

**Ref. No.: F.1 (04)/RMSC/Procurement/Reagents/2013**

**BIDDING DOCUMENT**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.**

**(A Govt. of Rajasthan Undertaking)**

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

**LIMITED E-BIDDING FOR RATE CONTRACT FOR SUPPLY OF  
REAGENTS AND DIAGNOSTIC KITS FOR THE YEAR 2013-14**



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**LAST DATE OF SUBMISSION OF ONLINE BIDS 14.06.2013**

**Ministry of Health & Family Welfare**

**Government of Rajasthan  
RMSCL**

**“Mukhyamantri Nishulk Janch Yojana”  
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India  
Tel No: 0141-2228066, 2228064, E-mail: rpsc@nic.in**

F.1( 04 )/RMSC/Procurement/Reagents/2013

Date: 08.06.2013

**Notice Inviting Limited Bids**

Limited E-bids are invited for Rate Contract for Supply of Reagents and Diagnostic Kits as per details in bidding document:-

<b>Date and time for downloading bid document</b>	<b>Last date and time for downloading bid document</b>	<b>Last date and time of submission of online bids</b>	<b>Date and time of opening of online bids</b>
08.06.2013 from 2.00 PM.	14.06.2013 at 2.00 PM.	14.06.2013 at 2.30 PM	14.06.2013 at 3.00 PM

Bid document can be downloaded from website <http://eproc.rajasthan.gov.in>. Bid document (T&C, list of items) can also be seen at [www.rpsc.nic.in](http://www.rpsc.nic.in). Bids are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>.

Bid Fees:- Rs. 2000/- (Rs. 1000/- for SSI Unit of Rajasthan), RISL Processing Fees :- Rs. 1000/-. Bid fees for the bidding document downloaded from the website and processing fees shall be deposited by the bidders separately as applicable BY WAY OF D.D./Bankers cheque in favour of MD, RMSCL and MD, RISL respectively before last date and time for online submission of bids (14.06.2013 at 2.00 PM). Bid fees and processing fees and bid security will be deposited physically at the Office of MD, Rajasthan Medical Services Corporation, Swasthya Bhawan, Tilak Marg, Jaipur Rajasthan. Amount of Bid Security will be calculated as per relevant clause of the terms and conditions in the bid document.

**Managing Director**

**LIMITED E-BIDDING FOR RATE CONTRACT FOR SUPPLY OF  
REAGENTS AND DIAGNOSTIC KITS FOR THE YEAR 2013-14  
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.  
FOR THE YEAR 2013-14**

**BID REFERENCE :**

**Date and time for downloading bid document : 08-06-2013**

**Last date and time for downloading bid document : 14.06.2013 upto 2.00 P.M.**

**Last date and time of submission of online bids : 14.06.2013 upto 2.30 P.M.**

**Date and time of opening of online bids : 14.06.2013 at 3.00 P.M.**

**COST OF THE BID DOCUMENT: Rs. 2000/-**

**LIMITED E-BIDDING FOR RATE CONTRACT FOR SUPPLY OF  
REAGENTS AND DIAGNOSTIC KITS FOR THE YEAR 2013-14  
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.  
FOR THE YEAR 2013-14**

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Bid Inviting Authority** unless the context otherwise requires) invites LIMITED BID FOR RATE CONTRACT FOR SUPPLY OF REAGENTS AND DIAGNOSTIC KITS FOR THE YEAR 2013-14.

1. **LAST DATE FOR RECEIPT OF BIDS.**

(a) E-Bids [ two separate (Technical bid & Price Bid)] will be received till 14.06.2013 upto 2.30 P.M. by the Rajasthan Medical Services Corporation Ltd, for the Rate Contract for Supply of Reagents and Diagnostic Kits for the year 2013-14.

(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 Bid Security.

(c) The e-tenders will be received on web-portal of e-procurement of GoR (<http://eproc.rajasthan.gov.in>). Every bidder will be required to submit tender fees of Rs. 2000/- (for SSI Unit of Rajasthan Tender Fees Rs. 1000/-) in the form of demand draft/bankers cheque drawn in favor of MD, Rajasthan Medical Services Corporation Limited. Every bidder will also be required to submit a demand draft of Rs. 1000/- in favor of MD, RISL separately towards processing charges. Every bidder will be required to

submit these two demand drafts/bankers cheques physically in the office of **RMSCL** by **2.00 PM** on 14.06.2013. Bids will be opened only after ensuring receipt of tender fees along with processing fees. In the absence of tender fees and processing fees the tenders will be rejected and will not be opened.

