supply to the Purchaser, the Items with specifications and at prices as mentioned below:-

(Without any Counter Conditions imposed by the supplier)

S. No.	Code No.	Name of approved items (S) with specification	Size	Packing Unit	Approved rate per packing unit
1	2	3	4	5	6

In the manner and under the terms and conditions here in after mentioned and where as the Supplier has deposited with the Purchaser a sum of Rs_____(Rupees only) as Performance Security for the due and faithful performance of this Agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the Rate Contract for supply of Sterile Hypodermic Syringe with Needle attached (Surgical Drug Items) for Rajasthan Medical Services Corporation, **(Two year Rate Contract ending on 31.03.2018) (NIB No. F.02(21)/RMSC/PROCURMENT/SURGICALS AND SUTURES/NIB-01/2016/24 Dated: 18.01.2016)** and technical bid opened on……), the instruction to Bidders, the conditions of Bidder, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the Rate Contract for supply by the Supplier to the Purchaser of the Surgical specified above at prices noted against each therein on the terms and conditions set forth in the Agreement.

   (b) This Agreement shall be deemed to have come into force with effect from ***the date of issuance of letter of acceptance*** _____ and it shall remain in force upto **31.03.2018**.

(c) The Bid quantity noted against each item in the schedule attached to Bid document indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 24 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser, but shall not exceed the committed quantity/ dedicated capacity or as agreed upon by both parties later on after the execution of Agreement. The Supplier shall make supplies of the Surgical & Sutures on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

   (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.

   (c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement wholy 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 wholy or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

NOTICE ETC, IN WRITING

3. All Certificates or Notice or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so

described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, biding or be of any effect whatsoever.

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

4. The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinate or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the Purchaser obtained in first hand.

BANKRUPTCY OF THE SUPPLIER

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

SERVING OF NOTICE ON SUPPLIER

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

SUPPLIER (Signature, Name & Address With Stamp)

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

Witness (Signature, Name & Address)

1.
2.

Witness

1.
2.

ANNEXURE – V
Ref. Clause No. 5 (u)

COVER – A

	PAGE NO:				
1. Checklist – Annexure -V		Yes		No	
2. Challan of EMD, tender fee and RISL fee and SSI certificate for exemption with Annexure-II		Yes		No	
3. Documentary evidence for the constitution of the company / concern		Yes		No	
4. Duly self attested copy of manufacturing License and its renewal/ validity certificate		Yes		No	
5. Duly self attested copy of Product Permissions by the Licensing Authority for each and every product quoted		Yes		No	
6. Duly self attested copy of Import License, if imported.		Yes		No	
7. Duly self attested copy of Sale License, in the case of imported surgical and sutures drugs items.		Yes		No	
8. The instruments such as power of attorney, resolution of board etc.		Yes		No	
9. Authorization letter nominating as responsible person of the Bidder to transact the business with Bid inviting Authority		Yes		No	
10. Market Standing Certificate issued by the licensing Authority		Yes		No	
11. Copy of record of import to establish 3 years market standing.		Yes		No	
12.Non Conviction Certificate issued by the Drugs Controller		Yes		No	
13. Good Manufacturing Practices Certificate		Yes		No	
14. Annual Turnover Statement for 3 Years		Yes		No	

(Annexure-III)

15. Copies of balance sheet & profit loss account for three years		Yes		No	
16. Sales Tax clearance certificate		Yes		No	
17. Excise Registration Certificate		Yes		No	
18. Declaration and Undertaking (Annexure –VII)		Yes		No	
19. Details of product permission and market standing (Annexure- VI)		Yes		No	
20. Under taking for empanelment (Annexure-XI)		Yes		No	

Check list of details regarding products quoted

Annexure – VI
Clause : 2(c), 5

Product permission and Market Standing as per condition no. 5									
Sr. No.	Quoted Item / Code no.	Product permission enclosed on page no.	Date of product permission / Approval	Product permission of product Generic / Branded	Specification as per Bid Yes/ No	As per MSC product Mfg & Mkd since last 3 years		Required Batch Mfg / Sale Records	Remarks
						Page No.	Yes/ No		
1									
2									
3									
4									
5									

Annexure – VII
Clause 5

Declaration & Undertaking

(for .: F.02(21)/RMSC/PROCUREMENT/S&S(Drug)/NIB-01/2016/ Dated: 18.01.2016

(On Non-Judicial Stamp Paper of Rs 500/- Attested by Notary Public)

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

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

S. No.	Quoted item Code No. & Name of **surgical and sutures**	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to RMSC in nos.	Supply Commitment quantity during rate contract period	Estimated Bid Quantity as per Annexure VIII
1.						
2.						

