

Ref. No.: F.02(34)/RMSCL/PROCUREMENT/DRUG/NIT-5(3)/2012

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

Tel No: 0141-2228066, 2228064, E-mail: rpsc@nic.in

**E-TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES
(IRON AND FOLIC ACID TABLETS- IFA- Small) FOR RAJASTHAN
MEDICAL SERVICES CORPORATION LTD.
RAJASTHAN**

FOR THE YEAR 2012-13

LAST DATE OF SUBMISSION OF ONLINE BIDS 09-11-2012

Ministry of Health & Family Welfare
Government of Rajasthan
RMSCL
“Mukhyamantri Nishulk Dava Yojana”
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-2228066, 2228064, E-mail: rpsc@nic.in

F.02(34)/RMSCL/PROCUREMENT/DRUG/NIT-5/2012/2080

Date: 8.10.2012

Notice Inviting Tender

E-tenders are invited for Supply Cum Rate Contract of various Drug & Medicines as per following details:-

1. **IRON SUCROSE INJECTION USP (Estimated cost Rs. 100 Lacs)**
2. **IRON AND FOLIC ACID TABLETS (IFA-WIFS) (Estimated cost Rs. 387.50 Lacs)**
3. **IRON AND FOLIC ACID TABLETS (Small) (Estimated cost Rs. 75 Lacs)**

Date and time for downloading tender document	Date & Time of Pre Bid Conference	Last date and time for downloading tender document	Last date and time of submission of online bids	Date and time of opening of online bids
10.10.2012 from 11.00 AM.	17.10.2012 at 11.00AM (RHSDP Meeting Hall)	8.11.2012 at 6.00 PM.	9.11.2012 at 1.00 PM	9.11.2012 at 2.00 PM

The tender document for each item separately can be downloaded from website <http://eproc.rajasthan.gov.in>. Tender documents (T&C, list of drug items) can also be seen in NIT exhibited on website www.dipronline.org, www.rpsc.nic.in. Tenders are to be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>. Bidders are required to submit separate tender for each product.

Tender Fees :- Rs. 2000/- for **each tender** (Rs. 1000/- for SSI Unit of Rajasthan), RISL Processing Fees :- Rs. 1000/- for **each tender**. Cost of tender form downloaded from the website and processing fees shall be deposited by the tenderer separately as applicable BY WAY OF D.D./bankers cheque in favour of MD, RMSCL and MD, RISL before opening of the Technical Bid. Tender fees and processing fees and EMD will be deposited Physically at the Office of MD, Rajasthan Medical Services Corporation, Swasthya Bhawan, Tilak Marg, Jaipur Rajasthan. Amount of Bid Security (EMD) is as per concerned clause of the terms and conditions in the respective bid document.

Executive Director (Proc)

E-TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES
(IRON AND FOLIC ACID TABLETS- IFA-WIFS)
FOR RAJASTHAN MEDICAL SERVICES CORORATION LTD.
FOR THE YEAR 2012-13

TENDER REFERNCE : F.02(34)/RMSCL/PROC./DRUG/NIT-5(3)/2012

Pre- bid conference : **17-10-2012 at 11.00 A.M. (RHSDP Meeting Hall, Directorate of Medical & Health, Rajasthan, Jaipur)**

Last date and time of submission of online bids : **09-11-2012 upto 1.00 P.M.**

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

FOR SSI UNIT OF RAJASTHAN : **Rs. 1000/-**

RISL Processing Fees : **Rs. 1000/-**

E-TENDER FOR SUPPLY OF DRUGS & MEDICINES
(IRON AND FOLIC ACID TABLETS- IFA-Small) FOR
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
FOR THE YEAR 2012-13

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Tenders Inviting Authority** unless the context otherwise requires) invites E-TENDERS FOR THE SUPPLY OF DRUGS AND MEDICINES FOR THE YEAR 2012-13.