- (d) Every bidder will be required to submit necessary **Bid Security** in the form of demand draft/bankers cheque. If the amount of bid security is more than Rs. 10 lacs the same may be accepted in the form of bank guarantee valid for 150 days from the date of opening of technical bids issued by a scheduled bank (as per format provided at Annexure-XV). The same should be submitted latest by 2.00 PM on 14.06.2013 physically in the office of RMSCL. Bids will not be opened in case the required **Bid Security** is not submitted by stipulated time and date.

## 2. **ELIGIBILITY CRITERIA**

- (a) Bidder shall be a manufacturer having valid own manufacturing license or direct importer of the quoted items holding valid import license. Distributors/Suppliers/Agents/Loan licensees are not eligible to participate in the Bids.
- (b) Bidder should have average annual turnover in the last three financial years (2009-10, 2010-11 and 2011-12) not less than **Rs. 20 Crores**. For SSI units of Rajasthan, average annual turnover in the last three financial years (2009-10, 2010-11 and 2011-12) shall not be less than **Rs. 2 Crores**. If any bidder opts to get his turnover for the year 2012-13 considered to qualify in the bid, he will be required to submit duly audited financial statements.

- (c) (i) Bidder should have at least 3 years Market Standing as a manufacturer/importer for each item quoted in the Bid. Moreover the bidder should have supplied at least 70% of the quantity mentioned in bid document, during any of the last three calendar years. This supplied quantity may be of similar goods. The bidder is required to submit copies of supply order for the good supplied during last three years along with the bid. (Annexure – XIV)
- (ii) Bidder should have manufacturing license to manufacture the items issued by appropriate licensing authority for the quoted items.
- (d) The concern/company/firm which has been blacklisted/banned either by Bid Inviting Authority or Govt. of Rajasthan or by any other State/Central Government or its Drugs procurement Agencies shall not be eligible to participate in the Bid. If a company/firm and any product were blacklisted for a specified period, then the same will become eligible after blacklisting period is over.
- (e) Convicted firm/company shall also not be eligible to participate in the Bid.

### **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. **Bid Security/Performance Security** – Bid security will be Rs. 50,000/- per item of reagents and diagnostic kits quoted. Performance Security shall be furnished by the successful Bidder equal to 5% of the contract value.

Bid Security and Performance Security will not be taken from Undertaking, Corporation of GoI & GoR. Bid Security

will be taken at Rs. 12,500/- per item of testing kit quoted, from SSI units of Rajasthan and Performance Security @ 1% value of the contract. They will furnish original or Photostat 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-I under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered.

**iii. 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.

**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. All the prospective Bidders who have received the Bid document will be notified of the amendment in writing and that will be binding on them. 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. Compliance with Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence process;
- (b) Not misrepresent or omit that 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 anti-competitive behavior 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 party or to its property to influence the procurement process;
- (f) Not obstruct any investigations 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 country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

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

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

A bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limit 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 purpose 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. Participates by a Bidder in more than one Bid will result in the disqualification of all bids in which the bidder 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 specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.
- iv. Bidder is required to submit a declaration regarding qualifications as per Annexure- X

**v. Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Managing Director, Rajasthan Medical Services Corporation Ltd.

The designation and address of the Second Appellate Authority is Chairman, Rajasthan Medical Services Corporation Ltd.

**(i) Filing 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 or the Guidelines issued thereunder, 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 grounds 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) provisions 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 confidentially;

**(v) Form of Appeal**

(a) An appeal under para (1) or (3) above shall be in the annexed Form (Annexure-X-A) 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 authorized representative.

**(vi) Fee for filing 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 filing 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 to appeal free of cost.

(d) The order passed under sub-cause (c) above shall also be placed on the State public Procurement Portal.

## **5. TECHNICAL BID**

The bidder should furnish the following in technical bid:-

- (a) Bidders are allowed the option to quote for any item or more items as mentioned in tender (list of items proposed to be purchased at Annexure-XII). The amount of Bid Security will remain @ Rs. 50,000/- per item quoted. Each quoted item will be evaluated individually.
- (b) Bid Security shall be in the form of demand draft drawn in favour of Managing Director, Rajasthan Medical Services Corporation Ltd, payable at Jaipur and to be deposited physically in the office of RMSCL by 2.00 PM on 14.06.2013. If the amount of bid security is more than Rs. 10 lacs the same may be accepted in the form of bank guarantee valid for 150 days from the date of opening of technical bids issued by a scheduled bank (as per format provided at Annexure-XV).
- (c) 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.

