

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

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

**E-BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY, AND
EMPANELMENT FOR SUPPLY OF SURGICALS & SUTURES (DRUG
ITEMS) FOR THE YEAR 2013-14
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.**



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LAST DATE OF SUBMISSION OF ONLINE BIDS 21.5.2013

Ministry of Health & Family Welfare
Government of Rajasthan
RMSCL
“Mukhyamantri Nishulk Dava Yojana”
‘D’ Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-5110736, 2228064, E-mail: rmisc@nic.in

F.02()/RMSCL/PROCUREMENT/S&S/NIT-1/2013/04

Date: 15.4.2013

Notice Inviting E-Bids

E-bids are invited upto 1.00 PM of 21.05.2013 for Annual rate contract cum supply, and **Empanelment** for supply of for Surgical, Sutures and consumables for the year 2013-14. Details may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, www.dipronline.org, <http://eproc.rajasthan.gov.in> and www.rmisc.nic.in and may be downloaded from there. Tender fee, RISL processing fees and EMD are to be deposited in the office of RMSCL or through prescribed challan upto 20.5.2013 or through D.D./ bankers cheque in favour of M.D. RMSCL (tender fees and EMD) and tender procession fees in favor of MD, RISL before due time and date of bid submission. ***The bidder is required to submit separate bids for "Drug" and "Non Drug" items; there is a separate bid document for each category.*** Those who wish to apply for Empanelment as supplier for Surgical and Sutures are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) in the form of DD in favour of MD, RMSC before due time and date of bid submission.

Note:- If any amendment is carried out in the tender specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the *Departmental website www.rmisc.nic.in, sppp.raj.nic.in and <https://eproc.rajasthan.gov.in>.* In case any inconvenience is felt, please contact on telephone number i.e. 0141-2228064

Executive Director (Procurement)
RMSCL

**E-BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY, AND EMPANELMENT
FOR SUPPLY OF SURGICALS & SUTURES (DRUG ITEMS) FOR THE YEAR 2013-14
RAJASTHAN MEDICAL SERVICES CORPORATION LTD, RAJASTHAN**

BID REFERENCE	:	F.02 ()/RMSCL/PROCUREMENT/S&S/ NIT-1 /2013/04 dated 15.04.2013
Pre- bid conference	:	26.4.2013 at 11.00 A.M. (RMSC meeting Hall)
Date and time for downloading bid document	:	18.4.2013 from 1.00 PM
Last date and time for Downloading bid document	:	20.5.2013 at 6.00 PM
Last date and time of submission of online bids	:	21.5.2013 at 1.00 PM
Date and time of opening of Online technical bids	:	21.5.2013 at 2.30 PM
COST OF THE BID DOCUMENT	:	Rs. 2000/-
FOR SSI UNIT OF RAJASTHAN	:	Rs. 1000/-
RISL Processing Fees	:	Rs. 1000/-
Empanelment Fee (If applying for Empanelment also)	:	Rs. 5000/-

**E-BID FOR THE ANNUAL RATE CONTRACT CUM SUPPLY, AND
EMPANELMENT FOR SUPPLY OF SURGICALS & SUTURES (DRUG ITEMS)
FOR THE YEAR 2013-14
RAJASTHAN MEDICAL SERVICES CORPORATION LTD, RAJASTHAN**

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Bids Inviting Authority** unless the context otherwise requires) invites E-BIDS FOR THE ANNUAL RATE CONTRACT CUM SUPPLY AND EMPANELMENT FOR SUPPLY OF SURGICALS & SUTURES (DRUG ITEMS)

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

E-Bids [in two separate bid (Technical bid & Price Bid) will be received till 21.05.2013 up to 1.00 P.M. by the Rajasthan Medical Services Corporation Ltd, for the annual rate contract cum supply and empanelment for supply of Surgical & Sutures

- (a) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for another period of 30 days. The Bidder may refuse extension of bid validity without forfeiting the Earnest Money deposit.
- (b) The e-Bids will be received on web-portal of e-procurement of GoR. Every Bidder will be required to pay the Bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) for downloaded from the website, EMD as applicable in Bid condition no. 8 and processing fee of Rs.1000.00 of R.I.S.L. through three separate prescribed challans (*format enclosed in Annexure- I*) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto 20.5.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL (tender fees and EMD), MD, RISL (tender procession fees) physically in the office of RMSC by 1.00 PM on 21.5.2013. The bidders shall submit/upload scanned copy of all the challans in Technical Bid. Bids will be opened only after ensuring receipt of Bid

fees along with processing fees and EMD. In the absence of Bid fees and processing fees and EMD the Bids will be rejected and will not be opened.

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

2. **ELIGIBILITY CRITERIA**

- (a) Bidder shall be a manufacturer having valid own manufacturing license or direct importer holding valid import license. **Distributors/ Suppliers / Agents/Loan licensee** are not eligible to participate in the Bids.
- (b) Average Annual turnover (for Drugs & Medicines including Surgical and sutures Business) in the last three financial years (2009-10 and 2010-11, 2011-12) shall not be less than **Rs. 2 Crores**. The same should be supported by audited annual accounts & certified by a Chartered Accountant. Provisional / Audited (by CA) Turnover, P&L , Balance sheet of financial year 2012-13 may be accepted but the firm has to submit audited final accounts before execution of agreement. If the firm fails to produce audited final accounts, it will be liable for action as applicable in the case of non execution of agreement.
- (c) The bidder firm should have its own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out. The bidder should be asked to declare the same in the form of an undertaking / declaration
- (d) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender, on the date of bid opening. The manufacturer bidder should have manufactured and sold at least 5 commercial batches of the quoted item in a year for the last 3 financial

years. In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 years standing as manufacturer/ importer of drugs in general.

- (e) Bidder should have permission to manufacture the item /Surgical & Sutures quoted as per specification given in the bid, from the competent authority.
- (f) Bid should not be submitted for the product/products for which the concern/company has been banned/debarred either by Bid inviting Authority or Govt. of Rajasthan on any ground.

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

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

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

- (h) If any product/products of a company/firm have been declared as not of standard quality, as per Drugs & Cosmetics Act during last 2 years anywhere, such concern/company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have quoted in the Bid any such product, the product shall be /banned/ debarred for two years and a penalty equivalent to EMD shall also be levied. In such situation, the bid will be considered

further only if the amount of penalty is deposited before the completion of technical evaluation.

- (i) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.
- (j) If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same Bid. But a bidder will be allowed to submit only one offer for one product.

3. PURCHASE PREFERENCE

- i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in Bidding process and match L-1 price.
- ii. **Comparison of rates of firms outside and those in Rajasthan -**
While tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.

- iii. VAT on Surgical & Sutures is exempted in Rajasthan. RMSCL may issue necessary exemption certificate.
- iv. RMSC will also issue “C-certificate”. Therefore concessional CST should be charged.