4. That concern/company/firm does not stand blacklisted/banned/debarred on any ground by Bid Inviting Authority or Govt. of Rajasthan or its departments on the date of bid submission. The concern/company/firm does not stand blacklisted/banned/debarred on the ground of conviction by court of law or the products being found spurious or adulterated by any other State /Central Government or its any agencies (central Drugs

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

5.That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license. I have not been convicted under the Prevention of Corruption Act; or under the Indian Penal Code 1860 or any, other law for the time being in force, for causing any loss of life or property, or causing a threat to public health as part of execution of a public procurement contract.

6. That we have been granted product permission by the State Licensing Authority for manufacture of quoted products as per the details given below:-

S. No.	**Code No.**	**Name of the Product**	**Date of product permission obtained from the Licensing Authority**	**Whether Endorsement is in Generic or Trade Name**	**Issuing Licensing Authority**	**Own manufacturing / Loan Licensee (Please mention)**	**Manufacturing /import License Number for Quoted item**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**

7. That we have over three years experience in the manufacture of the quoted product or the quoted imported product has over 3 years market standing.

8. That we have own in-house testing laboratory wherein all the tests required w.r.t. the quoted products are carried out.

9. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of Surgical & Sutures and our unit have been issued G.M.P.* Certificate as per Schedule M by State Licensing Authority vide letter No…….dated…….valid up to……..

10. That we hereby confirm that we have deposited all the VAT/Sale Tax as on……..With the department No VAT/CST is due on M/s…….as on……..

11. That I will supply the Surgical & Sutures per the designs **given in Bid clause no 14 and** as per the instructions given in this regard.

12. That I/We have carefully read all the conditions of Bid in Ref.no. F.02(21)/RMSC/PROCUREMENT/S&S/NIB-01/2016/24 Dated: 18.01.2016 for supply Cum rate contract of Surgical and Sutures (Two year Rate Contract ending on **31.03.2018**)for Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any ***If case of typographical error found in submitted documents / affidavits, in this case we accept all the Terms and conditions of bid documents.***.

I/We also undertake that items quoted by us confirm all the parameters of specification & required IS standards.

13. I/We agree that the Bid Inviting Authority forfeiting the Bid security and or Performance security and 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.***

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

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

this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

e. l/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

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

16.The submitted Average Annual Turnover certificate is related to drugs and medicines including Surgical and sutures Business only.

17.Our complete address for communication……

……

……

……Pin…….

E-mail address : - ……...

Phone No. /Mobile No……

18. Bank detail for e banking :-

Name of account holder ……..

Full name of Bank with Branch ……..

A/c no. with full digits…….

IFSC code ……

19. Authorized/nominating person

Name: ……

Designation:-……

Complete address for communication:-

……

……

E-mail address:-……

Mobile No……

Photograph of Authorized/ nominating person

Signature of Authorized / nominating person

(Name of Deponent & Signature)
(Designation)

Verification

I……..S/o……(Designation)……Affirm on oath that the contents/information from para 1 to 19 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/ blacklisted / prosecuted for the same.

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

*The 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.

Annexure VIII
Clause 19

RAJASTHAN MEDICAL SERVICES CORPORATION

GUIDELINES
FOR DEBARRING/BANNING OF
PRODUCT OR SUPPLIER/COMPANY

(Ref: Clause No. 13, 16 & 19 of Bid Document)

1. ON SUBMISSION OF FALSE, FORGED OR FABRICATED DOCUMENTS OR CONCEALING OF FACTS:

The Bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the Bid or procure purchase order; EMD of such Bidder firm will be forfeited and firm will be liable for debarring for a period of not Less than 2 years. The firm will also be liable for Legal action depending on the facts & circumstances of the case.

2. ON ACCOUNT OF FAILURE TO ENTER INTO AGREEMENT OR WITHDRAWL AFTER AGREEMENT OR REFUSAL / FAILURE TO SUPPLY:

2.1 The successful Bidder fails to execute the agreement after being declared as L-1, L-2 or L-3 etc. to perform the obligations under the Bid conditions, EMD of such Bidder firm will be forfeited and firm will be liable for debarring for a period of not less than 2 years or the period specified in Bid document.