1. **LAST DATE FOR RECEIPT OF TENDERS AND TENDER FEES.**

- (a) E-Tenders [in two separate bid (Technical bid & Price Bid) will be received till 09-11-2012 upto 1.00 P.M. by the Rajasthan Medical Services Corporation Ltd, for the supply of Drugs and Medicines for the year 2012-13.
- (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 Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days. The tenderer may refuse extension of bid validity without forfeiting the Earnest Money deposit.
- (c) The e-tenders will be received on web-portal of e-procurement of GoR. Every tenderer 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 **12.00 PM** on 09-11-2012. 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 EMD in the form of demand draft/bankers cheque by 12.00 PM on 09-11-2012 physically in the office of RMSCL. Bids will not be opened in case the required EMD is not submitted by stipulated time and date.

2. **ELIGIBILITY CRITERIA**

(a) Tenderer 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 Tenders.

(b) Average Annual turnover in the last three financial years (2008-09, 2009-10 and 2010-11) shall not be less than **Rs. 20 Crores**. For SSI units of Rajasthan, the average annual turnover in the last three financial years (2008-09, 2009-10 and 2010-11) should not be less than **Rs. 2 Crores**. **If any bidder wants to get its annual turnover for the year 2011-12 to be considered for eligibility of bid, then audited statement of accounts for the year 2011-12 will be required to be submitted.**

(c) (i) Tenderer should have at least 3 years Market Standing as a manufacturer/importer for Ferrous sulphate and Folic Acid Tablets. The tenderer should also have at least 3 years Market Standing of any enteric coated product.

- (ii) Tenderer should have permission to manufacture the item /drug quoted as per specification given in the tender, from the competent authority. Product permission of *brands* shall be accepted in the tender submitted, but the tenderer has to submit the product permission in generic names at the time of signing of the agreement. Tender should not be submitted for the product/products for which the concern/company has been blacklisted/banned/debarred either by Tender inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its Drugs procurement Agencies.
- (d) The concern/company/firm which stands blacklisted/banned/debarred either by Tender Inviting Authority or Govt. of Rajasthan or by any other State/Central Government or its Drugs procurement Agencies on the date of bid submission shall not be eligible to participate in the tender. If a company/firm and any product were blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisted.
- (e) 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 tender for such product/products. If any company/firm is found to have any such product quoted in the tender, 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.
- (f) 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 tender. Similarly convicted firm/company shall also not be eligible to participate in the tender.

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 tendering process and match L-1 price.
- ii. **EMD/ Security deposit** - Earnest money will be deposited @ Rs. 1.50 Lacs of drug quoted in the form of bankers cheque/demand draft. Security deposit shall be furnished by the successful tenderer equal to 5% of the contract value.

EMD and security deposit will not be taken from Undertaking, Corporation of GoI & GoR. EMD will be taken at Rs. 1.5 lacs for the item from general bidders and Rs. 38,000 from SSI units of Rajasthan. Security deposit from the SSI units of Rajasthan will be @ 1% value of the quantity ordered. 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-I under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (Annexure-I)

Every tenderer will be required to submit physically, the necessary EMD by 12.00 PM on 09.11.2012 in the form of demand draft/bankers cheque drawn in favor of MD, RMSCL.

- iii. **Comparison of rates of firms outside and those in Rajasthan:-**

While tabulating the tenders 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.

- IV. VAT on drugs and medicines is exempt in Rajasthan. RMSCL will issue necessary exemption certificate.
- V. RMSC will also issue “C-certificate”. Therefore concessional CST should be charged.

4. GENERAL CONDITIONS

- i. At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extended the date and time for submission of tenders.
- ii. Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.

5. TECHNICAL BID

The tenderer should furnish the following in technical bid :-

- (a) Earnest Money Deposit 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 12.00 PM on 09.11.2012.

- (b) 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.
- (c) The tenderer 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 tender. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted in the license.
- (d) 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.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed.
- (f) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.
- (g) Market Standing Certificate issued by the Licensing Authority / competent authority as a Manufacturer for “Ferrous sulphate and Folic Acid Tablets” for last 3 years (Certificate should be enclosed with list of items) should be enclosed. The tenderer

should also submit at least 3 years Market Standing of any enteric coated product. Items quoted should be highlighted in the market standing certificate. In the case of direct importer, evidence for importing the item for last three years will be produced. These may be bill of lading, bill of entry for last three years, or certificate of analysis done at importing cargo point in India.