4. GENERAL CONDITIONS

- i. At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify the condition in Bid documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extend the date and time for submission of Bids.
- ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
- iii. In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and EMD/SD will be forfeited. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.

5. TECHNICAL BID

The Bidder should furnish the following in technical bid :-

- (a) The bidders shall submit/upload scanned copy of all the challans in Technical Bid deposited towards Bid fees, RISL processing fee, empanelment fee (for those who willing to apply for empanelment) and Earnest Money, if deposited in any branch of PNB throughout country or The required EMD / Tender fees/ RISL fee may be in form of physical D.D./ BC along with letter.

D.D. / bankers cheque shall be in favour of M.D. RMSCL (tender fees and EMD), MD, RISL (tender processing fees).

- (b) Those who wish to apply for Empanelment as supplier for Surgical & Sutures are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) in the form of DD in favour of MD, RMSC before due time and date of bid submission.
- (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 copy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the Bid. The license must have been duly renewed /valid up to date and the items quoted shall be clearly highlighted (with Bid item codes marked against each item) 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), if the product is imported. The license must have been renewed /valid up to date. A copy of a valid license issued by the licensing authority for the sale of imported Drugs shall be enclosed by the firms.
- (f) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed.
- (g) Authorization letter nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority with duly attested signature and photograph.

(h) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender (3 years should have been completed from the date of commencement of manufacture of the first batch of the item, on the date of bid opening). The bidder should have manufactured and sold at least 5 commercial batches of the quoted item in a year for the last 3 financial years; the bidder shall furnish the information of all batches manufactured year wise in the format given in Annexure- XI (Performance Statement) (Enclosed). Documents in proof of such manufacture / sale shall be submitted. For the purpose of mfg/ market standing, similar products / *products of a class* may be considered, item codes S-5 to S-7 & 89 are similar; S-8(a) to (j) are similar; S-9(a) and S-9(b) are similar; S-9(c) to S-9(g) are similar; S-10(a) to (c) are similar; S-15(a) to (d) are similar; S-17(a) and (b) are similar; S-18 to S-20 are similar; S-21 and S-22 are similar; S-23(a) and (b) are similar; S-24(a) to (c) are similar; S-25(a) to (d) are similar; S-41(a) and (b); S-42(a) and (b); S-43(a) to (m); S-44(a) to (j); S-84(a) to (c); R-1 to R-8 are similar; R-9 to R-19 are similar; R-23 to R-28 are similar; R-29 to R-51 are similar; R-52 to R-57 are similar; R-61 to R-64 are similar; R-65 to R-67 are similar; R-68 to R-74 are similar for this purpose.

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

firm. The bidder shall submit valid import license for direct import of the quoted item.

- (i) Market Standing Certificate issued by the Licensing Authority / competent authority as a Manufacturer for the product for last 3 years (Certificate should be enclosed with list of items) should be enclosed. Items quoted should be highlighted in the market standing certificate. For products which have not completed three years after being included / notified as "drug ", the market standing of three years shall be established on the basis of records of manufacturing and sale; such records shall be furnished by the bidder.
- (j) Non-conviction Certificate issued by the Drugs Controller of the State. It should be recent and not more than one year old.
- (k) Good manufacturing practices Certificate (GMP) as per revised Schedule –'M', or WHO-GMP Certificate issued by the Licensing Authority. The GMP certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. ***The Bidder shall also furnish an undertaking in the format given in Annexure-VI point no.9*** declaring that the Bidder complies with the requirements of GMP (as per revised Schedule-'M'). The Importer should produce WHO- GMP /COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted.
- (l) Annual turnover statement for 3 financial years i.e., 2009-10, 2010-11 and 2011-12 in the format given in Annexure-III certified by the practicing Chartered Accountant. Provisional / Audited (by CA) Turnover, P&L , Balance sheet of financial

year 2012-13 may be accepted but the firm has to submit audited final accounts before execution of agreement. If the firm fails to produce audited final accounts, it will be liable for action as applicable in the case of non execution of agreement.

- (m) 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.
- (n) VAT/Sales Tax Clearance certificate (copies of latest challans), as on 31.12.2012.
- (o) 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.
- (p) Undertaking (as in Annexure-VI) for embossment of logo on packing of Surgical & Sutures as the case may be, as per conditions specified at Clause 14 herein, notarized by the Notary Public.
- (q) Undertaking that the manufacturer has not been debarred/banned, the product has not been declared as not of standard quality during last two years, it's manufacturing capacity and other details required on a format mentioned at Annexure- VI.
- (r) Details of technical personnel employed in the manufacture and testing of drugs (Employee Name, Qualification, and Experience) as enclosed in license.
- (s) List of items quoted to be shown in the Annexure- VI point number 6
- (t) A Checklist (Annexure-V) for the list of documents enclosed with their page number. The documents should be serially arranged as per Annexure-V. Every bidder will also be required

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

- (u) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document to be submitted in Annexure-VII point no.11
- (v) A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VI point no. 13
- (w) All copies submitted should be attested and notarized. However, scanned copies of original documents will be accepted which obviously need be notary attested.
- (x) An undertaking in Annexure-X that the bidder wishes to get empanelled as supplier for the quoted items and has submitted the necessary fee for the same. (This is only for those who apply for empanelment also)
- (y) A copy of PAN issued by Income Tax Department.

6. **PRICE BID** – The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ). The bidder should quote rate for the mentioned packing unit only. Price Bid of only those bidders will be opened who are found eligible on satisfying the criteria for technical evaluation.

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

- a) The Bid will be scrutinized by Bid evaluation committee and inspection of manufacturing unit for compliance of GMP may be carried out by technical committee.
- b) **Technical Evaluation:-** Technical Evaluation of the Bid will be done in two stages. (i) Technical Evaluation on the basis of documents. This is to examine whether the bidder qualifies as per given eligibility and

other prescribed conditions. (ii) Evaluation / Examination / Testing of samples of Items. Samples of only those bidders shall be evaluated who qualify in the technical evaluation of documents. If the samples of the items are not found technically fit , such evaluation will be declared rejected / non-responsive.