2.2 The successful Bidder after entering into an agreement withdraw or fail to honour commitments as per Bid conditions, EMD of such Bidder firm will be forfeited and firm will be liable for debarring/banning 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 Bid condition from the date of purchase order and shall complete the supplies within stipulated delivery schedule 45/60 days as the case may be mentioned in Purchase Order or as stated in Bid condition.

3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the Bid documents. In the event of acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the Bid 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 force majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.

3.4 If the supplier fails to execute at least 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 not Less than 2 years. As a result such supplier will be ineligible to participate in any of the Bids for particular item(s) of surgicals and sutures for a period of not less than 2 years or the period specified in Bid document.

4. ON ACCOUNT OF QUALITY FAILURE OF SURGICALS AND SUTURES:

4.1 The surgicals and sutures supplied by the suppliers to the District Drug Warehouses are quarantined and samples of each and every batch of surgicals and sutures 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 surgical & 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 surgical and sutures 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 surgical and sutures of the batch will not qualified for issue and supplier shall be informed to take back stocks of such batch within one month, which failed the quality test and other consequences would follow as per the conditions in the Bid documents.

4.5 If **two batches of a particular item** supplied under a Bid tenure by the supplier are declared as **Not of Standard Quality** by an empanelled lab or Govt. Lab in **test for assay** and such failures are further confirmed by another empanelled lab / Govt. Lab, then the particular item of the surgical and sutures shall be liable for debarring for a period of not Less than 2 years.

4.6 If **three batches of a particular item** supplied under a Bid tenure by the supplier are declared as **Not of Standard Quality** during its entire shelf life by an empanelled lab or Govt. Lab in **test for assay and / or in any other parameter(s)** and if such failures are further confirmed by another empanelled lab or Govt. Lab during its entire shelf life, the particular item of the surgical and sutures shall be liable for debarring/banning for a period of not Less than 2 years.

4.7 In case **three products of a company/supplier are debarred/banned** for supply made during a Bid duration the **Supplier / Company** shall be liable for debarring for a period of not Less than 2 years.

4.8 In case, any sample (even one batch) is declared as **Spurious or Adulterated** by an empanelled lab or Govt. Lab and if such failure is further confirmed by another empanelled lab / Govt. Lab during its entire shelf life, the **Supplier / Company** shall be liable for debarring for a period of not less than 3 years.

4.9 If any statutory sample of RMSC supply surgical and sutures 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., Kolkatta shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring/banned 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/banned 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/banned 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 Incharge will take appropriate measures immediately to segregate such stock and label all cartons as "NOSQ surgical and sutures Drugs ITEMS - 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 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. surgical and sutures which is declared as "NOSQ" by the empanelled lab / Govt. Lab. However, in case of serious quality failure i.e. if surgical and sutures is declared or adjudged spurious, adulterated or grossly substandard, one of drug warehouse incharge will be directed to contact the District Drugs Control officer for drawing statutory sample of such batch as per Act. The DDW Incharge has to keep adequate quantity of such surgical and sutures for statutory sampling by Drugs Control officer.

5.5 In case of surgical and sutures 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 incharge will take immediate steps to RETRIEVE the unused stock of such surgical and sutures from all such institutions and D.D.C.s by all possible mode and means and he/she will ensure that no such NOSQ surgical and sutures 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 surgical and sutures. 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.

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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/banning of the particular product or supplier/ company.

6.3 If, the quality failure is of such nature that a particular product has been debarred/banned according to the procedure stated above, the supplier will not be eligible for participating in any of the Bids for the particular item floated by RMSC for the specified period. For such purpose period of debarring/banning 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 debarred/banned the supplier will not be eligible for participating in any of the Bids for any of the items during debarred/banned 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/banning order to the Principal Health Secretary, Medical & Health Department, Govt. of Rajasthan who shall decide the same.

9. Savings:

The debarring/banning of particular product or supplier / firm will be done without prejudice to other penalty which may be imposed as per the conditions of Bid 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 debarred/banned 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.

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 force majeure.

(ii) The meaning of 'Spurious drugs' or 'Adulterated Drugs' will be construed in strict sense under the provisions of Drugs & Cosmetics Act, 1940. For the purpose of debarring a surgical and sutures drug ITEMS will be considered 'Spurious' if empanelled lab / Govt. Lab so declare the product or it is found containing either no surgical and sutures drug items or very poor drug items contents on testing or it is purported to be manufactured of whom it is not truly a product or which is likely to cause grievous hurt within the meaning of Sec. 320 0f IPC. Similarly for the purpose of debarring a surgical and sutures will be considered 'Adulterated' if empanelled lab / Govt. Lab so declare the product or it is found containing any poisonous, deleterious, harmful or toxic substances or which is likely to cause grievous hurt.