- (d) The Bidder should furnish attested photocopy of the valid manufacturing License for the product duly approved by the Licensing authority, for each and every product quoted as per specifications in the bid. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted in the license.
- (e) Attested photocopy of the valid import license in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act, for the items which are regulated by the said Act)), if the product is imported. The license must have been renewed/valid up to date.
- (f) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed with the Bid.
- (g) Authorization letter nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority.
- (h) Bidder should have at least 3 years Market Standing as a manufacturer/importer for each item quoted in the Bid. Moreover the bidder should have supplied at least 70% of the quantity mentioned in bid document (Annexure-XIV), during any one year of the last three calendar years. The supplied quantity may be of similar goods. The bidder is required to submit copies of supply order for the good supplied during last three years along with the bid. In case of direct importer, evidence for importing the quoted item for last three years will be produced. These may be bill of lading, bill of entry for last three years and certificate of analysis done at importing cargo point in India.
- (i) Current good manufacturing practices Certificate (cGMP) as per revised Schedule –'M' (for manufacture only) issued by the Licensing Authority, as per the provision of Drugs & Cosmetics Act.

- (j) The bidder should be supplying reagents/testing kits in five different NABL accredited laboratories in country. They should submit copies of supply orders for supplies made to at least five NABL accredited labs. They should have been supplying these items for at least last three calendar years and quoted parameter should be in scope of accreditation.
- (k) Manufacturer should have its own quality control laboratory and own manufacturing plant.
- (l) Bidder will be required to submit a list of users in Government Hospital and other reputed Private laboratories in Rajasthan.
- (m) Kits if liquid stable, the stability must be up to expiry of kits if constitution is required.
- (n) The pack size for kits as mentioned in schedule of requirement is indicative. The bidder may quote different pack sizes. The price will be quoted per ml/ for liquid reagents and per test for strips and cards only.
- (o) The supplier will be required to set the programming of parameters and will run the quality control sample kit provided on auto analyser. For this purpose, the supplier should have sufficient technical staff in the state.
- (p) The bidder should submit its own catalogue for the items quoted by him.
- (q) Biochemistry kits should be suitable for semi and fully auto analyser.
- (r) 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. If any bidder opts to get his turnover for the year 2012-13 considered to qualify in the bid, he will be required to submit duly audited financial statements.

- (s) Detailed technical specifications and prescribed pack sizes have been mentioned in Annexure-XII. The bidder is required to submit its commentary on each technical specification and compliance to it as Annexure - XIII.
- (t) Bidders are required to submit their price in BOQ for 1ml of reagents. Rate of one test in case of test kits/strip/card should be quoted.
- (u) 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. If any bidder opts to get his turnover for the year 2012-13 considered to qualify in the bid, he will be required to submit duly audited financial statements.
- (v) VAT/Sales Tax Clearance certificate, as on 31.03.2013.
- (w) Undertaking (as in the proforma given in Annexure-II) for printing the inner strips and outer packs of reagents and diagnostic kits as prescribed.
- (x) Undertaking that the manufacturer has not been blacklisted, its manufacturing capacity and other details required on a format mentioned at Annexure-XI.
- (y) List of items quoted and offered different pack sizes, in duplicate (The name & item code of the Items quoted, alone should be furnished and the **rates of those items should not be indicated in this list**), as shown in the Annexure-VII.
- (z) A Checklist (Annexure-VIII) for the list documents enclosed with their page number. The documents should be serially arranged as per **Annexure-VIII** and submitted.

6. **PRICE BID (BOQ)** - The price bid will also be known as financial document and every bidder will be required to submit its price in excel format for per test, attached to the bid document (BOQ). A bidder may quote

for as many items but technical and financial evaluation will be done for each item separately. Bidders are required to submit their price in BOQ for 1ml of reagents. Price of one test should be quoted for kits/strips/cards.

### **Correction of arithmetical 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 total shall be corrected;
- ii. If there is an error in a total corresponding to the addition of subtraction of subtotal 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 (i) and (ii) 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.



