Ref. No.: F.02(50)/RMSCL/PROCURMENT/DRUG/NIT-2/2013/515 Dated 14.5.2013

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

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E-BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF DRUGS AND MEDICINES FOR THE YEAR 2013-14

!! सर्वे सन्तु निरामयाः!!

LAST DATE OF SUBMISSION OF ONLINE BIDS:- 20.06.2013

Ministry of Health & Family Welfare
Government of Rajasthan
RMSCL
"Mukhyamantri Nishulak DavaYojana"
'D' Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-5110736, 2228064, E-mail: rmsc@nic.in

F.02(50)/RMSC/Procurement/Drug/NIT-2/2013/515 Date: 14 .05.2013

Notice Inviting E-Bids

E-bids are invited upto 1.00 PM of 20.06.2013 for the Annual Rate Contract cum Supply and **Empanelment** for supply of **drug and medicines** for the year 2013-14. Details 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 ANNUAL RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF DRUGS AND MEDICINES FOR THE YEAR 2013-14

Bid Reference	:	**F.02(50)/RMSC/Procurement/Drug/ NIT - 2/2013/ 515 Date: 14.5.2013**
Pre- bid conference	:	**23.05.2013 at 11.00 A.M.** (RMSC meeting Hall)
Date and time for downloading bid document	:	**16.05.2013 from 11.00 AM**
Last date and time for Downloading bid document	:	**19.06.2013 at 6.00 PM**
Last date and time of submission of online bids	:	**20.06.2013 at 1.00 PM**
Date and time of opening of Online technical bids	:	**20.06.2013 at 2.30 PM**
Cost of the Bid Document	:	**Rs. 2000/-**
For SSI Unit of Rajasthan	:	**Rs. 1000/-**
RISL Processing Fees	:	**Rs. 1000/-**
Empanelment Fee (If applying for Empanelment also)	**:**	**Rs. 5000/-**

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GENERAL INSTRUCTION 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. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
2. Do not quote the products manufactured on Loan license basis.
3. 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.
4. Quote only for those products for which the bidder has Market Standing Certificates is there for last three years. (Three years means:- 3 x 365 days).
5. Quote rate in BOQ for the packing exactly given in annexure VIII. For example if the packing is given for 10x10 tablets, the rate should be quoted for 10x10 tablets, and not for 1 tablet or 10 tablets, similarly if the packing unit in the Bid specifies 2 ml ampoule (25 ampoules), the rate should be for 25 ampoules and not for 1 ampoule or 10 ampoules.
6. 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.
7. The uploaded product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
8. 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.
9. 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 prebid meeting so that the representation of the bidders may be well processed and decision could be taken well in time.
10. If there is any query in Bid document/uploading process, you may contact

    Dr. Sanjay Pareek, Sr. Manager (Procurement Drugs) Mob.No.-09414489214

    Sh. Nawal Kishore Sharma, Manager (Procurement) Mob.No. 09461300555

RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

E-BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF DRUGS AND MEDICINES FOR THE YEAR 2013-14

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as Bids Inviting Authority unless the context otherwise requires) E-BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF DRUGS AND MEDICINES FOR THE YEAR 2013-14

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

(a) E-Bids [in two separate bids (Technical bid & Price Bid)] will be received till 20.06.2013 at 1.00 PM by the Rajasthan Medical Services Corporation Ltd, for the annual rate contract cum supply and empanelment for supply of drugs and medicines.

(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 another period of 30 days. The Bidder may refuse extension of bid validity without forfeiting the Earnest Money deposit.

(c) The e-Bids will be received on web-portal of e-procurement of GoR. 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, EMD as applicable in Bid condition no. 8 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 19.06.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL (tender fees and EMD), MD, RISL (tender procession fees) physically in the office of RMSC by 1.00 PM on 20.06.2013. The bidders shall submit/upload scanned copy of all the

challans in Technical Bid**.** Bids will be opened only after ensuring receipt of Bid fees along with processing fees and EMD. In the absence of Bid fees and processing fees and EMD the Bids will be rejected and will not be opened.

(d) **Those who wish to apply for Empanelment as supplier for Drugs and Medicines** 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 before due time and date of bid submission. Please see clause 20 and Annexure-XII in this regard.

2. ELIGIBILITY CRITERIA

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

(b) Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years (2009-10, 2010-11, 2011-12, 2012-13 [as mentioned in clause no 5 (l) (m)] shall not be less than Rs. 20 Crores. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2009-10, 2010-11 and 2011-12, 2012-13[as mentioned in clause no 5 (l) (m)] should not be less than Rs. 2 Crores. For drug items falling in the category of "eye preparations" and for drug code no. 234, 243, 246, 322, 323, 328, 331, 332, 423, 425, 450, 611, 612- the average annual turnover of last three years should not be less than Rs. 2 Cr.

(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 manufacturer bidder should have manufactured and sold at least 5 commercial batches of the quoted item in a year for the last 3 financial years. In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 years standing as manufacturer/ importer of drugs in general.

(d) Bidder should have permission to manufacture the item /drug quoted as per specification given in the Bid, from the competent authority. Product permission of *brands* shall be accepted in the Bid submitted, but the Bidder has to submit the

product permission in generic names at the time of signing of the agreement/before supply.

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

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

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

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

(g) If a company/firm and any product were blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisting/debarring.

(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 EMD 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). 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 drugs and medicines are exempted in Rajasthan. RMSCL will issue necessary exempted certificate.

iv. RMSC will also issue "C-certificate" in case of interstate supply. 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, extended 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 his authorized representative is found to be forged, false or fabricated, the bid will be rejected and EMD/SD will be forfeited. Bidder/his representative may also be blacklisted/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 tender (list of medicines proposed to be purchased at Annexure-VIII). The amount of EMD will remain @ Rs. 20,000/- per item of drug quoted subject to minimum of Rs.2.00 lacs and maximum of Rss.5.00 lacs.

(b) The bidders shall submit/upload scanned copy of all the challans in Technical Bid deposited for Bid fees, RISL processing fee and Earnest Money, in case deposited in any branch of PNB throughout country. The required EMD / Tender 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 (tender fees and EMD), MD, RISL (tender procession fees).

(c) Those who wish to apply for Empanelment as supplier for Drugs and Medicines are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) in the form of DD in favour of MD, RMSC before due time and date of bid submission.

(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 Drugs 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 letter nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority **with duly attested signature and photograph.**

(i) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender (3 years should have been completed from the date of commencement of manufacture of the first batch of the item, on the date of bid opening). The bidder should have manufactured and sold at least 5 commercial batches of the quoted item in a year for the last 3 financial years; the bidder shall furnish the information of all batches manufactured year wise in the format given in Annexure- XIII (Performance Statement) (Enclosed). Documents in proof of such manufacture / sale shall be submitted when asked for.

For imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted to establish the claim. The importing firm should have 3 years standing as importer / manufacturer of medicines in general. The manufacturer may submit his licence or MSC to establish 3 years standing; The importer firm may submit Bills of entry, etc of same or other Surgical /Drugs to establish the market standing of the firm. The bidder shall submit valid import license for direct import of the quoted item.

(j) Market Standing Certificate issued by the Licensing Authority/ competent authority as a Manufacturer for the product for last 3 years

(Certificate should be enclosed with list of items) should be enclosed. Items quoted should be highlighted in the market standing certificate. For imported items, the quoted item should have 3 years market standing, for which bills of entry, sale invoices, etc should be submitted to establish the claim. The importing firm should have 3 years standing as importer / manufacturer of medicines in general. The manufacturer may submit his licence or MSC to establish 3 years standing; the importer firm may submit Bills of entry, etc of same or other drugs to establish 3 years for importing the items and to establish the market standing of the firm. The bidder shall submit valid import licence for import of the quoted item. The market standing of products containing Paracetamol 500 mg shall be accepted. However, the firm shall submit the product permission of the product as per the tender specification.