8.1 **PRODUCTION OF SAMPLES**

- (a) Bidder shall submit 12 sample units of each quoted item, free of cost. The items submitted as samples should be of the same specifications as asked for in the bid. Any deviation from specifications will result in the rejection of the sample. Out of the 12 samples submitted, 10 units should be neutral / blinded samples (only Tender number, Generic Name of Item, Item code, mfg. & expiry date shall be printed on the label), and 2 units should be with normal / regular sales pack labels, with additional details like tender number and item code. The neutral / blinded samples will be used for quality evaluation by the technical evaluation committee and/ or laboratory analysis, as the case may be, as decided by the Tender inviting authority. Samples of the items which are supposed to be sterile, should be sterile. The decision based on quality evaluation of the sample will be final for the purpose of this tender.
- (b) The samples for evaluation shall be submitted in a separate sealed cover superscripted by “Tender No. _____”. The sample as above shall be submitted at the time of depositing EMD, or within 10 days of technical bid opening. The bidder should submit, along with the samples, the list of sample of sample items in the given format in Annexure -XII

8.2 EARNEST MONEY DEPOSIT

The Earnest Money Deposit shall be @ Rs. 20,000/- for each item (For Each code Number, all sub section of a item like (a),(b),(c).....collectively would be counted as a single item for the purpose of EMD calculation) of surgical & sutures quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs. In case Earnest money submitted by the bidder is at the minimum or more but number of quoted items is more than the earnest money submitted, the quoted items by the bidder will be counted in sequence up to the earnest money deposited. However without minimum earnest money the offer will not be considered at all., EMD will not be taken from undertakings, corporation of GoI & GoR. Further, EMD will be taken @ Rs. 5,000/- per item (For Each code Number, all sub section of a item like (a),(b),(c).....collectively would be counted as a single item for the purpose of EMD calculation) of surgical & sutures quoted subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, from SSI Units of Rajasthan. They will furnish copy duly attested by gazetted officer of the registration of SSI units issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-II under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (Annexure-II) The Earnest Money Deposit shall be paid in through separate prescribed challans (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto 20.5.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL physically in the office of RMSC by 1.00 PM on 21.5.2013. Earnest Money Deposit in any other form will not be accepted.

The Bids submitted without minimum EMD will be summarily rejected. The EMD will be forfeited, if the Bidder withdraws or modifies its offer during Bid validity period. The EMD will be forfeited if a successful Bidder fails to sign the contract agreement or fails to furnish the security deposit within specified time.

9. **OTHER CONDITIONS**

1. The orders will be placed by the Managing Director or any Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required Surgical & Sutures, etc., are shown in Annexure-VIII. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.
3. Bid has been floated with the generic names of Surgical & Sutures. The Bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in Annexure-VII. Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP / USP/BIS/CE marked/US FDA approved. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required Surgical & Sutures etc., separately on door delivery basis according to the unit ordered.

Bid for the supply of Surgical & Sutures, etc. with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.

5. (i) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.

(ii) Purchase Orders will be placed periodically during rate contract period based on the actual requirement stock positions only. Purchase Orders will be placed with L1 firms. However in case of any exigency and in order to ensure regular supply, the orders may also be placed with the other firms, in the order of L-2, L-3 and so on who have matched with the L1 rates. (iii) After the conclusion of Price Bid opening, the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of Surgical & Sutures for which the Bid has been invited.

(iv) The Bidder who has been declared as L-1 supplier for certain item or items of Surgical & Sutures shall execute necessary agreement for the supply of the Bided quantity of such Surgical & Sutures as specified in the Bid document on depositing the required amount performance security and on execution of the agreement, such Bidder is eligible for the placement of purchaser orders.

(v) RMSC will inform the L1 rate through RMSC web site or e-mail to the Bidders who qualified for Price Bid opening, willing bidders may inform their consent through written letter and also through e-mail to match with the L-1 rate for the item of the

Surgical and sutures quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.

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

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

(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 Surgical & Sutures will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.

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

(xi) The supplier shall supply the ordered quantity as per the delivery schedule of P.O. before the stipulated period from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happens to be a holiday, the supply should be completed by 5.00 p.m. on the next working day. For surgical items requiring sterility test / imported items the supply period will be 75days from the issuing date of purchase order.

6. The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained
7. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.
8. The rates should be quoted only for the composition stated in the Bid.

9. Supplies should be made directly by the bidder and not through any other agency.
10. The Bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Bid Inviting Authority and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its Bids will be rejected.

10. **ACCEPTANCE OF BID**

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid with reference to various criteria.
2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items of the drugs Bided for in a Bid without assigning any reason.
3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the currency of Bid and also has the right to reject the Bid or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.
4. The acceptance of the Bids will be communicated to the successful Bidders in writing/through E-mail by the Bid inviting authority. Immediately after receipt of acceptance letter, the successful Bidder will be required to deposit security deposit and the agreement within 15 days from issuance of Letter of Acceptance.

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

11. **SECURITY DEPOSIT(PERFORMANCE GUARANTEE)**

The Successful Bidders 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 performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold. The Required additional security (for a period of 16 month), the same will be required to be deposited by the supplier.

The performance security should be paid upfront in respect of each contract **on or before the due date fixed by Bid inviting authority in the form of Bank Guarantee in case the amount exceeds Rs 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure 1 (the validity of bank guarantee should be for a period of sixteen month from the date of issuance of Bank Guarantee)** in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Bid inviting authority before releasing the purchase order by the ordering authority. In case L-2, L-3 and so on, bidders who have agreed to match L-1 price, then the EMD of L-2, L-3 and so on bidders will be converted (*Rs 20000/- per item*) into security deposit. In case of inability of L-1 bidder to supply the required quantity of drugs, in that case the L-2 and L-3 supplier (as the case may be) will be asked to supply the drugs. At the time of placing of order these matched suppliers will be asked to deposit amount of balance **security for a period of 16 month.**

12. **AGREEMENT**

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd.** The Specimen form of agreement is available in **Annexure-IV, failing to submission of performance security and execution of agreement within 15 days as stipulated, will result in forfeiture of EMD & other consequential action.**
- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

13. **SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Surgicals and Sutures will be supplied at 33 **District Drug Warehouses (DDW)** at Districts Head Quarters of Rajasthan (CM&HO and Medical Collages , Store).
2. The supplier shall supply the entire ordered quantity before the end of 60 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For Surgical

and Sutures items requiring sterility test and imported ones, the supply period will be 75 days from the date of issue of purchase order.

3. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the purchase order.
4. ***The Bidder must submit its Test/Analysis report for every batch of surgical & sutures along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of surgical and sutures will be returned back to the suppliers and he is bound to replenish the same with approved lab test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.***
5. The Surgical and Sutures supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the tender documents
6. If supplies are not fully completed as per stipulated delivery schedule in 60 days from the date of the Purchase Order, (75 days for surgical requiring sterility test/imported items) the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Surgicals at the Warehouse specified in the Purchase Order and if the ***items*** supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
7. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of

surgicals and sutures for a period of one year immediately succeeding year in which supplier has been placed Purchase order.

8. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of surgicals and sutures for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.
9. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the Security Deposit and shall invite other penal action like Banning/disqualification from participating in present and future tenders of Tender Inviting Authority/ordering authority. (As per guidelines for debarring at annexure- VIII including amendment)
10. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
11. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.

12. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the 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 whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority.
13. **Shelf Life:** The labeled shelf life should normally be same as in product of the firm supplied in trade. However it should not be less than 3 years. The remaining shelf life of the drugs at the time of delivery should not be less than $\frac{3}{4}$ of the labeled shelf life.
14. **Quality Assurance:** The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per GMP of Drugs & Cosmetic Rules or other applicable standards.
15. The protocol of the tests should include the requirements given in applicable standards and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of 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 who is bound to replenish the same with approved laboratory test report. The supplier shall

provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.