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

A bidder may quote for as many items but technical and financial evaluation will be done for each item separately.

The bid will be scrutinized by bid evaluation committee and inspection of manufacturing unit for compliance of manufacturing standards may be carried out by technical committee. Price bid of only those bidders found technically responsive on satisfying the criteria for technical evaluation and inspection will be opened.

8. **BID SECURITY**

The Bid Security shall be Rs. 50,000/- per quoted item. Bid security will not be taken from undertakings, corporation of GoI & GoR. Bid security will be taken at Rs.12,500/- from SSI Units of Rajasthan per item quoted. The Bid Security shall be paid in the form of Demand Draft, favoring Managing Director, Rajasthan Medical Services Corporation Ltd., payable at Jaipur. If the amount of bid security is more than Rs. 10 lacs the same may be accepted in the form of bank guarantee valid for 150 days from the date of opening of technical bids issued by a scheduled bank (as per format provided at Annexure-XV). This should be submitted physically along with tender fees and bid processing fees before the last date and time of bid submission. The same should be submitted in the office of Rajasthan Medical Services Corporation Limited.

The Bids submitted without sufficient bid security will not be opened on E-Portal. The bid security will be forfeited, if the Bidder withdraws its Bid during Bid validity period or in the case of a successful Bidder, if the Bidder fails within specified time to sign the contract agreement or fails to furnish the Performance Security.

9. **OTHER CONDITIONS**

1. The bids are being invited by Rajasthan Medical Services Corporation Limited for entering into rate contract for procurement of reagents and diagnostic kits. The orders will be

placed either by RMSCL or by various Government Hospitals of Medical & Health Department and other Hospitals associated with Government Medical Colleges of Rajasthan.

2. The details of the required reagents and diagnostic kits are shown in Annexure-XII. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. Technical Specifications have also been mentioned in Annexure-XII. The rates quoted should not vary with the quantum of the order or the destination.
3. Rates should be quoted for each test as per the columns shown in BOQ.
4. **Dividing quantities among more than one Bidder at the time of award:-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be opened is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose bid accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose bid is accepted,.

5. 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 till the completion of this Bid period.

6. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
7. Supplies should be made directly by the bidder and not through any other agency.
8. 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, their Bids will be rejected.

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 evaluation 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 items offered 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.
5. The rates of the successful Bidders would be valid for one year as Annual rate contract and extendable by 3 months with mutual consent.

11. **Performance Security**

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

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 demand draft/banker's cheque/ Bank Guarantee issued by any scheduled bank (the validity of bank guarantee should be for a period of fifteen months from the date of signing of contract) or Bank Draft in favour of the **Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Bid inviting authority.**

In case L-2, L-3 and so on, bidders who have agreed to match L-1 price, the Bid Security of L-2, L-3 and so on, bidders will be converted

into performance security and agreement signed. In case of inability of L-1 supplier to supply the required the quantities of drugs, 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.

12. **AGREEMENT**

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd** (or authorized authority). The Specimen form of agreement is available in **Annexure-V**.
- 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 arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

13. **SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful bidder either by RMSCL or by various government hospitals at districts headquarters and

other hospitals associated with government medical colleges of Rajasthan.

2. All supplies will be scheduled for the period from the date of purchase order till the completion of the agreement period in installments, as may be stipulated in the Purchase Orders.
3. **Shelf-Life**:- The remaining shelf-life of the products at the time delivery must not be less than  $\frac{3}{4}$  th of the total stipulated shelf-life at the time of delivery where total shelf-life is 18 months but in case the total shelf-life is less than 18 months, then the remaining shelf-life at the time of delivery must not be less than  $\frac{5}{6}$  th of total shelf-life.
4. The Bidder must submit a Test Analysis report from his own in house testing laboratory, for every batch of goods along with invoice. In case of failure on the part of the supplier to furnish such report, the goods will be returned back to the suppliers and he is bound to replenish the same with lab test report.

The reagents and diagnostic kits 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.

5. If supplies are not fully completed in 60 days from the date of the Purchase Order, the provisions of liquidated damages of bid conditions will come into force. The supplier shall suffer forfeiture of the Performance Security too. The

Supplier should supply the drugs at the Warehouse specified in the Purchase Order.