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

(l) 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 Bidder shall also furnish an undertaking in the format given in Annexure-VII point no.8 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 drugs, labels and product literature of all quoted products must be submitted.

(m) Annual turnover statement for 3 years i.e., 2009-10, 2010-11 and 2011-12 in the format given in Annexure-III certified by the practicing Chartered Accountant. Provisional / Audited (by CA) Turnover, of financial year 2012-13 may be accepted but the firm has to submit audited turn over statement before execution of agreement. If the firm

fails to produce audited turn over statement, it will be liable for action as applicable in the case of non execution of agreement.

(n) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2009-10, 2010-11 and 2011-12 duly certified by the practicing Chartered Accountant.

Provisional / Audited (by CA) P&L , Balance sheet of financial year 2012-13 may be accepted but the firm has to submit audited final accounts before execution of agreement. If the firm fails to produce audited final accounts, it will be liable for action as applicable in the case of non execution of agreement.

(o) VAT/Sales Tax Clearance certificate (copies of latest challans), as on 31.03.2013.

(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 labels of bottles, etc as the case may be, as per conditions specified at Clause 14 herein.

(r) Undertaking that the manufacturer has not been blacklisted, 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 drugs (Employee Name, Qualification, and Experience) as enclosed in license.

(t) List of items quoted to be shown in the **Annexure-VII** point number 6

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

(v) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document to be submitted in **Annexure-VII point no.11.**

(w) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VII point no. 13

(x) All copies submitted should be attested and notarized. However, scanned copies of original documents will be accepted which obviously need be notary attested.

(y) An undertaking in Annexure-XII that the bidder wises 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)

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

6. PRICE BID –

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

7. **OPENING OF TECHNICAL AND FINANCIAL EVALUATION**

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.

8. **EARNEST MONEY DEPOSIT**

The Earnest Money Deposit shall be @ Rs. 20,000/- for each item of Drugs & Medicines quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs. In case Earnest money submitted by the bidder is at the minimum or more but number of quoted items is more than the earnest money submitted, the quoted items by the bidder will be counted in sequence up to the earnest money

deposited. However without minimum earnest money the offer will not be considered at all., EMD will not be taken from undertakings, corporation of GoI & GoR. Further, EMD will be taken @ Rs. 5,000/- per item of Drugs & Medicines 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 Earnest money submitted by the bidder is at the minimum or more but number of quoted items is more than the earnest money submitted, the quoted items by the bidder will be counted in sequence up to the number matching the earnest money deposited. However without minimum earnest money the offer will not be considered at all. The Earnest Money Deposit 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 19.06.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL physically in the office of RMSC by 1.00 PM on 20.06.2013. Earnest Money Deposit in any other form will not be accepted.

The Bids submitted without sufficient EMD will be summarily rejected. The EMD 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 security deposit.

9. **OTHER CONDITIONS**

1. The orders will be placed by the Managing Director or any officer designated, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required drugs, medicines, etc., are shown in **Annexure-VIII.** The quantity mentioned is only the tentative requirement and may increase or

decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.

3. Bid has been called for in the **generic names of drugs**. The Bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VIII.** Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP/USP. 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 drugs, medicines etc., separately on door delivery basis according to the unit ordered. Bid for the supply of drugs, medicines, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
5.
    a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders
    b) Orders will be placed periodically during rate contract period based on the stock positions only. Orders will be placed with L1 firms. However in order to ensure regular supply in case of any exigency at the discretion of the Bid Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched the L1 rates.
    c) After the conclusion of Price Bid opening, the lowest offer of the Bidder, if required will be considered for negotiations, and rate arrived after negotiations will be L-1 rate and L-1 supplier for an item of drugs/medicines for which the Bid has been invited.
    d) The Bidder who has been declared as L-1 supplier for certain item or items of drugs/medicines shall execute necessary agreement for the supply of the

Bided quantity of such drugs/medicines as specified in the Bid document on depositing the required amount as performance security and on execution of the agreement, such Bidder is eligible for the placement of purchaser orders.

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 Drugs/Medicines 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 upon receipt of the purchase order 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 estopped 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 Drugs/ Medicines 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 Drugs/Medicines, 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 Drugs/Medicines quoted by them.

i) Subject to Para (h) above, while RMSC has chosen to place purchase orders with Matched L1 supplier and there are more than one such matched L1 suppliers, then the purchase orders for the requirement of Drugs/Medicines 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) If the purchase order quantity is very less (which do not make even a normal small batch size; order quantity is less than 1 lac Tab/Cap, or less than 10,000 injections/ bottles/ tubes), the supply may be allowed in brand name to ensure uninterrupted sustained supply. However, the label should possess the required logogram, and the price should not appear on the label.

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 after last date fixed for receipt of bid. 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.

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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 drugs Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the Bids will be communicated to the successful Bidders in writing by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit security deposit and agreement but not later than 15 days.
5. The approved rates of the successful Bidders would be valid for one year as Annual Rate contract, may extendable by 3 months with mutual consent.

11. SECURITY DEPOSIT(PERFORMANCE GUARANTEE)

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

The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However,when the actual purchase orders cross a threshold for requiring additional security (for a period of 24 month), 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 1 (the validity of bank guarantee should be for a period of twenty four month 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, L-3 and so on, bidders who have agreed to match L-1 price, then the EMD of L-2, L-3 and so on 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 drugs, in that case the L-2 and L-3 supplier (as the case may be) will be asked to supply the drugs. At the time of placing of order these matched suppliers will be asked to deposit amount of balance security for a period of 24 month.

12. <u>AGREEMENT</u>

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 EMD & 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.

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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. Drugs and Medicines will be supplied at 33 Districts Head Quarters of Rajasthan (CM&HO & Medical Colleges Stores).
2. The supplier shall supply the entire ordered quantity before the end of *60* days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For drug items requiring sterility test and imported ones, the supply period will be *75* 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. **Shelf Life**: The labeled shelf life of drugs supplied should be not less than the period mentioned against each item in list of Drugs (Annexure-VIII). The remaining shelf life of the drugs at the time of delivery should not be less than ¾ of the labeled shelf life. **Only those bidders shall quote who can manufacture and supply the product with the required shelf life. The product of labeled shelf life lesser than required shelf life will not be accepted. The product should not have such storage condition requiring it to be stored below 2°C.**

   Quality Assurance: The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per cGMP included in Schedule M of Drugs & Cosmetic Rules.
5. The protocol of the tests should include the requirements given in I.P for tablets and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of

drugs will be returned back to the supplier and he is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.

6. The Drugs and medicines supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.
7. If supplies are not fully completed in *60* days from the date of the Purchase Order (*75* days for drugs of the category of serum, vaccine, enzymes, blood grouping reagents, biological products, powder for injections and imported drugs), the provisions of liquidated damages of Tender conditions will come into force. The Supplier should supply the drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
8. 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 Bids for particular items of drugs/medicines for a period of one year immediately succeeding year in which supplier has been placed Purchase order.
9. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.
10. The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like

blacklisting/Debarring disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. . (As per guidelines for blacklisting/ debarring at annexure- IX including amendment)

11. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
12. 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.
13. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Customs" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidder Inviting Authority.

14. LOGOGRAMS / Markings

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

DESIGNS FOR LOGORAMS

INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the lable bearing the words **"Rajasthan Govt. Supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted and the following logogram which will distinguish from the normal trade packing. Name of drug 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.

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The vials should be supplied with aluminum seals containing the following logogram:

LIQUIDS

Liquid preparations should be in bottles with pilfer-proof caps bearing the following logogram:

The top of the cap and the label to be affixed on the containers should bear a distint colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words **"Rajasthan Govt. Supply- Not for Sale निःशुल्क वितरण हेतु, QC – Passed"** and the logogram. Name of drug 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.

OINTMENTS & CREAMS

Ointments & Creams should be supplied in tubes bearing the following logograms and the words **"Rajasthan Govt. supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted. Name of drug 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.