14. **LOGOGRAMS /Markings**

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

DESIGNS FOR LOGORAMS

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



SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

Name of Surgical and Sutures

CONSTITUENTS OF.....

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

Net. Weight:.....Kg

Manufactured by:

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

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

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

15. **PACKING**

1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -14. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
2. It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.
3. All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS Act.
4. **The name of the drug should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.**
5. 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.
6. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act
7. Packing should be able to prevent damages or deterioration during transit.

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

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

- 1) No corrugate package should weigh approx 15 kgs (i.e. product + inner carton + corrugated box).
- 2) All items should be packed only in first hand strong boxes only.
- 3) Every corrugated box should preferably of single joint and not more than two joints.
- 4) Every box should be stitched using pairs of metal pins with an interval of two inches between each pair.
- 5) The flaps should uniform meet but should not 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.

OTHERS:

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

16. QUALITY TESTING

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.
2. The Surgical and Sutures shall have the desirable properties within the permissible level throughout the shelf life period of the Surgical and Sutures. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

3. In the event of the samples of the Surgical & Sutures supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of Surgical & Sutures for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.
4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence / other parameters for certain products when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
5. The domestic manufactured products should have ISI marked, for the items which are not ISI marked should at least conform to the standards of IP/BP / USP/BIS as the case may be for which laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol. In case, the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported item respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP). Such products should be CE or US-FDA approved.

17. **PAYMENT PROVISIONS**

1. No advance payment towards costs of Surgicals & Sutures will be made to the Bidder.

2. On receipt of the consolidated invoices (Annexure-XIII) duly stamped & signed by authorized signatory, consignee receipt and analytical report regarding quality (Annexure-XIV), the payment would be made in 30 days.
3. The in charge of District drug warehouse (DDW) will be required to acknowledge the drugs received & ensure entry in e-Aushdhi software online.
4. All bills/ Invoices should be raised in duplicate and in the case of excisable Surgical and sutures, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW, without which the consignment will not be accepted.
 - a. In house test report of drug.
 - b. The challan / invoice copy pertaining to DDW
5. Payments for supply will be considered only after supply of 70% of items of Surgicals ordered in the Purchase Order PROVIDED reports of Standard Quality on samples testing received from Approved Laboratories of ordering authority.
6. If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
7. (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional excise duty so

levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Drugs approved under the Bid. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately.

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

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

8. (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.

(ii) The purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

(iii) **Extension in delivery period:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply:-

- (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 Bidder are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Bid conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.15.8.

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

1. If the successful Bidder fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from **debarring** the supplier. (As per guidelines for debarring at annexure VIII including amendment)
2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action against it and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD 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 Surgical & Sutures rejected till such destruction.
3. The supplier will not be entitled to any payment whatsoever for Items of Surgical & Sutures found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the Bidder. On

the basis of nature of failure, the product/supplier will be moved for debarring. (As per guidelines for debarring at annexure VIII including amendment)

4. For supply of Surgical & Sutures of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including debarring/banning. (As per guidelines for debarring at annexure VIII including amendment)
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per PDR Act or other rules.
8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.
9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.9, Clause 15.8 and in Clause 16.3 the supplier will be imposed penalty apart from forfeiture of Performance Security. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the

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

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

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

20. **EMPANELMENT OF FIRMS**

RMSC invites Applications from eligible firms for Empanelment for supply of Surgical & Sutures mentioned in Annexure- VII for one year. The empanelment would entitle a firm to participate in RMSC for limited tenders. Such situations may normally arise when the open tender for a Surgical & Sutures fails and there is an urgency to purchase it, or when the L-1 bidder has fail to supply, or the rate contract of an item ceases to exist for any reason. The Bidder has to submit an undertaking in the format given at Annexure-X.

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

21 SAVING CLAUSE

- i. No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
- ii. **In case of Exigency, Purchase committee of RMSC may relax any condition of the Bid.**

22. JURISDICTION

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

23. CORRECTION OF ARITHMETIC ERRORS:

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

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

24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY DURING ANNUAL RATE CONTRACT PERIOD :

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

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

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

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

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted and declared successful L-1 bidder. However, when the quantity of drugs the subject matter of procurement is very large may not be in the capacity of the

bidder, whose bid is accepted, to deliver the entire quantity of drugs or when it is considered that the drugs being of critical and vital nature, in such cases, the quantity of drugs may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. 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 of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

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

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

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

iv. Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process; (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

v. Form of Appeal

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

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

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

vi. Fee for filling appeal

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

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

vii. Procedure for disposal of appeal

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

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

Authority, as the case may be, shall,-

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

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

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

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

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

Any person participating in a procurement process shall-

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

- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

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

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

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

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Managing Director
Rajasthan Medical Services Corporation

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

Bank Copy

DIST. NO.

punjab national bank

Branch

Institute Name

Institute ID

Rajasthan Medical Services Corporation, Jaipur

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD MM YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Mobile No.

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

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable	₹				
Commission	₹	0	0	0	0
Total amount	₹				

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

Acknowledgement

For Bank use only

Cashier/Officer

Customer Copy

DIST. NO.

punjab national bank

Branch

Institute Name

Institute ID

Rajasthan Medical Services Corporation, Jaipur

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD MM YY

DETAILS OF THE SUPPLIER

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

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable	₹				
Commission	₹	0	0	0	0
Total amount	₹				

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

Acknowledgement

For Bank use only

Cashier/Officer

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

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

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

(i)

(ii)

(iii)

(iv)

(v)

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

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

Place.....

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

VERIFICATION

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

DEPONENT

ANNEXURE-VII
Ref. Clause No. 9 (I)

ANNUAL TURN OVER STATEMENT

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

SI.NO.	Years	Turnover in Lakhs(Rs)
1.	2009-10	-
2.	2010-11	-
3.	2011-12	-
Total -		Rs._____Lakhs
Average turnover per annual		- Rs._____Lakhs

Date:

Seal:

Siganture of Auditor/
Chartered Accountant
(Name in Capital)

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 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 Items with specifications and at prices as mentioned below:-

(Without any Counter Conditions imposed by the supplier)

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

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

1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to Bid floated for the Annual Rate Contract for supply of Surgical for Rajasthan Medical Services

Corporation Ltd 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.

2. (a) The Agreement is for the Annual Rate Contract for supply by the Supplier to the Purchaser of the Surgicals specified above at prices noted against each therein on the terms and conditions set forth in the Agreement.
- (b) This Agreement shall be deemed to have come into force with effect from the _____ 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 to Bid document 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, but shall not exceed the committed quantity/ dedicated capacity or as agreed upon by both parties later on after the execution of Agreement. The Supplier shall make supplies of the Surgical & Sutures on the _____ basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

1. (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Performance Security and cancel the Contract.
- (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier

under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.

(c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement 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. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decide by the Govt. and the decision of the Govt. shall be final.