6. If the supplier fails to execute atleast 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 for a period of one year immediately succeeding year in which supplier has been placed Purchase order.
7. If the supplier fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items 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.
8. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting/disqualification from participating in present and future bids of bid Inviting Authority/ordering authority.

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

10.If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder 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, labor disputes.

14. **LOGOGRAMS**

Logogram means, “**For Govt. of Rajasthan – Not for Sale**” should be printed on inner strip and outer packing. MRP should not appear anywhere on the inner or outer packing of the items.

1. Bids for the supply for items, shall be considered only if the bidder gives undertaking in his Bid that the supply will be prepared and packed with the printing requirements as stipulated above and prescribed in Annexure-II.
2. In case of imported items affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packings.

15. **PACKING**

1. The goods shall be supplied in the package specified in Annexure-IV and the package shall carry the logogram specified in Annexure-II.
2. The packing in each carton shall be strictly as per the specification mentioned in Annexure-VII. Failure to comply



with this shall lead to non-acceptance of the goods besides imposition of penalties.

3. All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/Act.
4. Packing should be able to prevent damages or deterioration during transit.
5. 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 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 18.2 and 19.

16. **QUALITY TESTING**

1. The supplies goods will be tested with respect to control kit and if found Not of Standard Quality will be rejected.
2. In the event of the samples of the goods 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 goods 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.

17. **PAYMENT PROVISIONS**

1. No advance payment will be made to the supplier.
2. On receipt of the invoices, consignee receipt and analytical report regarding quality, the payment would be made in 30 days.
3. All bills/ Invoices should be raised in duplicate and in the case of excisable goods; the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated.
4. If at any time during the period of contract, the price of offered 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.
5. (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 price structure of the items 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.

(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.

6. (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%.

7. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, 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 suppliers are required to supply the product with prescribed packing specifications. If there is any deviation in these conditions, 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.15.5.

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

1. If the successful Bidder fails to execute the agreement and/or to deposit the required Performance Security within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any

other reasons, he is unable to undertake the contract, his contract will be cancelled and the Bid Security 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 the supplier for a period of one year.

2. The supplier will not be entitled to any payment whatsoever for Items of goods found to be not as per the specifications and of required quality, whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of goods from the any amount payable to the Bidder. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
3. 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.
4. 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.
5. Nonperformance of any contract provisions shall be examined and may disqualify the firm to participate in the future Bids.
6. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.6, Clause 15.5 and in Clause 16.2 the supplier will be imposed penalty apart from forfeiture of Performance Security. The excess expenditure over and

above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.

7. In all the above conditions, the decision **of the bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and bidding**, in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.
8. 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. **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.

21. **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).

**Format of Affidavit**

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

*I.....S/o.....Aged.....Yrs.....resding  
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 machiner 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**



DECLARATION

I do hereby declare that I will supply the Drugs and Medicines as per the designs given in enclosures to this Annexure and as per the instructions given in this regard.

Signature of the Bidder

Name in capital letters with Designation

Attested by Notary Public

**DESIGNS FOR LOGORAMS**

The inner strips/bottles/packs labels should bear, the words **“Rajasthan  
Govt. Supply- Not for sale.**

**SPECIMEN LABEL FOR OUTER CARTON**

**SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS  
OF DRUGS**

**RAJASTHAN GOVT. SUPPLY  
NOT FOR SALE**

---

**(Name of Item etc.)**

---

**CONSTITUENTS OF.....**

**Name of the Item, Manufactured by, Batchno  
Mfg.Date, Exp. Date, Quantity/Kit**

**Net. Weight:.....Kg**

**Manufactured by**

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s. \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

Sl.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:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

**I. SCHEDULE FOR PACKAGING OF TEMS TO BE SUPPLIED.  
PACKAGING SPECIFICATIONS**

- 1) No corrugate package should weigh approx 15 kgs (i.e. product + inner carton + corrugated box).**
- 2) All items should be packed only in first hand strong boxes only.**
- 3) Every corrugated box should preferably of single joint and not more than two joints.**
- 4) Every box should be stitched using pairs of metal pins with an interval of two inches between each pair.**
- 5) The flaps should uniform meet but should not over lap each other. The flap when turned by 45-60 should not crack.**
- 6) Every box should be sealed with gum tape running along the top and lower opening.**