- (h) Non-conviction Certificate issued by the Drugs Controller of the State. It should be recent and not more than one year old.
- (i) 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 tender submission in the case where validity is not mentioned in the certificate. The tenderer shall also furnish a notarized affidavit in the format given in Annexure-VI declaring that the tenderer 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.
- (j) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in Annexure-III certified by the practicing Chartered Accountant. If the bidder wants that the turnover for the year 2011-12 is considered for the purpose of eligibility, then an audited account should be submitted.
- (k) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by

the practicing Chartered Accountant. If the bidder wants that the turnover for the year 2011-12, be considered for the purpose of eligibility then an audited accounts for the year 2011-12 be submitted.

- (l) VAT/Sales Tax Clearance certificate (copies of challans), as on 31.03.2012.
- (m) 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.
- (n) Undertaking (as in the proforma given in Annexure-II) for embossment of logo on strip of tablets, etc as the case may be, and for supply of tablets in strips as per conditions specified at Clause 14 herein, notarized by the Notary Public.
- (o) Undertaking that the manufacturer has not been blacklisted, the product (of which market standing has been submitted) has not been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at Annexure-X.
- (p) Details of technical personnel employed in the manufacture and testing of drugs (Employee Name, Qualification, and Experience) as enclosed in license.
- (q) List of items quoted in duplicate (The name & Drug code of the Items quoted alone should be furnished. **Rates of items should not be indicated in this list**), as shown in the Annexure-VII.
- (r) A Checklist (Annexure-VIII) for the list of documents enclosed with their page number. The documents should be serially arranged as per Annexure-VIII. Every bidder will also be

required to submit details of product permission of the quoted item and the desired market standing, in Annexure- IX

- (s) If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one tender for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same tender. But a bidder will be allowed to submit only one offer for one product.
- (t) Annexure VI, an undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document.
- (u) All copies submitted should be attested and notarized.

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).

7. **OPENING OF TECHNICAL AND FINANCIAL BID OF TENDER**

- a) The tender will be scrutinized by tender evaluation committee and inspection of manufacturing unit for compliance of GMP may be carried out by technical committee. Tenderes found eligible on satisfying the criteria for technical evaluation and inspection, will only be invited to be present at the date and time for opening of Price Bid.

8. **EARNEST MONEY DEPOSIT**

- i. The Earnest Money Deposit shall be **Rs. 1.5 Lacs**. EMD will not be taken from undertakings, corporation of GoI & GoR. EMD will be taken @ Rs. 38,000 from SSI Units of Rajasthan. The Earnest Money Deposit shall be paid in the form of Demand Draft, favouring Managing Director,

Rajasthan Medical Services Corporation Ltd., payable at Jaipur. This should be submitted by 12.00 PM on 09-11-2012. Any EMD submitted after the stipulated time and date will not be considered and in such a situation tender will not be considered. **Earnest Money Deposit in any other form will not be accepted.**

The tenders submitted without sufficient EMD will be summarily rejected. The EMD will be forfeited, if the tenderer withdraws or modifies its offer during tender validity period. In the case of a successful tenderer, if the tenderer fails within specified time to sign the contract agreement or fails to furnish the security deposit, the EMD shall be forfeited.

9. OTHER CONDITIONS

1. The orders will be placed by the Managing Director, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required drugs, medicines, etc., are shown in Annexure-XI. 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. Tender has been called for in the **generic names of drugs**. The tenderers should quote the rates for the generic products. The composition and strength of each product should be as per details given in Annexure-XI. Any variation, if found, will result in rejection of the tender. 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. Tender 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 tenderers. No quantity or cash discount should be offered.
5. (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified tenderers.
(ii) Orders will be placed periodically based on the stock positions only. Orders will be placed with L1 firms. However in case of any exigency at the discretion of the Tender 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 with the L1 rates.
(iii) After the conclusion of Price Bid opening, the lowest offer of the Tenderer is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of drugs/medicines for which the tender has been invited.
(iv) The tenderer 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 tendered quantity of such drugs/medicines as specified in the tender document on depositing the required amount performance security and on

execution of the agreement, such tenderer is eligible for the placement of purchaser orders.