TABLETS & CAPSULES

Tablets and Capsules should be supplied in Strips or Blisters or as mentioned in the list of items for tender. The strip, etc, should bear the following logograms and the words **"Rajasthan Govt. supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted. Name of drug 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

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

_____

(Name of Drugs etc.)

_____

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

Net. Weight:……..Kg

Manufactured by/Assembled by

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The name of the drug shall be mentioned in Hindi and English and should be legible and be printed more 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 strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Bids for the supply for Drugs and medicines 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 strips of tablets and capsules and labels of bottles, ampoules and vials etc., as per the design mentioned above.
2. All tablets and capsules have to be supplied in standard packing in aluminum strip or blisters with aluminium foil back with printed logogram and shall also conform to schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
3. Labels of Vials, Ampoules and Bottles containing the items Bided for should also carry the logogram.
4. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement and liquidated 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.
5. In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

15. PACKING

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

2. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other paediatric oral liquid preparations.
3. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
4. Injection vials should have flip off seals.
5. All plastic containers should be made of virgin grade plastic.
6. The name of the drug should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.
7. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
8. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.
9. Packing should be able to prevent damages or deterioration during transit.
10. In the event of items supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 18.2 and 19.

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS

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

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

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

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

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

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

CARRY STRAP:

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

LABEL:

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

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:

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

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

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

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

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

IV. SPECIFICATION FOR IV FLUIDS

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

V. SPECIFICATION FOR LIQUID ORALS

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

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

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

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

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

Every Ointment tube should be individually packed in cartoon and then packed in 20's in a grey board box] which may be packed in a corrugated box.

VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)

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

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

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

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

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

VIII. SPECIFICATION FOR ORS

The sachets should be of Aluminium Foil laminated with glassin or heat sealable plastic film, Outer paper may contain label information.

50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

IX. LYSOL

Not more than four 5 liters cans may be packed in a single Box.

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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 Drugs shall have the active ingredients within the permissible level throughout the shelf life period of the drug. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.
3. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.
4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence for certain critical drugs when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
5. The products should conform to the standards of IP/BP / USP as the case may be. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP)

17. PAYMENT PROVISIONS

1. No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and analytical laboratory report regarding quality, the payment would be made in 30 days. (Annexure- XIV & XV)
3. The in charge of district drug warehouse (DDW) will acknowledge the drugs received & ensure entry in e- Aushdhi software online. .
4. All bills/ Invoices should be raised in duplicate and in the case of excisable Drugs and Medicines, 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 drug.
    b. The challan / invoice copy pertaining to DDW
5. Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order .However, the payment will be released only for the quantity in case of which the quality test report from approved test laboratories of RMSC has been received and found of standard quality.
6. If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

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 Drugs 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 drug, as notified by the Govt., after the date of submission of Bid, the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.

7(b) In case of successful bidder has been enjoying 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:-

a) Delay upto one fourth period of the prescribed delivery period; 2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%
d) Delay exceeding three fourth of the prescribed delivery period. 10%

Note:- 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%.

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.15.10.**

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 Earnest Money Deposit deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from **blacklisting/ debarring the supplier.** (As per guidelines for blacklisting/ debarring at annexure IX including amendment)
2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days from the issue of letter from ordering authority the information of which may be communicated by e- mail. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS IF THE SUPPLIER does not take back the gods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD drugs within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the drugs rejected till such destruction.
3. The supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not

consumed and the ordering authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for Black Listing. (As per guidelines for blacklisting/ debarring at annexure IX including amendment)

4. For supply of drugs of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including blacklisting. (As per guidelines for blacklisting/ debarring at annexure IX including amendment)
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.
9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause **13.10, Clause 15.10 and in Clause 16.3** the penalty will be imposed on supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the performance security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
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 binding; in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.

11. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and binding.

20. EMPANELMENT OF FIRMS

RMSC invites Applications from eligible firms for Empanelment for supply of Drugs & Medicines mentioned in Annexure- VII for one year. The empanelment would entitle a firm to participate in RMSC for limited 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-XII.

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

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

The supplier shall submit the supply commitment quantity'' in Annexure XI 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 drugs 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 drugs or when it is considered that the drugs being of critical and vital nature, in such cases, the quantity of drugs may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. Filling an appeal

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

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

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

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

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

iv. Appeal not to lie in certain cases

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

(a) Determination of need of procurement;

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

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

v. Form of Appeal

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

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

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

vi. Fee for filling appeal

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

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

vii. Procedure for disposal of appeal

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

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

Authority, as the case may be, shall,-

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

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

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

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

27. <u>COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:</u>

Any person participating in a procurement process shall-

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

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

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

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

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

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

g) Disclose conflict of interest, if any; and

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

Conflict of interest:-

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

A Conflict of interest is considered to be a situation in which a party has inter4ests 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-in0chage/ consultant for the contract.

Managing Director
Rajasthan Medical Services Corporation

Annexure - 1

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

Bank Copy

punjab national bank

DIST. NO.

Branch

Institute Name: Rajasthan Medical Services Corporation, Jaipur

Institute ID: RMSCJ - A/c No. 2246002100024414

Date of Deposit: DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

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

Mobile No.

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹

Commission ₹ 0 0 0 0 0 - 0 0

Total amount ₹ -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch

Institute Name: Rajasthan Medical Services Corporation, Jaipur

Institute ID: RMSCJ - A/c No. 2246002100024414

Date of Deposit: DD MM YY

DETAILS OF THE SUPPLIER

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

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ANNEXURE-II

Ref. Clause No.8

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

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

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

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

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

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

Place…….

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

VERIFICATION

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

DEPONENT

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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	2009-10	
2	2010-11	
3	2011-12	
Total		**Rs.** **Lakhs**
Average turnover per annual		**Rs.** **Lakhs**

Date:

Seal:

Siganture of Auditor/
Chartered Accountant
(Name in Capital)

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

AGREEMENT

This Deed of Agreement is made on this _____day of _____2013 by M/s._____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____and its Factory Premises at _____ (hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Executive Director (P) having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

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

1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the rate contract cum supply for Drug & Medicines For Rajasthan

Medical Services Corporation, the instruction to Bidders, the conditions of Bid, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the supply by the Supplier to the Purchaser of the Drug and Medicines specified in the agreement on the terms and conditions set forth in the Agreement.

(b) This Agreement shall be deemed to have come into force with effect from the_____ and it shall remain in force upto - _____.

(c) The Bid quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the Drugs and Medicines on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

1 (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit 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 Security Deposit made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.

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

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

NOTICE ETC, IN WRITING

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

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

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

the consent in writing the consent in writing of the Purchaser obtained in first hand.

BANKRUPTCY OF THE SUPPLIER

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

SERVING OF NOTICE ON SUPPLIER

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

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

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

SUPPLIER

EXECUTIVE DIRECTOR (P),
RAJASTHAN MEDICALSERVICES CORPORATION LTD.

Witness
1.

2.