**CARRY STRAP:**

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

**LABEL:**

- 8) Every corrugated box should carry a large outer label clearly indicating that the product is for “Rajasthan Govt. Supply-Not for Sale”. (as per Annexure-I)**
- 9) The Product label on the cartoon should be large atleast 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box. (as per Annexure-I)**

**OTHERS:**

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

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

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

**III. SPECIFICATION FOR LARGE VOLUME BOTTLE I.E., ABOVE 100 ml AND BELOW 1 LIT.**

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

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

8. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for rate contract of supply of reagents and testing kits for various Government Hospitals of Medcial & Health Department GoR and Hoispitals Associated with Government Medical Colleges in Rajasthan, for the year 2013-2014, the instruction to Bidders, the conditions of Bidder, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

9. (a) The Agreement is for the supply by the Supplier to the Purchaser of the reagents and test kits specified in the Schedule attached hereto at process noted against each therein on the terms and conditions set forth in the Agreement.

(b) This Agreement shall be deemed to have come into force with effect from the \_\_\_\_\_ and it shall remain in force for a period of one year that date with effect from.

(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 of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the reagents and test kits 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 at the specific location in the state of Rajasthan.

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

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



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

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

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

**NOTICE ETC, IN WRITING**

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

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

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

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

**BANKRUPTCY OF THE SUPPLIER**

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

**SERVING OF NOTICE ON SUPPLIER**

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

7. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of nay clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and bidding.
8. In case of Dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrator one each to be appointed by the purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator.

SUPPLIER

MANAGING DIRECTOR, RAJASTHAN  
MEDICALSERVICES CORPORATION LTD.

Witness

Witness

1.

2.

**ANNEXURE-VI**  
**Ref. Clause No. 5.1(k)**

I/We M/s. \_\_\_\_\_ represented  
by its Proprietor/Managing Partner/Managing Director having its  
Registered Office at \_\_\_\_\_  
and its Factory Premises at \_\_\_\_\_

do declare that I/We have carefully read all the conditions of Bid in  
Ref.no.F01(04)/RMSCL/Procurement/Reagents/2013 dt 08.06.2013 for  
rate contract of supply of reagents and test kits for Rajasthan Medical  
Services Corporation Ltd for the year 2013-14 and accepts all  
conditions of Bid.

I/We declare that we possess the valid manufacturing license  
issued by appropriate licensing authority. I/We furnish the particulars  
in this regard in enclosure to this declaration.

I/We agree that the Bid Inviting Authority forfeiting the Bid  
Security and or performance Security and blacklisting me/ us for a  
period of 3 years if, any information furnished by us proved to be false  
at the time of inspection.

Signature :  
Name & Address :

Seal

To be attested by the Notary

Note:- A bidder is not required to submit a signed and scanned copy of  
bid document. Instead he is required to submit an  
undertaking in the format as prescribed above, accepting all  
terms and conditions of bid document and amendments.

**List of Items quoted**

- 1. Name of the firm and address  
as given in manufacturing License :**
  
- 2. License No. in form 25 & 28  
or import License No. :**
  
- 3. Date of issue & validity :**
  
- 4. Revised schedule M compliance  
Certificate obtained on :**
  
- 5. Non- conviction Certificate  
Obtained on :**
  
- 6. Market standing Certificate  
Obtained on :**
  
- 7. Details of Endorsement for  
all products quoted :**

<b>Sl.No.</b>	<b>Item Code</b>	<b>Item Name</b>	<b>Specification</b>	<b>Date of Endorsement obtained from the Licensing authority</b>	<b>Offered packing sizes</b>
1.					

Authorised signatory:

Date:

**ANNEXURE – VIII**  
**Ref. Clause No. 5.1 (v)**

COVER – A

**PAGE NO:**

1. Checklist – Annexure VIII	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Bid security in the form of DD. SSI certificate for exemption.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3. Documentary evidence for the constitution of the company / concern	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Duly attested photocopy of License for the product duly approved by the Licensing authority for each and every product quoted	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Duly attested photocopy of Import License, if imported.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. The instruments such as power of attorney, resolution of board etc.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. Authorization letter nominating as responsible person of the Bidder to transact the business with Bid inviting Authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. Market Standing Certificate issued by the licensing Authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. True Copy of record of import to establish 3 years market standing.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Copies of Purchase orders for supplies Made to five NABL accredited labs during Last three years .	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11. Good Manufacturing Practices Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

12. Annual Turnover Statement for 3 Years (Annexure-III)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13. Copies of balance sheet & profit loss account for three years	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
14. Sales Tax clearance certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
15. Annexure – II (Undertaking for printing requirements)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
16. Affidavit as per Clause 5.1(I) (Annexure – VI)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
17. List of items quoted without rates. (Annexure-VII)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
18. Declaration (Annexure –X)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
19.Undertaking (Annexure-XI)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
20. Technical Compliance Sheet (Annexure – XIII)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
21. Performance Statement (Annexure- XIV)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**PRICE BID (BOQ)**

Name of Bidder \_\_\_\_\_.