(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 Bid and in case of any overlapping, the Bid condition will prevail.

ANNEXURE-IX
Clause 26

FORM NO. 1 [See rule 83 of RTPP]

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

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

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

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

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

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

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

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

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

Appellant's Signature

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

UNDERTAKING FOR EMPANELMENT

I

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

1. That I have applied for empanelment for supply of Surgical & Sutures for the items I have quoted in the tender as enlisted in Annexure –XIV
2. That I/We have carefully read all the conditions of Bid in Ref.no. F.02()/RMSC/PROCUREMENT/S&S/NIB-01/2016/ dated: 18.01.2016 for supply Cum rate contract and empanelment for supply of Surgical & Sutures For Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.
3. That I will be considered empanelled for the items which are declared technically responsive.
4. That I have deposited the required fees for empanelment.

Date

Name & Signature with Seal

ANNEXURE-XI
Ref Clause
No.8.1(b)

PROFORMA FOR SUBMISSION OF SURGICAL / SUTURE SAMPLES

Tender No. _____

Name of Bidder _____

Address _____

_____

_____

S.No	Item Code	Name of the Item	Commercial Sample Submitted	
			Qty	Batch No.

Station :

Signature and Seal

Date :

Annexure-XII
Clause No.17.2

Supplier Consolidated Invoice

Name of Supplier: …….
Complete Address: ……..
E-mail ID: ……..

DL NO.:	TIN No.:	Invoice No.: Date:

Purchaser: Managing Director Address: Rajasthan Medical Services Corporation, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone No. 0141- 2228066 RMSC TIN NO.08404750762	Purchase Order No.: …….. Date: ……..

Name of Item/Description : …….	surgical and sutures **Code (RMSC) :** ……

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

Remarks:	Total Basic Amount	
	Rate of (%) Concessional CST against C-form & Total Tax Amount	
	TOTAL INVOICE AMOUNT	

Authorized Signatory

Annexure-XIII
Clause No.17.2

Analytical Report Regarding Quality

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

Authorised Signatory

Annexure-XIV
Clause- 5, 9.3

ITEMS WITH SPECIFICATIONS

Surgical Items

List of Surgical with Specifications

S. No	Code No.	Name of item with specification	Packing Unit	Estimated Bid Qty.
1.	S-26	Sterile Hypodermic Syringe with Needle attached, 24G , Single Use - 2 ml • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "**DESTROY AFTER SINGLE USE"** or **equivalent** should be written on Unit Container. • Shall conform to IS 12050	**Unit**	**48521352**
2.	S-27	Sterile Hypodermic Syringe with Needle attached, 24G Single Use - 5 ml • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "**DESTROY AFTER SINGLE USE"** or **equivalent** should be written on Unit Container. • Shall conform to IS 12050	**Unit**	**77973988**
3.	S-28	Sterile Hypodermic Syringe with Needle attached, 22G, Single Use - 10 ml • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "**DESTROY AFTER SINGLE USE"** or **equivalent** should be written on Unit Container. • Shall conform to IS 12050	**Unit**	**41730226**

4	S-29	Sterile Hypodermic Syringe with Needle attached, 22G, Single Use - 20 ml • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration • Packing: Needle should be attached with the syringe and packed in unit ribbon pack. • The words "**DESTROY AFTER SINGLE USE"** or **equivalent** should be written on Unit Container. • Shall conform to IS 12050	Unit	**1644234**

Annexure-XV

Ref. Clause No. 2 (c)

PERFORMANCE STATEMENT

(The statement may be given for year 2012-13, 2013-14, 2014-15)

Name of Firm : ……

S. No.	Item Code NO	Name of Item	Financial Year……..		Financial Year……..		Financial Year……..	
			No. Of Batches manufactured	No. Of Batches declared NOSQ	No. Of Batches manufactured	No. Of Batches declared NOSQ	No. Of Batches manufactured	No. Of Batches declared NOSQ
1	2	3	4	5	6	7	8	9

The information as given above is true and correct. If any information furnished by me as above is found wrong; I shall be solely responsible and suitable action may be taken against my firm.

Signature & Seal of the Bidder

Annexure-XVI
Ref. Clause No. 11

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……2016 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……2019……...

Signatures and Seal of Guarantors

Date……..……

Address:……
……

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