SUPPLIER

MANAGING DIRECTOR, RAJASTHAN
MEDICALSERVICES CORPORATION LTD.

Witness

Witness

1.

2.

COVER – A

PAGE NO:

1. Checklist – Annexure -V
2. Challan of EMD, tender fee and RISL fee and SSI certificate for exemption with Annexure-II
3. Documentary evidence for the constitution of the company / concern
4. Duly attested copy of manufacturing License and its renewal/ validity certificate
5. Duly attested copy of Product Permissions by the Licensing Authority for each and every product quoted
6. Duly attested copy of Import License, if imported.
7. Duly attested copy of Sale License, in the case of imported drugs.
8. The instruments such as power of attorney, resolution of board etc.
9. Authorization letter nominating as responsible person of the Bidder to transact the business with Bid inviting Authority
10. Market Standing Certificate issued by the licensing Authority
11. Copy of record of import to establish 3 years market standing.
12. Non Conviction Certificate issued by the Drugs Controller
13. Good Manufacturing Practices Certificate
14. Annual Turnover Statement for 3 Years (Annexure-III)

	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	
	Yes		No	

15. Copies of balance sheet & profit loss
account for three years

	Yes		No	
--	-----	--	----	--

16. Sales Tax clearance certificate

	Yes		No	
--	-----	--	----	--

17. Excise Registration Certificate

	Yes		No	
--	-----	--	----	--

18. Declaration and Undertaking
(Annexure –VII)

	Yes		No	
--	-----	--	----	--

19. Details of product permission
and market standing (Annexure- VI)

	Yes		No	
--	-----	--	----	--

20. Under taking for empanelment
(Annexure-XI)

	Yes		No	
--	-----	--	----	--

Check list of details regarding products quoted

Annexure – XV Clause 5 (t)

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

Annexure – VI
Clause 5 (k),(p),(q),(s),(u),(v)

Declaration & Undertaking
(for F.02()/RMSCL/PROCUREMENT/S&S/NIT-1/2013/04 Dated 15.04.2013)
(On Non-Judicial Stamp Paper of Rs 500/- Attested by Notary Public)

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

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

S.No.	Category of Surgical & Sutures	<i>Spare dedicated manufacturing capacity for RMSC per month (irrespective of number of shifts)</i>

4. That our Firm/Company does not stand debarred or banned on any ground either by Bid Inviting Authority or Govt. of Rajasthan on the date of bid submission.
Our Firm/Company also does not stand debarred or banned on the ground of quality of the products supplied or on the ground of submission of fake or forged documents or false information / facts, by any State or Central Government or by its central drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.
5. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license. I have not been convicted under the Prevention of Corruption Act; or under the Indian Penal Code 1860 or any, other law for the time being in force, for causing any loss of life or property, or causing a threat to public health as part of execution of a public procurement contract.

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

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

7. That we have over three years' experience in the manufacture of the quoted product.
8. That we have own in-house testing laboratory wherein all the tests required w.r.t. the quoted products are carried out.
9. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of Surgical & Sutures and our unit have been issued G.M.P.* Certificate as per Schedule M by State Licensing Authority vide letter No.....dated.....valid up to.....
10. That we hereby confirm that we have deposited all the VAT/Sale Tax as on.....With the department No VAT/CST is due on M/s.....as on.....
11. That I will supply the Surgical & Sutures per the designs **given in Bid clause no 14 and** as per the instructions given in this regard.
12. That I/We have carefully read all the conditions of Bid in Ref.no. F.02()/RMSCL/PROCUREMENT/S&S/NIT-1/2013/04 *Dated 15.04.2013* for supply Cum rate contract of Drug and Medicines For Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.
- 13.**I/We agree that the Bid Inviting Authority forfeiting the Earnest Money Deposit and or Security Deposit and Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated at the time of inspection and not complying the conditions as per Schedule M of the said **Act or at any time during the Bid process.**
14. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:
- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union

and the State Government or any local authority as specified in the Bidding Document;

- c. I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

15. Our complete address for communication:- _____

16. E-mail address :- _____

(Name of Deponent & Signature)
Designation)

Verification

I.....S/o.....(Designation)..... Affirm on oath that the contents/information from para 1 to 15 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/ prosecuted for the same

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

*The GMP certificate must not be older than one year from the last date of Bid submission in case validity is not mentioned in the certificate.

Annexure – VII

Clause 9 (3)

List of Surgical & Sutures

Sr. No	Code No.	Sl. No.	NAME / SPECIFICATION	USP SIZE	UNIT	Qty in Nos.
			1. ABSORBABLE SUTURES			
			1.1 Absorbable Surgical Suture (Sterile Catgut), Needled Suture			
1	R-8	8	Chromic (3/8 Cir R Cutting Needle 26mm, Length 76 cm)	3/0	12 Foils	100
			1.2 Absorbable Surgical Suture (Synthetic) Sterilised Surgical Needled Suture (Braided) Coated Polyglactin / Polyglycolic Acid / Poly(Glycolide-co-L-lactide)			
2	R-9	1	Absorbable Surgical Suture (Synthetic) 1/2 Cir RB Needle 20mm length 70 cm	3/0	12 Foils	100
3	R-10	2	Absorbable Surgical Suture (Synthetic) 1/2 Cir RB Needle 30mm length 90 cm	2/0	12 Foils	100
4	R-11	3	Absorbable Surgical Suture (Synthetic) 1/2 Cir RB Needle 30mm length 90 cm	1/0	12 Foils	100
5	R-12	4	Absorbable Surgical Suture (Synthetic) 1/2 Cir Tapercut Needle (Heavy) 40mm length 90 cm	1	12 Foils	100
6	R-13	5	Absorbable Surgical Suture (Synthetic) 1/2 Cir RB Needle 40mm length 90 cm	1	12 Foils	100
7	R-14	6	Absorbable Surgical Suture (Synthetic) (1/2 Cir Conventional 25mm length 90 cm) Undyed	3/0	12 Foils	100
8	R-15	7	Absorbable Surgical Suture (Synthetic) (1/2 Cir RB Needle 20mm length 70 cm)	4/0	12 Foils	100
9	R-16	8	Absorbable Surgical Suture (Synthetic) (1/2 Cir RB Needle 40mm length 90 cm)	2/0	12 Foils	100
10	R-17	9	Absorbable Surgical Suture (Synthetic) (1/2 Cir RB Needle 40mm) length 90 cm	1/0	12 Foils	100
11	R-18	10	Absorbable Surgical Suture (Synthetic) 3/8 Circle Cutting Needle 22mm length 45 cm	3/0	12 Foils	100
12	R-19	11	Absorbable Surgical Suture (Synthetic) 3/8 Circle Cutting 16mm Needle, Suture Length 70cm	4/0	12 Foils	100
			2 NON ABSORBABLE SURGICAL SUTURE, STERILISED SURGICAL NEEDLED SUTURE			
			2.1 BLACK BRAIDED SILK WITH NEEDLE			
13	R-20	1	Silk (1/2 Cir RB Needle 20mm, Length 76 cm)	3/0	12 Foils	100
14	R-21	2	Silk (3/8 Cir Reverse Cutting Needle 26mm, Length 76 cm)	3/0	12 Foils	100000
15	R-22	3	Silk (3/8 Cir Reverse Cutting Needle 45mm, Length 76 cm)	2/0	12 Foils	50000
			2.2 POLYIMIDE MONOFILAMENT BLACK (NYLON)			
16	R-23	1	Polyamide (3/8 Cir Micropoint Round Body ,6mm Length 38 cm)	8/0	12 Foils	100
17	R-24	2	Polyamide (3/8 Conventional Cutting Needle 16mm Length 70 cm)	3/0	12 Foils	100
18	R-25	3	Polyamide (3/8 Conventional Cutting Needle 19mm Length 60 cm.)	4/0	12 Foils	100
19	R-26	4	Polyamide (3/8 Cir slim blade Cutting Needle 15mm Length 70 cm)	5/0	12 Foils	100
20	R-27	5	Polyamide (3/8 Cir R Cutting Needle 45mm Length 70 cm.)	2/0	12 Foils	100
21	R-28	6	Polyamide (3/8 Cir R Cutting Needle 45mm Length 70 cm.)	1/0	12 Foils	100
22	R-75	7	Polyamide (3/8 Cutting spatulated Edge Needle, Double arm Needle 6 mm, Suture length 30-42 cm)	10/0	12 Foils	100
			2.3 MONOFILAMENT POLYPROPYLENE BLUE			
23	R-29	1	Polypropylene (1/2 Cir RB 13 mm Needle, Length 75cm) Double Arm	5/0	12 Foils	100