1	2	3	4	5	6	7
Product code No.	Product Name	Unit pack size *	Price for each 1 ml of liquid reagents/ Price for 1 test in case of kits/strips and cards	Excise duty If any	Total price per item [4 +5]	Sales and other taxes payable

**Note:**

- Excise component should be separately shown in column no.5 for further reference.
- Rate should be quoted for 1 ml of liquid reagent/one test in case of testing kits/strips and cards. Packing units as mentioned in the Bid Document are indicative. The bidder is required to submit other packing units on lower and upper side in Annexure-VII.
- The quantities mentioned in Bid Document are indicative and may be decreased or increased. No minimum guarantee of purchase is there. In case the quantities are increased beyond the mentioned quantities in bid document, the bidder will be under an obligation to supply the same to the extent of his manufacturing capacity spared for RMSCL as indicated in Annexure-XI.
- Read all the Terms & Conditions before filling the Price Schedule.
- For item code LR016 and LR017 (Reagents for Part-3 & Part-5 haematology analyzer) different rates for different models should be quoted.



**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to .....for procurement of .....in response to their Notice Inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. 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.
3. 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;
4. 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;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

**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 affidavit and document enclosed with the appeal:**

Grounds of Appeal:

**6.**.....

.....  
.....(Supported by an affidavit)

**7. Prayer:**

.....  
.....  
.....

Place.....

Date.....

Appellant's Signature

***Declaration & Undertaking***

*(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 license Number..... &.....respectively, issued on dated.....valid/Renewed up to.....do here by declare on oath as follows:-

1. That none of the items manufactured by us since grant of above drug license have been declared of spurious or adulterated quality and no case in this regard is pending in any court.
2. That the quoted product at Code Nos.....in the Bid, are manufactured/imported by us.
3. That we have following manufacturing capacity in our plant at above address:-

S.No.	Name of item	Manufacturing capacity per day spared for RMSC

4. That our Firm/Company has not been blacklisted or banned by any State or Central Government or by its drug procurement agencies, for supply of drugs/medicines in India.
5. That our Firm/Company and its Prop/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	Product Permission Number and date of issue	Issuing Licensing Authority

7. That the quoted products as per Code Nos.....are being manufactured and marketed by us since last three years.
8. That we have approved qualified staff, machines & equipment 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 we have our own testing facilities in laboratory.

(Name of Department & Signature)

**Verification**

I.....S/o.....(Designation).....  
Affirm on oath that the contents/information from para 1 to 10 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 furnish by me s above is found wrong, false, forged or fabricated; the department will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be banned/black listed prosecuted for the same

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

## List of Items, Technical Specifications and tentative quantities

S.N	Code No.	Name of items and their technical specifications	Preferred Pack Size	Approximate. Quantity
1	LR001	<b>Multiparameter urine strips</b> (10 to 11 parameter):- It should include strip for protein, blood, leukocyte nitrite, glucose, ketone (acetoacetic acid) PH, specific gravity, bilirubin and urobilinogen. It should have following sensitivity Protein 15 – 30 mg/dl (albumin) Blood 0.015-0.062/dl Leukocytes 5 – 15 cells/hpf Nitrite 0.06 – 0.1 mg/dl Glucose 75-125 mg/dl Ketone 5-10 mg/dl PH range 5 – 8.5 Specific gravity 1.000 – 1.030 Bilirubin 0.4 – 0.8 mg/dl Urobilinogen 0.2 mg/dl sensitivity 15-30 mg/dl It should have minimum one year Shelf-Life	1X100	10883
2	LR009	<b>Anti – A(Monoclonal)</b> 10ml(Antisera should be transparent with more than one year shelf life at 2-6°C, it should give +++ agglutination at 1:256 dilution in 3-4 sec. With A positive cells)	1X10ml	23194
3	LR010	<b>Anti – B(Monoclonal)</b> 10ml(Antisera should be transparent with more than one year shelf life at 2-6°C, it should give +++ agglutination at 1:256 dilution in 3-4 sec. With B positive cells)	1X10ml	23335
4	LR050	Quality Control Kit (Normal) Human Sera based	20 x 5ml	150
5	LR051	Quality Control Kit (Abnormal) Human Sera based	20 x 5ml	150