(v) RMSC will inform the L1 rate to the tenderers who had qualified for Price Bid opening, inviting their consent to match with the L-1 rate for the item of the Drugs/Medicines quoted by them and the tenderers who agree to match L1 rate, will be considered as Matched L1.

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

(vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender 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.

(Viii) 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 tenderer for purchase of the Drugs/Medicines, provided such matched L1 tenderers shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such tenderer is eligible for the placement of purchase orders for the item or items of Drugs/Medicines quoted by them.

(ix) Subject to para (vii) above, while RMSC has chosen to place purchased orders with Matched L1 supplier and there are

more than one such matched L1 supplier, then the purchase orders for the requirement of 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.

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

(xi) If the supplier fails to supply the drugs/Medicines for the three purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other tenderers (in ascending order, viz, L2, L3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify RMSC, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.

(a) The supplier shall supply the entire ordered quantity before the end of 45 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For drug items requiring sterility test and imported ones the supply period will be 60 days from the date of issue of purchase order.

6. The rates quoted and accepted will be binding on the tenderer 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 tender period.
7. No tenderer 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 tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. 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 tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
8. The rates should be quoted only for the composition stated in the tender.
9. Supplies should be made directly by the bidder and not through any other agency.
10. The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority and or of the Govt. of Rajasthan. The Tenderer 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 tenders will be rejected.

10. **ACCEPTANCE OF TENDER**

1. The tender evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the tender with reference to various criteria.
2. Tender Inviting Authority reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for in a tender without assigning any reason.
3. Tender Inviting Authority, or his authorized representative (s) has the right to inspect the factories of tenderers, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance of tender and also has the right to reject the tender 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 tenders will be communicated to the successful tenderers in writing by the tender inviting authority. Immediately after receipt of acceptance letter, the successful tenderer will be required to deposit security deposit and agreement but not later than 10 days.
5. The rates of the successful tenderers would be valid for one year as Annual rate contract and extendable by 3 months with mutual consent.

11. **SECURITY DEPOSIT**

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

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority in the form of Bank Guarantee/demand draft/bankers cheque issued by an scheduled bank (the validity of bank guarantee should be for a period of fifteen months from the date of signing of contract) in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Tender 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 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.

12. **AGREEMENT**

- a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the tenderer) within 10 days from the date of the intimation by the Tender Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd.** The Specimen form of agreement is available in **Annexure-V.**

- b) The tenderer 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 tenderer 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 tenderer at the discretion of the Ordering Authority. Drugs and Medicines will be supplied at 33 Districts Head Quarters of Rajasthan (CM&HO & Medical Colleges Store).
2. 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.
3. Shelf Life: 24 months. At least 5/6th of the shelf life of IFA must remain at the time of receiving the shipment. The supplier will provide the stability test data substantiating the claimed shelf life in the offered package.. For any deviation in the shelf-life as stipulated above, the supplier shall be responsible and shall be liable for any action against it in the form of non-acceptance of goods or imposition of penalty and/or replacement of expired stocks with fresh stocks, etc.
4. 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 tenderer 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.

The test data for raw materials, in process, finished product and packaging material testing must be on record for each lot shipped and must be made available when requested.

6. The Drugs and medicines supplied by the successful tenderer shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the tender documents.
7. If supplies are not fully completed in 45 days from the date of the Purchase Order, 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 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 tenders 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 tenderer 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 tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.
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 tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like

blacklisting/disqualification from participating in present and future tenders of Tender Inviting Authority/ordering authority.

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 tenderer 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 tenderer 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 Tender 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 whomsoever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tenderer Inviting Authority.