24	R-30	2	Polypropylene (3/8Cir RB Double 8mm Needle, Length 60 cm)	7/0	12 Foils	100
25	R-31	3	Polypropylene (3/8Cir RB Double 8mm Needle, Length 60 cm)	7/0	12 Foils	100
26	R-32	4	Polypropylene (3/8Cir RB 16 mm Needle, Length 70 cm)	5/0	12 Foils	100
27	R-33	5	Polypropylene (1/2 Cir RB Needle 30mm Length 90 cm)	1/0	12 Foils	100
28	R-34	6	Polypropylene (1/2 Cir RB Heavy Needle 45mm Length 90 cm)	1	12 Foils	100
29	R-35	7	Polypropylene(1/2 Cir RB Double Needle 17mm Length 90 cm)	5/0	12 Foils	100
30	R-36	8	Polypropylene (1/2 Cir Tapercut Double Needle 17mm Length 70 cm)	4/0	12 Foils	100
31	R-37	9	Polypropylene(1/2 Cir RB Needle 25mm, Length 90 cm) Double Arm	3/0	12 Foils	100
32	R-38	10	Polypropylene (1/2 Cir RB Needle 30mm, Length 90 cm)	2/0	12 Foils	100
33	R-39	11	Polypropylene (1/2 Cir Tapercut Needle 17mm Length 75 cm) Double Arm	3/0	12 Foils	1000
34	R-40	12	Polypropylene (1/2 Cir Tapercut needle,25 mm Length 90 cm) Double Arm	2/0	12 Foils	100
35	R-41	13	Polypropylene (3/8 Cir Conventional Cutting PC-3Needle 15mm Length 60cm)	6/0	12 Foils	100
36	R-42	14	Polypropylene (3/8 Cir RB 13mm Needle, Length 90 cm Double Arm	6/0	12 Foils	100
37	R-43	15	Polypropylene (1/2 Cir RB needle 16 mm, Length 90 cm)	4/0	12 Foils	100
38	R-44	16	Polypropylene (3/8 Cir Cutting Needle 25mm length 45 cm)	3/0	12 Foils	100
39	R-45	17	Polypropylene (1/2 Cir RB Heavy 40mm, length 90 cm)	1	12 Foils	10000
40	R-46	18	Polypropylene (1/2 Cir Reverse Cutting, 45 mm Needle length 100 cm)	1	12 Foils	7000
41	R-47	19	Polypropylene (3/8 Cir RB , 8mm Double Needle, Suture Length of 70 Cm)	8/0	12 Foils	100
42	R-48	20	Polypropylene(1/2 Circle Tapercut 13mm Double Needle 70cm)	4/0	12 Foils	100
43	R-49	21	Polypropylene (1/2 Circle CC 13mm Needle, Suture Length of 70cm Double Arm	5/0	12 Foils	100
44	R-50	22	Polypropylene (1/2 Circle Tapercut Needle 17mm Suture Length of 90cm) Double Arm	2/0	12 Foils	100
45	R-51	23	Polypropylene (1/2 Cir RB Needle 25mm, Suture Length of 75cm) Double Arm	3/0	12 Foils	100
2.4 BRAIDED COATED POLYSTER, GREEN/WHITE or BLUE/WHITE						
46	R-52	1	Polybutylate / Silicon Coated Polyester Braided green/ blue (1/2 Cir Tapercut ,17 mm Double Needle, length 75 cm)	4/0	12 Foils	100
47	R-53	2	Polybutylate / Silicon Coated Polyester Braided White (1/2 Cir Tapercut ,17 mm Double Needle, length 90 cm)	2/0	12 Foils	100
48	R-54	3	Polybutylate / Silicon Coated Polyester Braided Green / Blue (1/2 Cir Tapercut ,17 mm Double Needle, length 90 cm)	2/0	12 Foils	100
49	R-55	4	Polybutylate / Silicon Coated with Polyester Braided (Green / Blue) 1/2 Circle Tapercut Needle 17mm, Length of 90cm Double Arm with PTFE pledgets Size 6mm x 3mm x 1.5mm	2/0	6 Foils	100
50	R-56	5	Polybutylate / Silicon Coated with Polyester Braided (Green / Blue) 1/2 Circle Tapercut Needle 25mm, Suture Length 90cm double arm with PTFE pledgets Size 6mm x 3mm x 1.5mm	2/0	6 Foils	100
51	R-57	6	Coated Polyester Braided (Green / Blue) Size 3/0 with 1/2 Circle Tapercut Double Needle 25mm, Suture Length 90 cm	3/0	12 Foils	100
3. POLYGLYCAPRONE / Polyglyconate, MONOFILAMENT SUTURES						
52	R-61	1	Polyglycaprone / (1/2 Circle Oval RB Needle 26mm Needle, Suture Length of 70cm)	2/0	12 Foils	100
53	R-62	2	Polyglycaprone /Polyglyconate (1/2 Circle Oval RB Contrast Needle 26mm, suture length 70cm)	3/0	12 Foils	100
54	R-63	3	Polyglycaprone /Polyglyconate (1/2 Circle Cutting 16mm Needle, suture length 70cm)	4/0	12 Foils	100
55	R-64	4	Polyglycaprone /Polyglyconate (3/8 Circle Cutting 25mm Needle, Suture Length of 70cm)	3/0	12 Foils	100