**Note :- All serology kits viz ASLO, RF, RPR, HBs Ag Dengue, Pregnancy, malaria should be provided with positive and negative controls. All other accessories are to be supplied along with the kits.**

## Annexure-XIII

### Technical Compliance Sheet

#### 1. Multiparameter urine strips (10 to 11 parameter):-

It should include strip for protein, blood, leukocyte nitrite, glucose, ketone (acetoacetic acid) PH, specific gravity, bilirubin and urobilinogen. It should have following sensitivity.

S.No.	Code No.	Specific Requirement	Your Offer (Please fill-in) "Comply"/ "Not Comply"
		<b>Multiparameter urine strips (10 to 11 parameter)</b>	
1	LR001	Protein 15 – 30 mg/dl (albumin)	
2		Blood 0.015-0.062/dl	
3		Leukocytes 5 – 15 cells/hpf	
4		Nitrite 0.06 – 0.1 mg/dl	
5		Glucose 75-125 mg/dl	
6		Ketone 5-10 mg/dl	
7		PH range 5 – 8.5	
8		Specific gravity 1.000 – 1.030	
9		Bilirubin 0.4 – 0.8 mg/dl	
10		Urobilinogen 0.2 mg/dl	
11		sensitivity 15-30 mg/dl	
12		Sugar 75-125 mg/dl	
It should have minimum one year Shelf-Life			

#### 2. Anti – A(Monoclonal)

S.No.	Code No	Specific Requirement	Your Offer (Please fill-in) "Comply"/ "Not Comply"
1	LR009	<b>Anti – A (Monoclonal)</b> 10ml(Antisera should be transperent with more than one year shelf life at 2-6 <sup>0</sup> C, it should give +++ agglutination at 1:256 dilution in 3-4 sec. With A positive cells)	

### 3. Anti – B(Monoclonal)

S.No.	Code No	Specific Requirement	Your Offer (Please fill-in)
			“Comply”/ “Not Comply”
1	LR010	<b>Anti – B (Monoclonal)</b> 10ml(Antisera should be transparent with more than one year shelf life at 2-6 <sup>0</sup> C, it should give +++ agglutination at 1:256 dilution in 3-4 sec. With B positive cells)	

### 4. Quality Control Kit (Normal) Human Sera based

S.No.	Code No	Specific Requirement	Your Offer (Please fill-in)
			“Comply”/ “Not Comply”
1	LR050	<b>Quality Control Kit (Normal) Human Sera based</b>	

### 5. Quality Control Kit (Abnormal) Human Sera based

S.No.	Code No	Specific Requirement	Your Offer (Please fill-in)
			“Comply”/ “Not Comply”
1	LR051	<b>Quality Control Kit (Abnormal) Human Sera based</b>	

**Supplier Performance Statement State**

**Supplies made of similar goods during last three calendar years**

<b>S.No.</b>	<b>Year</b>	<b>Name of Purchaser &amp; P.O. No. and date</b>	<b>Quantity</b>	<b>Value (in Rs.)</b>



**Format for Bank Guarantee to be submitted as bid security**

To

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

Hereinafter called “the bidder” has undertaken, in pursuance of Bid Ref No.: F.1( 04 )/RMSC/Procurement/Reagents/2013 bid dated 8.06.2013 to keep his bid valid for 120 days from the date opening of technical bids and to deposit performance security in case letter of acceptance is issued in his favour.

AND WHEREAS it has been stipulated by you in the said Bid Document that the bidder shall furnish you with a bank Guarantee by Scheduled Bank for the sum specified therein as bid security for compliance with the bidder’s obligations in accordance with the bid document.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, up to a total of .....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the bid conditions and without cavil or argument, any sum or sums within the limit of .....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....day of.....20.....

Signatures and Seal Guarantors

.....  
.....  
.....

Date.....20.....

Address:.....

Note:- The validity of bank guarantee should be for 150 days from the date of opening of technical bids