Witness

-

ANNEXURE – V
Ref. Clause No. 5 (u)

Check List

Section	Details of requirement	Document Type	Yes/No If Yes Page No.
A	**EMD, RISL Fess, Tender Processing Fees, Empanelment Fees.**	Challan/DD of EMD, tender fee and RISL fee and SSI certificate for exemption with Annexure-II	
B	**Technical documents**	Manufacturing License	
		Manufacturing License renewal /validity certificate	
		Non Conviction Certificate issued by the Drugs Controller	
		Good Manufacturing Practices Certificate	
		Import License, if imported.	
		Sale License, in the case of imported drugs	
		Copy of record of import to establish 3 years market standing, if imported.	
		Product Permissions by the Licensing Authority for each and every product quoted	
		Market Standing Certificate issued by the licensing Authority	
		Annexure-XIII Performance Statement	
C	**Other Documents**	Documentary evidence for the constitution of the company / concern	
		The instruments such as power of attorney resolution of board etc	
		Authorization letter nominating as responsible person of the Bidder to transact the business with Bid inviting Authority	
		Copies of balance sheet & profit loss account for three years	
		Sales Tax clearance certificate	
		Excise Registration Certificate	
		Copy of PAN	
		Annual Turnover Statement	
		Annexure-VI Check List Of Details Regarding	

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		Products Quoted	
		Annexure-VII Declaration and Undertaking	
		Annexure-XI Commitment Of Quantity	
		Annexure-XII Undertaking For Empanelment	

-

Annexure – VI
Ref. Clause No. 5 (u)

Check list of details regarding products quoted

Product permission as per condition no. 5 (c) and Market Standing as per condition 5 (g)									
S. No.	**Quoted Item /Code no.**	**Product permission enclosed on page no.**	**Date of product permission / Approval**	**Product permission of formulation Generic / Branded**	**Specification as per Code no. Yes/ No**	**As per MSC product Mfg & Mkd since last 3 years**		**Attested**	**Remark**
						Page No.	**Yes/ No**		
1									
2									
3									
4									
5									

-

Annexure – VII
Ref. Clause No. 5 (o),(q),(t),(v),(w)

Declaration & Undertaking

(for F.02(50)/RMSCL /procurement/drug/nit-2/2013/ 515 Dated 14.5.2013)
(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 **or form 10** bearing Number……. &……..respectively, issued on dated……..valid/Renewed up to……..do here by declare on oath as follows:-

1. That none of the quoted Drug and Medicines manufactured / imported by us since grant of above drug license have been found as of spurious or adulterated quality and no case in this regard is pending in any court.
2. That the quoted product is manufactured/imported by us, and none has been declared as "Not of standard quality" during last two years.
3. That we have following installed manufacturing capacity in our plant at above address:-

S.No.	**Category [Tab/Cap/Liquid/Oral/injectable/ ointment (Tubes) etc]**	**Spare dedicated manufacturing capacity for RMSC per month (irrespective of number of shifts)**

4. That our Firm/Company does not stand blacklisted /debarred or banned on any ground either by Bid Inviting Authority or Govt. of Rajasthan on the date of bid submission.

   Our Firm/Company also does not stand blacklisted, debarred or banned on the ground of quality of the products supplied or on the ground of submission of fake or forged documents or false information / facts, by any

State or Central Government or by its central drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.

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

S. No.	**Code No.**	**Name of the Product**	**Specification IP/BP/USP/ Other**	**Date of product permission obtained from the Licensing Authority**	**Whether Endorsement is in Generic or Trade Name**	**Issuing Licensing Authority**
1.						

7. That we have over three years' experience in the manufacture of the quoted product, or the quoted imported product has over 3 years market standing.
8. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of drugs and our unit have been issued G.M.P.* Certificate as per Schedule M by State Licensing Authority vide letter No…….dated…….valid upto……..
9. 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……..
10. That I will supply the Drug and Medicines per the designs given in Bid clause no 14 and as per the instructions given in this regard.
11. That I/We have carefully read all the conditions of Bid in Ref. no. F.02(50)/RMSCL/PROCURMENT/DRUG/NIT-2/2013/515 dated 14.5.2013 for Annual Rate Contract cum Supply, of Drugs and Medicines

for Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.

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

13. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:
    a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
    b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
    c. I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
    d. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
    e. l/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

14. Our complete address for communication:- ----------

-

15. E=mail address :- ----------

16. Bank detail for e banking :-

    Name of account holder ……

    Full name of Bank with Branch ……

    A/c no. with full digits……..

    IFSC code ……..

(Name of Deponent & Signature)
Designation

Verification

I……..S/o……(Designation)…….

Affirm on oath that the contents/information from para 1 to 16 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
Ref. Clause No. Clause 9 (ii)

List of Drugs with Specifications

S. No.	Code No.	Name of item with specification	Packing Unit	Estimated Tender Qty.(No. of tabs, Caps, ampoules, bottles, tubes, etc.)	Minimum labelled Shelf Life (In Months)
1	**2**	**3**	**4**	**5**	**6**
1.	2	Bupivacaine Hydrochloride in Dextrose Injection USP Each ml contains Bupivacaine Hydrochloride 5.0 mg. Dextrose 80.0 mg.	4 ml Amp (10 ampoules)	40000	24
2.	5	Drotaverine Hydrochloride Injection 40 mg/ 2 ml	2 ml Amp (10 ampoules)	500000	36
3.	7	Isoflurane USP	100 ml bottle	6000	36
4.	8	Ketamine Injection IP 50 mg/ ml	10 ml Vial	5000	24
5.	9	Lignocaine Ointment 5%	10 gm Tube	180000	24
6.	12	Lignocaine Gel IP 2%	30 gm Tube	100000	24
7.	14	Propofol Injection IP 10 mg/ ml	20 ml Vial / Ampoule	20000	36
8.	19	Diclofenac Sodium Injection IP 25 mg/ ml	3 ml Amp (10 ampoules)	8000000	36
9.	20	Diclofenac Sodium Tablets IP 50 mg	10x10 Tab strip/ blister	45000000	36
10.	23	Ibuprofen Tablets IP 200 mg (Coated)	10x10 Tab Blister	22000000	36
11.	24	Ibuprofen Tablets IP 400 mg (Coated)	10x10 Tab Blister	42000000	36
12.	26	Paracetamol Drops (Each ml contains Paracetamol 150 mg)	15 ml bottle	2700000	24
13.	27	Paracetamol Syrup IP 125mg/ 5 ml	60 ml bottle	11000000	24
14.	28	Paracetamol Tablets IP 500 mg	10x10 Tab Blister	150000000	36
15.	33	Tramadol Injection 50 mg/ ml	2 ml Amp (10 ampoules)	800000	24
16.	35	Betamethasone Tablets IP 0.5 mg	10x10 Tab Blister	7400000	24
17.	36	Cetirizine Tablets IP 10 mg	10x10 Tab Blister	102000000	36
18.	37	Chlorpheniramine Maleate Tablets IP 4 mg	10 x10 Tab strip /Blister	85000000	30
19.	46	Pheniramine Maleate Syrup- 15 mg/	30 ml Bottle	2500000	24

		5ml	(Amber Colour)		
20.	48	Promethazine Syrup IP 5 mg/ 5ml	60 ml bottle	500000	24
21.	49	Promethazine Injection IP 25mg/ ml	2 ml Amps (Amber Colour) (10 ampoules)	100000	36
22.	50	Promethazine Tablets IP 25 mg	10 x10 Tab strip	1500000	36
23.	51	Naloxone Injection IP 0.4mg/ ml	1 ml Amp (10 ampoules)	500	24
24.	52	Pralidoxime Chloride Injection IP 25 mg/ml	20 ml Vial	50000	24
25.	54	Carbamazepine Tablets IP 100 mg (Film Coated)	10x10 Tab strip/ blister	1500000	36
26.	56	Phenobarbitone Tablets IP 30 mg	10x10 Tab strip	1300000	36
27.	57	Phenytoin Injection 50 mg/ml	2 ml Amp (Amber colored) (25 ampoules)	680000	36
28.	59	Phenytoin Tablets IP 100 mg (Film Coated)	10x10 Tab strip	2400000	36
29.	60	Sodium Valproate Injection 100 mg/ ml	5 ml Vial	90000	36
30.	67	Amikacin Injection IP 100 mg	2 ml vial	1300000	36
31.	68	Amikacin Injection IP 500 mg	2 ml vial	3200000	36
32.	70	Amoxycillin and Potassium Clavulanate Tabs IP 500 mg + 125 mg	10x 10 Tab strip	17000000	24
33.	78	Azithromycin Tablets 100 mg Dispersible Tablets	10x10 Tab strip	2400000	24
34.	82	Benzathine Benzylpenicillin Inj IP 6 lac units	Vial	30000	24
35.	87	Cefotaxime Injection 1g	Vial	1000000	30
36.	88	Cefotaxime Injection IP 250 mg	Vial	700000	30
37.	89	Ceftazidime Injection IP 1 g	Vial	500000	24
38.	90	Ceftazidime Injection IP 250 mg	Vial	1000	24
39.	91	Ceftazidime Injection IP 500 mg	Vial	1000	24
40.	92	Ceftriaxone Injection IP 125 mg	Vial	200000	30
41.	94	Ceftrioxone Injection IP 250 mg/ vial	Vial	500000	30
42.	105	Clotrimazole Vaginal Tablets IP 500 mg)	Single Tablet 10 Tablets with an applicator	780000	36
43.	109	Co-trimoxazole Tablets IPTrimethoprim 80 mg andSulphamethoxazole 400 mg	10 x 10 Tab Blister	30000000	36
44.	111	Doxycycline Capsules IP 100 mg	10x10 Tab	13000000	36