4. MONOFILAMENT POLYDIOXANONE SUTURES						
56	R-65	1	Absorbable Surgical Suture (Synthetic) Sterilised Needled Suture Monofilament Polydioxanone Violet (1/2 Circle Reverse Cutting 50 mm Length 90cm)	1	12 Foils	100
57	R-66	2	Absorbable Surgical Suture (Synthetic) Sterilised Needled Suture Monofilament Polydioxanone Violet (1/2 Circle RB 31mm Needle, Length 70cm)	2/0	36 Foils	100
58	R-67	3	Absorbable Surgical Suture (Synthetic) Sterilised Needled Suture Monofilament Polydioxanone Violet (1/2 Circle RB 30mm Needle, Length 70cm)	1/0	12 Foils	60000
5. ANTIBACTERIAL COATED SUTURE						
59	R-68	1	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial coated sterilised needled suture (Braided coated Polyglactin/ Polyglycolic Acid violet) 1/2 Circle CT round bodied 40mm, GS needle, suture length 90 cm	1	12 Foils	10000
60	R-69	2	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial with sterilised needled suture (Braided coated Polyglactin/ Polyglycolic Acid violet) 1/2 circle CT round bodied 40mm, GS needle, suture length 90 cm	1/0	12 Foils	10000
61	R-70	3	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial with sterilised needled suture (Braided coated Polyglactin / Polyglycolic Acid violet) 1/2 circle round bodied 30mm, suture length 90 cm	2/0	12 Foils	40000
62	R-71	4	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial with sterilised needled suture (Braided coated Polyglactin/ Polyglycolic Acid violet) 1/2 circle Reverse Cutting, OS 40mm, suture length 90 cm	1	12 Foils	10000
63	R-72	5	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial with sterilised needled suture (Braided coated Polyglactin / Polyglycolic Acid violet) 1/2 circle Reverse Cutting 36mm, OS needle, suture length 90 cm	1/0	12 Foils	5000
64	R-73	6	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial with sterilised needled suture (Braided coated Polyglactin / Polyglycolic Acid violet) size 3-0 with 1/2 circle round bodied 20mm, suture length 70 cm	3/0	12 Foils	100
65	R-74	7	Absorbable Surgical Suture U.S.P. (Synthetic) Antibacterial with sterilised needled suture (Braided coated Polyglactin/ Polyglycolic Acid violet) 3/8 circle R Cutting, PS-1,24mm, suture length 70 cm	3/0	12 Foils	100

- Note:**
1. For sutures, variation of ± 1 mm is acceptable in needle size upto 20mm ; variation of ± 100 ± 2 mm is acceptable in needle size above 20mm
 2. For sutures, length given in the above specification is the minimum length, greater length will be acceptable without any financial implication
 3. For suture needles, 'Taper Point' is also acceptable in place of 'Round Body (RB)'

General properties of Needle:

- Sharp enough to penetrate the tissues easily
- Resistant to bending
- Resistant to breaking
- Secure seating in needle holder
- Adhering to standards mentioned in US Pharmacopoeia

General properties of Sutures:

- Should resist shrinking in tissue.
- Should hold securely when knotted.
- Should have easy passage through tissue.
- Should have good tensile strength in accordance with standards as in U.S. Pharmacopoeia.

SURGICAL ITEMS LIST with SPECIFICATIONS

S.No.	Code No.	Name of Item	Pack Size	Qty. in Nos.
1	S-1	Absorbable Gelatin Sponge IP 66, Size 80 mm x 50 mm x 10 mm . Should be sterilized .	Piece	100
2	S-2	Absorbent Cotton Wool IP 500 gm	Packet	936000
3	S-4	Blood Administration Set / Blood Transfusion Set <ul style="list-style-type: none"> • Sharp and easy piercing spike suitable for blood bags and standard blood containers • Transparent cylindrical drip chamber with 200 micron filter • 150 cm long smooth kink resistant tubing • Efficient roller clamp to control and adjust the transfusion rate • Should conform to ISO 1135-4 standard 	Unit	333000
	S-8	Suction Catheter, Sterile: Specifications:- <ul style="list-style-type: none"> • Soft, kink resistant tubing • Rounded open tip with lateral eye • Colour coded universal funnel connector for safe connection to standard suction equipment • Length 50 cm (min.) 		
4	S-8 (a)	Suction Catheter, Sterile. Size: FG 5	Each Piece	30000
5	S-8(b)	Suction Catheter, Sterile. Size: FG 6	Each Piece	5000
6	S-8(c)	Suction Catheter, Sterile. Size: FG 8	Each Piece	5000
7	S-8 (d)	Suction Catheter, Sterile. Size: FG 10	Each Piece	5000
8	S-8(e)	Suction Catheter, Sterile. Size: FG 12	Each Piece	5000
9	S-8 (f)	Suction Catheter, Sterile. Size: FG 14	Each Piece	5000
10	S-8 (g)	Suction Catheter, Sterile. Size: FG 16	Each Piece	5000
11	S-8 (h)	Suction Catheter, Sterile. Size: FG 18	Each Piece	5000
12	S-9(a)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 8 FG <ul style="list-style-type: none"> • Made of Silicone elastomer bonded with Latex • Should have hard plastic valve • Smooth distal end with smooth eyes for a traumatic intubation • Symmetrical foley balloon • Balloon capacity 3- 5 ml • Should at least conform to IS 11497 	Each Piece	23000
13	S-9(b)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size10 FG <ul style="list-style-type: none"> • Made of Silicone elastomer bonded with Latex • Should have hard plastic valve • Smooth distal end with smooth eyes for atraumatic intubation • Symmetrical Foley balloon • Balloon capacity 3- 5 ml • Should at least conform to IS 11497 	Each Piece	161000
14	S-9 c)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size16 <ul style="list-style-type: none"> • Made of Silicone elastomer bonded with Latex • Should have hard plastic valve • Smooth distal end with smooth eyes for atraumatic intubation • Symmetrical foley balloon • Balloon capacity 30 ml • Should at least conform to IS 11497 	Each Piece	201000
15	S-9 d)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size18	Each Piece	82000