14. **LOGOGRAMS /Markings**

Logogram means, wherever the context occurs, the design as specified in Annexure-II. The name of the drug shall be mentioned in Hindi and English and should be legible and be printed prominently. **A uniform colour theme and artwork will be necessary.** Apart from this

“RAJASTHAN GOVT SUPPLY – NOT FOR SALE” shall be printed in English and Hindi on each strip / containers and outer containers. All labels on containers / cartons shall be marked with the statement “RAJASTHAN GOVT SUPPLY – NOT FOR SALE” in bold letters in Hindi and English. “**For Govt. of Rajasthan – Not for Sale निःशुल्क वितरण हेतु, QC – Passed**” **printed on foil or wrapper should be legible** alongwith logo of NRHM will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Tenders for the supply for Drugs and medicines etc., shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram printed on the strips as per the design enclosed as per Annexure-II
2. All tablets 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. 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

Tenderers who are not willing to agree to conditions above will be summarily rejected.

15. **PACKING**

1. The item shall be supplied in the package specified in Annexure-IV and the package shall carry the logogram

specified in Annexure-II. The labeling of different packages should be as specified in the Annexure. The packing in each carton shall be strictly as per the specification mentioned in Annexure-IV. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

2. 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.
3. All packing containers should strictly conform to the specifications prescribed 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 item for which the purchase orders have been placed from any other sources or from the open market or from any other tenderer 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.

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 testing and handling 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 mis-branded, 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 tenderer 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. For imported drugs respective countries pharmacopeial 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 tenderer.
2. On receipt of the invoices, consignee receipt and RMSC analytical report regarding quality, the payment would be made in 30 days.
3. The incharge of district drug ware house will be required to send to head office of RMSC, receipts of drugs received from different suppliers.
4. All bills/ Invoices should be raised in triplicate 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.
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 tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer 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 tenderer 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 tenders and during the tender 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 tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer 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 tender, 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 tender.

(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 tenderer 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, 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 tenderer are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender 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.15.7.

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

1. If the successful tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender 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 tender, shall stand forfeited by the Tender Inviting Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting the supplier for a period of one year.
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 of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS IF THE SUPPLIER does not take back the goods 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 tenderer. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
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.
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 tenderer 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 tenders.
9. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.7, Clause 15.7 and in Clause 16.3 the supplier will be imposed penalty 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 tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit 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 Tender Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding**, in case of any dispute regarding all cases under tender 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 Tender Inviting Authority and his decision will be final and binding.

20. **SAVING CLAUSE**

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

21. **JURISDICTION**

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

ANNEXURE-I
Clause No.3 (ii)

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

**ANNEXURE-II
Ref. Clause No. 5.1 (o), 14**

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 Tenderer

Name in capital letters with Designation

Attested by Notary Public

ENCLOSER-I TO ANNEXURE-II
Ref. Clause No. 5.1 (o) & Clause No:14

DESIGNS FOR LOGORAMS

Tablets should be supplied in Strips / blisters as required with the label bearing the words “**Rajasthan Govt. Supply- Not for sale**” overprinted and the following logogram in which will distinguish from the normal trade packing. Name of drug should be printed in English and Hindi and should be legible and be printed

prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



ENCLOSURE– II TO ANNEXURE –II
SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

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

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.	2008-09	-
2.	2009-10	-
3.	2010-11	-
		Total -
		Rs. _____ Lakhs
Average turnover per annual		-
		Rs. _____ Lakhs

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

ANNEXURE-IV
Ref. Clause No. 15.1

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES.
GENERAL SPECIFICATIONS

- 1) No corrugated package should weigh more than 8 Kg (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.)

II. PACKING OF IFA TABLETS:

- (A) **Primary Package:** 10 Tablets should be packed in an Aluminium strip with product name displayed prominently.
Aluminium Strips: Thickness of Aluminium Foil : 40 microns with LDPE 25 micron coating /heat seal lacquer.
- (B) **Secondary Package:** The strips should be packaged in boxes with product name displayed prominently. Each box should contain 10 strips.
- (C) **Tertiary Package:** The boxes shall be packed in weather resistant triple walled insulated corrugated 5-ply cartons, each ply having strength of about 150 gsm with product name displayed prominently. It should be fabricated from virgin quality “A” grade material. The overall dimension of the carton should be such that the product does not get damaged during transportation and storage. Toll free number must be indicated for contacting in case of product complaints.