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			strip/ blister		
45.	112	Erythromycin Estolate Oral Suspension USP 125 mg/ 5 ml	30 ml Bottle	1300000	24
46.	113	Erythromycin Stearate Tablets IP 250 mg Film Coated	10x10 Tab Blister	5000000	24
47.	117	Griseofulvin Tablets IP 125 mg	10x10 Tab strip	700000	36
48.	123	Metronidazole Tablets IP 400 mg (Film Coated)	10x10 Tab Blister	35000000	36
49.	124	Norfloxacin Tablets IP 400 mg Film Coated	10 x 10 Tab Blister	12500000	36
50.	125	Ofloxacin Tablets IP 200 mg	10x10 Tab Blister	16820000	36
51.	128	Primaquine Tablets IP 2.5 mg	10x10 Tab strip/ blister	6500000	24
52.	129	Primaquine Tablets IP 7.5 mg	10x10 Tab strip/ blister	9300000	24
53.	130	Procaine Penicillin with Benzylpenicillin Injection IP 3+1 lac units	Vial	100000	24
54.	131	Quinine Dihydrochloride Injection 300 mg/ ml	2 ml Amp (25 ampoules)	200000	24
55.	134	Bleomycin Injection IP 15 units	Vial	5000	36
56.	139	Cyclophosphamide Injection IP 500 mg	25 ml glass vial	150000	24
57.	153	Methotrexate Injection IP 50 mg/ 2 ml	2 ml glass vial	8000	36
58.	161	Levodopa and Carbidopa Tabs IP 250 mg + 25 mg	10x10 Tab Strip	341000	24
59.	165	Deferasirox Tablets 100 mg	30 Tab	300000	24
60.	166	Deferasirox Tablets 500 mg	30 Tab	1000	24
61.	169	Desferrioxamine Injection IP 500 mg / Vial (For I.M. Inj and I.V., S.C. Infusion)	Vial	500	24
62.	171	Dried Human Anti haemophlic Fraction IP (Dried Factor VIII Fraction IP) 250 IU/ Vial (IV use)	Vial with diluent	5000	30
63.	173	Ethamsylate Injection 250 mg/ 2 ml (IM/ IV)	2 ml Amp (10 ampoules)	20000	24
64.	174	Heparin Sodium Injection IP 5000 IU/ ml (IM/ IV use)	5 ml vial	20000	36
65.	175	Human Albumin Solution IP 20%	100 ml Bottle	31000	36
66.	180	Vitamin K Injection Each ml Contains Menadione Sodium Bisulphite 10mg Equivalent to 5.2 mg of Menadione. (Aqueous Solution)	2 ml Amp (25 ampoules)	223000	24
67.	181	Amiodarone Tablets IP 100 mg	10x10 Tab	1000	36
68.	183	Amiodarone Hydrochloride	3 ml Amp	100	24

		Injection 50 mg/ ml	(10 ampoules)		
69.	184	Amlodipine Tablets IP 2.5 mg	10x10 Tab Blister	7900000	36
70.	186	Atenolol Tablets IP 50 mg	10x14 Tab Blister	6000000	36
71.	187	Atorvastatin Tablets IP 10mg	10x10 Tab Blister	2500000	24
72.	188	Clopidogrel Tablets IP 75 mg	10x10 Tab Strip	3500000	36
73.	189	Digoxin Injection IP 0.25 mg/ml	2 ml Amp (25 ampoule)	23000	24
74.	191	Diltiazem Tabs IP 30 mg Film Coated	10x10 Tab Blister	1000000	36
75.	192	Dobutamine Injection 50 mg/ml	5 ml Amp (10 ampoules)	10000	24
76.	194	Enalapril Maleate Tablets IP 5mg	10x10 Tab strip	1000000	24
77.	195	Enalapril Maleate Tablets IP 2.5 mg	10x10 Tab Strip	500000	24
78.	198	Isosorbide mononitrate Tabs IP 20 mg	10x10 Tab strip	3400000	24
79.	199	Lisinopril Tablets IP 5 mg	10x10 Tab strip	700000	24
80.	200	Losartan Tablets IP 50 mg	10x10 Tab strip	5400000	36
81.	201	Magnesium Sulphate Injection 50 mg/ml (50% w/v)	2 ml Amp (25 ampoules)	180000	24
82.	204	Nifedipine Tablets IP 10 mg. (Sustained Release)	10x10 Tab Blister	100000	36
83.	205	Nitroglycerin Injection 5 mg/ ml	5 ml Amp (10 ampoules)	45000	36
84.	207	Propranolol Tablets IP 40 mg	10x10 Tab strip	1000000	36
85.	211	Verapamil Tablets IP 40 mg Film Coated	10x10 Tab strip	186000	30
86.	212	Verapamil Injection IP 2.5 mg/ ml	2 ml Amp (25 ampoules)	29000	24
87.	214A	Calamine Lotion IP	50 ml Bottle	500000	36
88.	219	Ointment containing: Lidocaine IP 3%, Zinc oxide IP 5%, Hydrocortisone IP 0.25%, Allantoin IP 0.5%	15 g Tube	200000	24
89.	224	Silver Sulphadiazine cream 1%	50 gm Tube	900000	24
90.	234	Fluorescein Eye Drops IP 1%	5 ml vial with sterilized dropper, or squeeze vial	16000	24
91.	239	Mantoux Fluid (Tuberculin PPD IP)	5 ml vial	19000	36
92.	242	VDRL Antigen (with +ve and- ve control)/ RPR Slide Kit	100 Test kit	1000	24
93.	243	Cetrimide Tincture 0.5% w/v (Cetrimide 0.5 w/v, Average	200 ml Bottle (Amber colour)	99000	24