III. LABELLING:

- (a) Strip:** The label on each strip of IFA tablets shall conform to the requirements of Rule 96 of Drugs & Cosmetics Rules. All labeling should be in weather proof ink and shall withstand immersion in water and remain intact.
- (b) Labelling of Secondary Packaging:** A label of product must be affixed either on the top and /or front surface of the secondary package. It should indicate the number of strips/tablets, the amount of ferrous sulphate and equivalent amount of Ferrous iron & Folic Acid, the name of drug manufacturer, batch number, date of manufacture, date of expiry, and storage conditions.
- (c) Labelling for tertiary (insulated packaging):** The external surface of insulated packages should be either white or in the natural colour of corrugated carton. The labels of product on tertiary packaging must be attached to at least two sides. The label should include the name of the product, the number of secondary packages (boxes)/strips/tablets, the name of the manufacturer, batch number, date of manufacture, and date of expiry.
- (d) Additional Labelling :** All the containers and other outer containers shall be marked with the statement “RAJASTHAN GOVT. SUPPLY-NOT FOR SALE” in English and Hindi. All labels on containers i.e. strips, cartons etc. should be marked with the statement “RAJASTHAN GOVT. SUPPLY – NOT FOR SALE” in bold letters in English and Hindi.

IV. COLOUR CODING: The Labels on secondary packing, tertiary packing and shipper package shall be identified by background. (Standard Brown Colour).

V. BAR CODING: Bar Code shall be printed on the label of Millboard/ Grey board boxes and 5-Ply shipper containing

- (1) Product identification (GTIN 14) using application identifier (01)**
- (2) Expiry date in YYMMDD format & using application identifier (17)**

(3) **Master batch number using application identifier (10)**

(4) **Bar coding to be put on all Tertiary and Secondary Packing.**

Complete details on GSI standards along with technical guidelines can be downloaded from www.gsIindia.org or www.gsI.org

VI. **MARKINGS:** All containers and invoices must bear the name of the product, expiry dates of and appropriate storage conditions.

Inner boxes :

The inner boxes shall be marked with the following information in a clearly legible manner which is acceptable to the Purchaser:

- Generic name of the product
- Manufacturer's name and registered address
- Manufacturer's License number
- Lot or batch number
- Number of strips contained in box
- Date of manufacture (month and year)
- Expiration date (month and year)
- Instructions for storage and handling
- Place of manufacture
- Barcode

Exterior Shipping Cartons :

The following information shall be stenciled or labeled on the exterior shipping cartons on all four sides in bold letters at least **Ariel font size 14** with waterproof indelible ink in a clearly legible manner which is acceptable to the Purchaser:

- Generic name of the product
- Lot or batch number
- Date of manufacture (month and year)
- Expiration date (month and year)
- Manufacturer's name and registered address
Consignee's address and emergency phone number including mobile number
- Contract number
- Number of tablets/strips/boxes contained in the carton
- Gross weight of each carton (in kg)

- Carton containing no. of Secondary packages
- Instructions for storage and handling
- Place of manufacture
- Barcode

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

AGREEMENT

This Deed of Agreement is made on this _____ day of
_____ 2012 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 tender floated for the supply of Drugs and Medicines for Rajasthan Medical Services Corporation Ltd for the year 2012-2013, the instruction to tenderers, the conditions of tender, acceptance of tender, 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 Schedule attached here to 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 Tender 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 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 Tender 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 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. 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 Arbitrator so appointed by the Parties and shall act as presiding arbitrator.

SUPPLIER

EXECUTIVE DIRECTOR (P),
RAJASTHAN MEDICALSERVICES
CORPORATION LTD.

Witness

Witness

1.

2.

ANNEXURE-VI
Ref. Clause No. 5 (j)

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 tender in Ref.no. F.02(34)/RMSCL/PROCUREMENT/DRUG/NIT-5(3)/2012 /2080 dated 08.10.2012 for supply of Drugs and Medicines for Rajasthan Medical Services Corporation Ltd for the year 2012-13 and accept all conditions of Tender, including amendments if any.

I/We declare that we possess the valid license and GMP Certificate as per revised Schedule- 'M' issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940 and the Rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration.