		Absolute Alcohol content 65.5% v/v)			
94.	246	Gentian Violet Topical Solution USP 1%	200 ml Bottle	50000	24
95.	256	Hydrochlorthiazide Tablets IP 12.5 mg	10x10 Tab strip	1600000	36
96.	258	Spironolactone Tablets IP 25 mg	10x10 Tab Blister	1240000	36
97.	259	Torsemide Tablets 10 mg	10x10 Tab strip	792000	24
98.	261A	Antacid Liquid, Each 5 ml contains Dried Aluminium Hydroxide Gel 250 mg, Magnesium Hydroxide 250 mg, Activated polydimethyl siloxane 50 mg	60 ml Bottle	4460000	24
99.	262	Bisacodyl Tablets IP 5 mg	10x10 Tab strip	2000000	36
100.	263	Dicyclomine Tablets IP 10 mg	10x10 Tab strip/ blister	31000000	24
101.	266	Domperidone Suspension 5 mg/5ml	30 ml Bottle	700000	24
102.	267	Domperidone Tablets IP 10 mg	10x10 Tab Blister	30600000	24
103.	268	Hyoscine Butylbromide Injection IP 20 mg/ml	1 ml Amp (25 ampoules)	200000	24
104.	269	Loperamide Tablets IP 2 mg	10x10 Tab Strip	2350000	36
105.	271	Metoclopramide Tablets IP 10 mg	10x10 Tab Blister	10000000	36
106.	272	Omeprazole Capsules IP 20 mg	10x10 Cap Strip	67300000	24
107.	275	Pentoprazole Injection 40 mg	Vial	1600000	24
108.	277	Ranitidine Tablets IP 150mg Film coated	10x10 Tab strip	46700000	24
109.	280	Carbimazole Tabs IP 5 mg (film Coated)	10x10 Tab Blister	100000	24
110.	285	Dinoprostone cream 0.5 mg	Syringe	40000	24
111.	287	Glibenclamide Tablets IP 5 mg	10x10 Tab Strip/ blister	1000000	24
112.	288	Gliclazide Tablets IP 40 mg	10x10 Tab Strip / Blister	100000	24
113.	289	Glimepiride Tablets IP 2 mg	10x10 Tab Strip/ blister	8500000	24
114.	290	Glimepiride Tablets IP 1 mg	10x10 Tab Strip/ Blister	5200000	24
115.	291	Glipizide Tablets IP 5mg	10x10 Tab Blister	100000	24
116.	293	Hydroxyprogesterone Injection IP 250mg/ ml	1 ml Amp (25 ampoules)	30000	24
117.	296	Norethisterone Tablets IP 5 mg	10 x 10 Tab Strip	460000	36

118.	297	Pioglitazone Tablets IP 15 mg	10x10 Tab Blister	400000	24
119.	298	Progesterone Injection 200 mg/ 2ml	2 ml Amp (10 ampoules)	10000	24
120.	299	Propylthiouracil Tablets IP 50 mg	10x10 Tab strip	48000	24
121.	300	Soluble Insulin Injection IP 40 IU/ ml. (r-DNA origin)	10 ml Vial	20000	24
122.	301	Thyroxine Sodium Tablets IP 0.1 mg of Thryoxine Sodium equivalent to 0.091 mg of anhydrous Thyroxine Sodium	10x10 Tab strip	2000000	24
123.	302	Human Anti D Immunoglobulin IP Inj. 50mcg	PFS/Vial	1000	24
124.	304	Human Anti D Immunoglobulin IP 150 mcg	1 ml Vial	1000	24
125.	309	Tetanus Immunoglobulin 250 IU/ Vial	Vial/Ampoule	100	36
126.	310	Tetanus Vaccine (adsorbed) IP	5 ml Vial	200000	36
127.	311	Atracurium Injection USP 10 mg/ ml	2.5 ml Amp (10 Amps)	41000	24
128.	313	Midazolam Injection BP 1 mg/ ml	5 ml vial	122000	24
129.	316	Neostigmine Tablets IP 15 mg	10x10 Tab strip	17000	36
130.	322	Ciprofloxacin Eye Drops 0.3 % w/v	5 ml vial with sterilized dropper, or squeeze vial	2000000	36
131.	323	Ciprofloxacin Ophthalmic Ointment USP 0.3%	5 g Tube	800000	24
132.	328	Sulfacetamide Eye drops 20%	5 ml vial with sterilized dropper, or squeeze vial	400000	24
133.	331	Tobramycin Eye Drops 0.3%	5ml vial with sterilized dropper, or squeeze vial	378000	24
134.	332	Tobramycin Ophthalmic Ointment USP 0.3%	5 g Tube	10000	24
135.	333	Isoxsuprine Injection IP 5 mg/ml	2ml Amp (10 ampoules)	49000	24
136.	335	Methylergometrine Injection IP 0.2 mg/ml	1 ml (Amber colored) (25 ampoules)	500000	24
137.	337	Misoprostol Tablets 200 mcg	10x10 Tab	894000	24
138.	342	Chlordiazepoxide Tablets IP 10 mg	10x10 Tab strip	10000	36
139.	343	Chlorpromazine Tablets 100 mg (Sugar coated)	10x10 Tab strip	100000	24
140.	345	Chlorpromazine Tablets IP 50 mg	10x10 Tab	600000	24

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		(Coated Tablets)	Strip		
141.	347	Clomipramine Capsules IP 25 mg	10x10 Cap Strip	147000	24
142.	348	Clonazepam Tablets IP 1 mg	10x10 Tab Strip / blister	4600000	36
143.	350	Diazepam Tablets IP 5 mg	10x10 Tab strip/ blister	1875000	24
144.	353	Haloperidol Injection IP 5 mg/ml	1 ml Amp (10 ampoules)	145000	24
145.	357	Imipramine Tablets IP 75 mg (Coated)	10x10 Tab Blister	100000	36
146.	359	Lorazepam Injection 2 mg/ ml	2 ml Amp (25 ampoules)	60000	24
147.	361	Risperidone Tablets 2 mg	10x10 Tab Strip/ Blister	1600000	36
148.	362	Risperidone Tablets 1 mg	10x10 Tab Strip/ Blister	347000	36
149.	363	Sertraline Tablets 50 mg	10x10 Tab Strip/ Blister	1700000	36
150.	364	Trifluperazine Tablets IP 5 mg Coated	10 x10 Tab Strip	50000	24
151.	366	Beclomethasone Inhalation IP 200 mcg/ dose	200 metered doses container	268000	36
152.	367	Budesonide Nebulizer Suspension 0.25mg/ ml	2 ml Amp (10 ampoules)	419000	24
153.	370	Salbutamol Tablets IP 4 mg	10x10 Tab Strip/ blister	20500000	24
154.	372	Salbutamol Nebuliser Solution BP 5 mg/ ml	10 ml vial	300000	36
155.	373	Salbutamol Tablets IP 2 mg	10x10 Tab strip/ blister	9800000	24
156.	375	Theophylline and Etofylline Tablets (Theophylline IP 23mg + Etofylline IP 77 mg)	10 x10 Tab Blister	13600000	36
157.	376	Theophylline Tablets 400 mg (Sustained Release/ Controlled Release)	10x10 Tab Blister	2038000	24
158.	387	Ascorbic Acid Tablets IP 500 mg	10x10 Tab Strip	5000000	24
159.	390	Ferrous Sulphate with Folic Acid Tab. Each film coated Tab. Containing Dried Ferrous Sulphate IP- equivalent to 100 mg Elemental Iron and Folic Acid IP 0.5 mg	10x10 Tab strip/ blister	69735000	36
160.	391	Ferrous Sulphate with Folic Acid Tab. (Paediatric) Each film coated Tab. Containing dried Ferrous Sulphate IP-equivalent to 20 mg	10x10 Tab strip/blister	20000000	24

		Elemental Iron and Folic Acid IP-100			
161.	392	Folic Acid Tablets IP 5 mg	10x10 Tab strip	21000000	36
162.	399	Concentrated Haemodialysis Fluid B.P Acetate concentrate in 10 Litre Cans. Each 1000ml After 1:34 dilutions should provide Sodium Chloride 135 to 140 meq/Litre sodium Acetate 35-38 meq/Litre Potassium Chloride 1.5-2 meq/Litre Magnesium chloride 1-1.5 meq/Litre calcium chloride 0-3 meq/Litre (depending on local condition) water purified to 1000 ml	10 Ltrs Plastic Can	5700	24
163.	401	Peritonial Dialysis Solution IP	1000 ml FFS/ BFS Pack	42000	24
164.	404	Water for Injection IP	9 ml Amp (50 ampoules)	12027000	36
165.	407	Anti-Inhibitor coagulation Complex (Human Plasma Protein with a Factor VIII Inhibitor Bypassing Activity of 500 IU per Vial)	vial with 20 ml solvent	300	24
166.	410	Labetalol Tablets IP 100mg	10x10 Tab Blister	100000	24
167.	415	Drotaverine Tablets 40 mg	10x10 Tab Blister	1300000	36
168.	417	Cloxacillin sodium Injection IP 500 mg	Vial	2000	24
169.	418	Betamethasone Sodium Phosphate Injection IP 4 mg/ml	1 ml Vial/ ampoule	315000	24
170.	423	Hyaluronidase Injection IP Each vial contains Hyaluronidase IP 1500 IU	Vial	13000	36
171.	425	Fluconazole Eye Drops 0.3%	5 ml vial with sterilized dropper, or, squeeze vial	70000	24
172.	429	Furazolidone Tablets IP 100 mg	10x10 Tab strip/ Blister	10000	36
173.	438	Dicyclomine Hydrochloride and Activated dimethicone suspension. Each ml contains: Dicyclomine Hydrochloride 10 mg, Activated dimethicone 40 mg	10 ml bottle with dropper	10000	24
174.	439A	Dicyclomine and Paracetamol Tablets Dicyclomine Hydrochloride 20 mg + Paracetamol 325 mg Tablets	10x10 Tab Blister	19000000	36

175.	443	Clotrimazole mouth paint (Clotrimazole 1% w/v)	15 ml squeeze bottle	10000	36
176.	445	Beclomethasone, Neomycin and Clotrimazole Cream (Beclomethasone dipropionate 0.025%, Neomycin sulphate 0.5% Clotrimazole 1%)	10g Tube	3400000	24
177.	450	Povidone Iodine Solution IP 5%	100 ml bottle	10000	24
178.	455	Metformine Hydrochloride (Sustained Release) and Glimperiride Tablets {Metformine Hydrochloride (Sustained Release) 500 m, Glimipiride 2 mg}	10 x 10 Tab Blister	2400000	36
179.	462	Atenolol Tablets IP 25 mg	10x14 Tab blister	3000000	36
180.	463	Enalapril Maleate Tablets IP 10 mg	10x10 Tab strip	100000	36
181.	464	Hydrochlorthiazide Tablets IP 25 mg	10x10 Tab strip	240000	36
182.	467	Losartan Tablets IP 25 mg	10x10 Tab blister	2000000	36
183.	471	Torsemide Injection 10 mg/ml	2 ml Amp (25 ampoules)	5000	24
184.	472	Zinc Sulphate Dispersible Tablets IP Elemental Zinc 10 mg	10x10 Tab Strip/ Blister	3737000	24
185.	473	Amoxycillin Oral Suspension IP (Dry Syrup) 125 mg/ 5 ml	30 ml Bottle	500000	18
186.	474	Carbamazepine Oral Suspension 100 mg/ 5ml	100 ml Bottle	2000	24
187.	476	Cephalexin Tablets 125 mg (Dispersible Tablets)	10x10 Tab strip	3000000	18
188.	478	Metoclopramide Hydrochloride Syrup IP 5 mg/5ml	30 ml Bottle with separate dropper	100000	24
189.	483	Diclofenac Sodium and Paracetamol Tablets Diclofenac Sodium 50 mg + Paracetamol 325 mg	10 x 10 Tab Blister	200000000	36
190.	498	Cetirizine, Phenylephrine & Paracetamol Tablets Cetirizine 5 mg, Phenylephrine 10 mg & Paracetamol 325 mg	10x10 Tablet	30000000	24
191.	521	Ofloxacin Infusion IP 200mg/ 100 ml (in NaCl Inj)	100 ml Bottle	400000	36
192.	522	Pyrimethamine and Sulphadoxine Tablets IP (Pyrimethamine 37.5 mg and Sulphadoxine 750 mg)	2 Tablet Strip/ Blister (50x2 Tab)	18000	24
193.	529	Dacarbazine Injection 500 mg USP/ BP	Vial	700	24

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194.	535	Mesna Injection 200 mg	2 ml Ampoule (3 ampoules)	3300	36
195.	539	Bromocriptine Tablets IP 1.25 mg	10x10 Tablet Strip	6700	24
196.	540	Bromocriptine Tablets IP 2.5 mg	10x10 Tablet Strip	6700	24
197.	549	Clopidogrel and Aspirin Tablets Clopidogrel 75 mg and Aspirin 75 mg	10x10 Tablet Strip	3500000	24
198.	551	Isoprenaline Injection IP 2 mg/ml	1 ml Ampoule (5 ampoules)	10000	24
199.	555	Prazosin Tablets (Extended Release) 2.5 mg	10x14 Tablet strip / blister	200000	24
200.	563	Dithranol Ointment IP 0.5%	20 gm Tube	2200	24
201.	566	Neomycin sulphate and Bacitracin ointment USP 5 mg + 500 IU/ gm	15 gm Tube	260000	18
202.	576	Tamsulosin HCI Tablets 0.4 mg	10x10 Tablet Strip	339000	24
203.	586	Clotrimazole 1% with Beclomethasone Dipropionate 0.025% Ear Drops	5 ml ear drops	174000	24
204.	587	Clotrimazole 1% with lignocaine 1% Ear Drops	5 ml ear drops	720000	24
205.	588	Neomycin, Polymixin B and Hydrocortisone Ear Drops (Neomycin sulphate 3400 IU, Polymixin B Sulphate 10000 IU, and Hydrocortisone 10 mg per ml) Neomycin and Polymixin B Sulfate and Hydrocortisone Otic Solution USP	5 ml ear drops	171000	24
206.	602	Sulfasalazine Delayed Release Tablets USP/ Gastroresistant Sulfasalazine Tablets BP 500 mg	10x10 Tablet	80000	24
207.	604	Glucagon for Injection USP 1 mg/ ml	1 ml Vial	510	24
208.	606	Testosterone Propionate Injection IP 25 mg/ 1 ml	1 ml Vial	7200	32
209.	609	Chlorzoxazone Tablets USP 250 mg	10x10 Tablet	800000	24
210.	611	Betaxolol Ophthalmic Solution USP / Betaxolol Eye Drops, Solution BP 0.25%	5 ml Squeeze Vial	2300	24
211.	612	Betaxolol Ophthalmic Solution USP/ Betaxolol eye Drops, Solution BP 0.5%	5 ml Squeeze Vial	1200	24
212.	621	Sodium Chloride Injection IP	100 ml bottle	500000	24
213.	628	Riboflavin Tablets IP 5 mg	10x10 Tablet Strip	562000	36

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214.	629	Thiamine Tablets IP 100 mg	10x10 Tablet Strip	331000	24
215.	631	Alendronate Sodium Tablets USP/ BP 35 mg	4 Tablet (20x4 Tablet)	59000	24

Note:-

The above quantity mentioned for this supply cum rate contract is indicative and may vary as per the actual requirement of hospitals.

The bidder should quote rate for the above mentioned packing unit only.

General Requirement:-

1. The manufacturer should ensure Stability of the formulations and its ingredients in the packing supplied.
2. The blister packing of tablets/Capsules should have Aluminium foil back.
3. Strip packing should be of Aluminium / Alu- Alu foils.
4. Aluminium foil strips refer to thickness not less than 40 microns.
5. The rigid PVC used in blister packing should be of not less than 250 microns.
6. Small tablets packed in blister should be packed to facilitate easy removal of a tablet without breaking/ crushing.
7. Generic Name of drug should be printed in clearly legible bold letters.

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

RAJASTHAN MEDICAL SERVICES CORPORATION

GUIDELINES FOR BLACKLISTING/DEBARRING OF PRODUCT OR SUPPLIER/COMPANY

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 blacklisting 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 blacklisting 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 blacklisting 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 45/60 days as 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 vis-majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.

3.4 If the supplier fails to execute atleast 50% of the quantity mentioned in single purchase order and such failure in supply continues for three purchase orders, then supplier firm will be liable for blacklisting 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 drugs / medicines for a period of not less than 2 years or the period specified in Bid document.

4. ON ACCOUNT OF QUALITY FAILURE OF DRUGS & MEDICINES:

4.1. The drugs supplied by the suppliers to the District Drug Warehouses are quarantined and samples of each and every batch of drugs /medicines are drawn on random basis and forwarded to Quality Control Wing of RMSC at the headquarter. The samples are then sorted; common batches pooled, coded and are sent to the empanelled laboratories for quality control test as per the QC Policy of RMSC.