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

Signature :
Name & Address :

Seal
To be attested by the Notary

ANNEXURE – VII
Ref. Clause No. 5 (r)

List of Items quoted

1. Name of the firm and address
as given in Drug Licence :

2. Drug Licence No. in form 25 & 28

or import Licence 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 :

SLNo.	Drug Code	Drug Name	Specification IP/BP/USP/ Other	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name
1.					

Authorised signatory:

Date:

ANNEXURE – VIII
Ref. Clause No. 5 (s)

COVER – A

1. Checklist – Annexure VIII

PAGE NO:

	Yes		No	
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2. EMD in the form of DD/B.C.

	Yes		No	
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SSI certificate for exemption

3. Documentary evidence for the constitution of the company / concern	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. Duly attested copy of manufacturing License and its renewal/ validity certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Duly attested copy of Product Permissions by the Licensing Authority for each and every product quoted	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. Duly attested copy of Import License, if imported.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. Duly attested copy of Sale License, in the case of imported drugs.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. The instruments such as power of attorney, resolution of board etc.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9. Authorization letter nominating as responsible person of the tenderer to transact the business with Tender inviting Authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
10. Market Standing Certificate issued by the licensing Authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
11. Copy of record of import to establish 3 years market standing.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
12. Non Conviction Certificate issued by the Drugs Controller	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13. Good Manufacturing Practices Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
14. Annual Turnover Statement for 3 Years (Annexure-III)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
15. Copies of balance sheet & profit loss	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

account for three years

16. Sales Tax clearance certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
17. Annexure – II (Undertaking for embossment of logo)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
18. Affidavit as per Clause 5(j) (Annexure – VI)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
19. List of items quoted without rates. (Annexure-VII)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
20. Excise Registration Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
21. Declaration and Undertaking (Annexure –X)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
22. Details of product permission and market standing (Annexure- IX)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Check list of details regarding products quoted

**Annexure – IX
Clause 5 (s)**

Product permission as per condition no. 5 (d) and Market Standing as per condition 5 (h)									
Sr. 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	Remarks
						Page No.	Yes/ No		
1									
2									
3									
4									
5									

Annexure – X
Clause 5 (p)

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 drug license on Form 25 & 28 bearing Number..... &.....respectively, issued on dated.....valid/Renewed up to.....do here by declare on oath as follows:-

1. That none of the quoted drugs/medicines manufactured by us since grant of above drug license have been found as of spurious or adulterated quality and no case in this regard is pending in any court.
2. That the quoted product and the products of which market standing has been given is manufactured/imported by us, have not 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/ Powder (Sachets) etc.	Spare manufacturing capacity for RMSC

4. That our Firm/Company does not stand blacklisted or banned by any State or Central Government or by its drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.
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	Product Permission Number and date of issue	Issuing Licensing Authority

7. That we have over three years' experience in the manufacture of Iron and Folic Acid Tablets.
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.....

(Name of Deponent & Signature)

Verification

I.....S/o.....(Designation).....
 Affirm on oath that the contents/information from para 1 to 9 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 tender for which I shall be solely responsible and the firm may be 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 Tender submission in case validity is not mentioned in the certificate.

Annexure – XI**Clause 5 (a)****List of Medicines**

S.N.	Code No.	Name of item with specification	Packing Unit	Estimated Tender Qty.(No. of Tablets)
1.	490 P	IRON AND FOLIC ACID TABLETS (IFA – Small) Each enteric coated tablet contains: Dried Ferrous Sulphate IP equivalent to Ferrous iron 30 mg Folic Acid IP 250 mcg The tablets are Blue coloured (Indigo Carmine)	10 X 10 Tablets	130000000

Note:- The above quantity mentioned for this supply cum rate contract is indicative and may vary as per the actual requirement.
Rate should be quoted for above mentioned packing unit only.

General Requirements :-

- 1- The manufacturer should ensure stability of the formulations and its ingredients in the packing supplied.
- 2- The tablets should be enteric coated and blue coloured (Indigo carmine).
- 3- Shelf-life period : 2 years
- 4- Other requirements are as elaborated in different conditions of tender.