4.2. Samples of all sterile surgicals & sutures items falling in the categories of drugs will also be drawn as per above policy and all of them will be subjected essentially for sterility testing.

4.3. If such samples pass quality test in all respects, RMSC will instruct its Warehouses to issue items of drugs to various hospitals / institutions

4.4. If the sample fails in quality test and report is received certifying that sample is not of standard quality, the drugs of the batch will not qualified for issue and supplier shall be informed to take back stocks of such batch,

which failed the quality test and other consequences would follow as per the conditions in the 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 drug shall be liable for blacklisting 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 drug shall be liable for blacklisting for a period of not Less than 2 years.

4.7. In case three products of a company/supplier are blacklisted for supply made during a Bid duration the Supplier / Company shall be liable for blacklisting 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 blacklisting for a period of not less than 3 years.

4.9. If any statutory sample of RMSC supply drug is drawn by Drugs Control Officer on suo-moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier / company. If it is challenged then the report of Director, C.D.L., Kolkatta shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of blacklisting 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 blacklisting 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 blacklisting for a period of not Less than 3years.

5. PROCEDURE IN THE EVENT OF QUALITY FAILURE WILLINVOLVE 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 Drugs-Not for release" and shift it from quarantine area to Non-Release / Rejected Drugs Area (which is under lock & key) till its lifting by the supplier.

5.3 Immediately on receipt of NOSQ report, the second sample should be sent to another empanelled lab / Govt. Lab by the QC Cell.

5.4 The supplier shall be informed immediately about the test results and instructions be issued to lift the entire stock at supplier's expenses of such batch no. drug which is declared as "NOSQ" by the empanelled lab / Govt. Lab. However, in case of serious quality failure i.e. if drug is declared or adjudged spurious, adulterated or grossly substandard, one of drug warehouse 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 drug for statutory sampling by Drugs Control officer.

5.5 In case of drug declared as **Not of Standard Quality** on subsequent sampling after the batch was released the procedure given in sub-para 5.2 will be followed in respect of stock available with the warehouse. In respect

of stock already issued and drug warehouse in charge will take immediate steps to RETRIEVE the unused stock of such drugs from all such institutions and D.D.C.s by all possible mode and means and he/she will ensure that no such NOSQ drug is further distributed to the patients and ensure effective recall.

5.6 On receipt of test report from empanelled lab / Govt. Lab, show cause notice will be issued immediately to the concerned supplier calling for explanation within 3 days from the date of receipt of notice in respect of quality failure of concerned batches of drug. The supplier will be required to submit the batch manufacturing record, batch analysis report, raw material purchase record & raw material test reports etc. Opportunity for personal hearing, if desired by supplier, may also be accorded.

5.7 On confirmation of the test result by the second laboratory, the case will be referred to the disciplinary committee of RMSC for further action.

5.8 In case when the second report is contradictory to the first report, the statutory sample will be sent to Govt. Lab, whose report will be final and if the sample has been tested by the Govt. Lab at any stage, its report will be conclusive & final unless challenged as per provisions of Drugs & Cosmetics Act, 1940.

6. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

6.1. Each & every case of submission of false documents, failure to execute agreement, non-supply or quality failure, etc. will be referred to disciplinary committee of RMSC for examination on a case to case basis for making appropriate technical recommendation to Managing Director for further appropriate action.

6.2. The recommendations of disciplinary committee will be placed before the Managing Director, RMSC who shall take appropriate action which may deem fit in the light of facts & circumstances of the case by way imposing

penalty or debarring or Blacklisting of the particular product or supplier/ company.

6.3. If, the quality failure is of such nature that a particular product has been blacklisted according to the procedure stated above, the supplier will not be eligible for participating in any of the Bids for the particular item floated by RMSC for the specified period. For such purpose period of blacklisting will be counted from date of issue of order and it will deemed to be over on completion of the period and as such no fresh orders will normally be required for re-eligibility purpose. Similarly if the supplier /company is blacklisted the supplier will not be eligible for participating in any of the Bids for any of the items during blacklisted period.

7. POWER OF REVIEW:

Subsequent to the action taken on the basis of available facts if some new facts & evidences such as reversal of test results findings by Appellate Laboratories etc. are brought to the notice of the corporation, the Managing Director of RMSC will have the right to review the earlier action. He may seek advice from the disciplinary committee in such matters.

8. RIGHT TO APPEAL:

Any supplier / company against whom the above action is taken may prefer an appeal within 30 days of date of blacklisting order to the Principal Health Secretary, Medical & Health Department, Govt. of Rajasthan who shall decide the same.

9. Savings:

The blacklisting 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 blacklisted products and companies on its website and also circulate the same among all stakeholders viz. PSME,

DM&HS, DC including respective State Drug Controllers where the supplier / company is located.

10. **JURISDICTION**:

In the event of any dispute arising out of the orders and implementation thereof, such dispute shall be subject to the jurisdiction of the Courts of Jaipur City only or Hon'ble Rajasthan High Court, Bench at Jaipur.

EXPLANATIONS:

(i) Increase in the cost of raw materials, power cut, Labour strike, insolvency, closure of the factory would not be considered as act of vis-majeure.

(ii) The 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 blacklisting a drug will be considered 'Spurious' if empanelled lab / Govt. Lab so declare the product or it is found containing either no drug or very poor drug 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 blacklisting a drug 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 blacklisting 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.

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ANNEXURE_X
FORM NO. 1 [See rule 83 of RTPP]

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

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

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

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

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

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

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

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

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

Appellant's Signature

-

Annexure-XI

Ref. Clause No. 24(i)

Commitment of quantity

S. No.	Quoted item Code No. & Name of Drugs	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to RMSC in nos.	Annual Supply Commitment to RMSC in nos.
1.					
2.					
3.					
4.					

Signature of Authorized Signatory

-

ANNEXURE-XII
Ref. Clause No. 1(d), 5(z), 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 or form 10 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 Drugs & Medicines for the items I have quoted in the tender as enlisted in Annexure –VII
2. That I/We have carefully read all the conditions of Bid in Ref.no. F.02 (50)/ RMSCL/PROCURMENT/S&S/NIT-2/2013/515 *Dated 14.5.2013* for supply Cum rate contract and empanelment for supply of Drug and Medicines 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 – XIII
Ref. Clause No 5(i)

PERFORMANCE STATEMENT

(Attach Separate Sheet for each Item Quoted)

Name of Firm……..

Name of Product…….

Item Code……

Tender Quantity……..

Offered Quantity (as per capacity)…….....

S. No.	Batch No.	*Date (of start of Batch mfg.)	Batch Size	Quantity Sold	Name & Address of Purchaser with contact number	Quantity returned / rejected	Complaints/ Declared NOSQ after sale, if any	Remarks
2010-11								
1								
2								
3								
4								
5								
2011-12								
1								
2								
3								
4								
5								
2012-13								
1								
2								
3								
4								
5								

*Date of manufacture of the first batch shall be 3 years prior to the date of Bid Opening.

I understand that the above details are true, and if any fact is found false, RMSC may take appropriate action against my firm at any stage.

Signature & Seal of the Bidder

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Annexure-XIV
Ref. 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 : ……..	**Drug Code (RMSC) : ……**

S.No	Name of DDW	Odered Qty.	Invoice/ Challan no.	Date	Packing Size	Batch No.	Mfg. Date	Exp. Date	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	

Authorised Signatory

-

Annexure-XV
Ref. Clause No. 17.2

Analytical Report Regarding Quality

Name of Supplier:-						
Address:-						
PO No:-		**Date:-**				
Drug Name:-						
Details of in house test report:-						
S. No.	**Name of Lab.**	**Test report No.**	**Date**	**Batch No.**	**Qty. Supplied**	**Result**
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Authorised Signatory