		<ul style="list-style-type: none"> Made of Silicone elastomer bonded with Latex Should have hard plastic valve Smooth distal end with smooth eyes for atraumatic intubation Symmetrical foley balloon Balloon capacity 30- 50 ml		
16	S-9 e)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size20 <ul style="list-style-type: none"> Made of Silicone elastomer bonded with Latex Should have hard plastic valve Smooth distal end with smooth eyes for atraumatic intubation Symmetrical foley balloon Balloon capacity 30- 50 ml	Each Piece	12000
17	S-9 f)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size22 <ul style="list-style-type: none"> Made of Silicone elastomer bonded with Latex Should have hard plastic valve Smooth distal end with smooth eyes for atraumatic intubation Symmetrical foley balloon Balloon capacity 30- 50 ml 	Each Piece	7500
18	S-9(g)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 2 Way, Size 24 <ul style="list-style-type: none"> Made of Silicone elastomer bonded with Latex Should have hard plastic valve Smooth distal end with smooth eyes for atraumatic intubation Symmetrical foley balloon Balloon capacity 30- 50 ml 	Each Piece	4000
19	S-9 (h)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 3 Way, Size22 <ul style="list-style-type: none"> Made of Silicone elastomer bonded with Latex Should have hard plastic valve Smooth distal end with smooth eyes for atraumatic intubation Symmetrical foley balloon Balloon capacity 30- 50 ml 	Each Piece	7500
20	S-9(i)	Sterile Catheter, Single Use, for Urinary Drainage (Foley Balloon Catheter), 3 Way, Size 24 <ul style="list-style-type: none"> Made of Silicone elastomer bonded with Latex Should have hard plastic valve Smooth distal end with smooth eyes for atraumatic intubation Symmetrical foley balloon Balloon capacity 30- 50 ml 	Each Piece	4000
21	S-11	Sterile Disposable Perfusion Set with Airway and Needle (Adult Use) <ul style="list-style-type: none"> For gravity feed only Sharp and easy piercing spike with air vent Transparent and flexible drip chamber 150 cm long smooth kink resistant tubing Self sealing latex bulb which will also act as an port for extra medication Efficient roller clamp to control and adjust the fluid rate 21 G needle Should conform to IS 12655 -4 standard 	Unit	4637000
22	S-13	Sterile Disposable Infusion Set with Microdrip (I.V.) <ul style="list-style-type: none"> Microdrip Infusion set with drop size reduced to approx 60 	Unit	1000000

		drops per ml <ul style="list-style-type: none"> • Sharp and easy piercing spike • Transparent and flexible drip chamber • 150 cm long smooth kink resistant tubing • Efficient roller clamp to control and adjust the fluid rate • Should conform to IS 12655 - 4 standard 		
23	S-14	Insulin syringe (40 units) with (fixed) 30 G needle <ul style="list-style-type: none"> • Shall conform to IS 12227 	Unit	1345000
24	S-15 (b)	Sterile Disposable (Single Use) Teflon / PTFE I.V. Cannula with integrated 3 Way stop cock. Size 18G <ul style="list-style-type: none"> • Should be packed in transparent, single blister pack. • Should conform to IS 10555 standard 	Each Piece	668000
25	S-15(e)	Sterile Disposable (Single Use) Teflon/ PTFE I.V. Cannula without port. Size 24G <ul style="list-style-type: none"> • Suitable for paediatric & neonatal use • Should be packed in transparent, single blister pack. • Should conform to IS 10555 standard 	Each Piece	670000
26	S-17	Nasal Oxygen Cannula (Set), Twin Bore (accessory for compressed air breathing) All Sizes (Adult & Paediatric) <ul style="list-style-type: none"> • Soft and kink resistant PVC tubing • Multichannel / star lumen to preventing accidental kinking • Twin bores should ensure equal volume of oxygen to both air passages • Connector for easy connection to the oxygen source • Tube length 200 cm 	Each Piece	30000
27	S-18	Paper Adhesive Plaster 1" X 9.0 mts (with cutter) Non woven adhesive tape	Unit	746000
28	S-20	Paper Adhesive Plaster 3" X 9.0 mts (with cutter) Non woven adhesive tape	Unit	329000
	S-25	Scalp Vein Set (Disposable): Specifications:- <ul style="list-style-type: none"> • Butterfly shaped wings for easy handling and attachment with skin. Colour coded • Needle should be bevelled, siliconised and should ensure atraumatic cannulation • Female luer fitting at one end • Soft, kink resistant, non-toxic, non irritant tube • Sterile 		
29	S-25 (a)	Scalp Vein Set (Disposable) Size 18G	Each Piece	72000
30	S-25 (b)	Scalp Vein Set (Disposable) Size 20G	Each Piece	115000
31	S-25 (c)	Scalp Vein Set (Disposable) Size 22G	Each Piece	200000
32	S-25 (d)	Scalp Vein Set (Disposable) Size 24 G	Each Piece	125000
33	S-28	Sterile Hypodermic Syringe with Needle attached, 22G, Single Use - 10 ml <ul style="list-style-type: none"> • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration 	Unit	10250000
34	S-29	Sterile Hypodermic Syringe with Needle attached, 22G, Single Use - 20 ml <ul style="list-style-type: none"> • Clear transparent chamber • Prominent graduation • Inert material gasket at the piston to minimise friction during movement & prevent leakage and back flow • Sharp needle ensuring minimum trauma during penetration 	Unit	3200000
35	S-39 (a)	Sterile Disposable Spinal Needle for Single Use 22G x 3 ½ inch <ul style="list-style-type: none"> • Clear / transparent hub 	Each Piece	25000

		<ul style="list-style-type: none"> • Sharp tip which should ensure minimal puncture trauma 		
36	S-39 (b)	Sterile Disposable Spinal Needle for Single Use 25G x 3 ½ inch <ul style="list-style-type: none"> • Clear / transparent hub • Sharp tip which should ensure minimal puncture trauma 	Each Piece	167000
	S-43	Endotracheal Tube, Plain – Specifications: <ul style="list-style-type: none"> • Transparent • Standard 15 mm connector at proximal end • Radio-opaque line throughout the length • Tip suitable for nasal and oral intubation • Single use, sterile 		
37	S-43 (a)	Endotracheal Tube, Plain - Size 2.5	Each Piece	20000
38	S-43 (b)	Endotracheal Tube, Plain - Size 3	Each Piece	22000
39	S-43 (c)	Endotracheal Tube, Plain - Size 3.5	Each Piece	10000
40	S-43 (d)	Endotracheal Tube, Plain - Size 4	Each Piece	5500
41	S-43 (e)	Endotracheal Tube, Plain - Size 4.5	Each Piece	4500
42	(S-43f)	Endotracheal Tube, Plain - Size 5	Each Piece	4300
43	S-43 (g)	Endotracheal Tube, Plain - Size 5.5	Each Piece	4300
44	S-43 (h)	Endotracheal Tube, Plain - Size 6	Each Piece	3600
45	S-43 (i)	Endotracheal Tube, Plain - Size 6.5	Each Piece	4600
46	S-43 (j)	Endotracheal Tube, Plain - Size 7	Each Piece	8000
47	S-43 (k)	Endotracheal Tube, Plain - Size 7.5	Each Piece	7300
48	S-43 (l)	Endotracheal Tube, Plain - Size 8	Each Piece	4600
49	S-43 m)	Endotracheal Tube, Plain - Size 8.5	Each Piece	3500
	S-44	Endotracheal Tube, Cuffed – Specifications: <ul style="list-style-type: none"> • Soft cuff towards the distal end • Kink resistant inflation tube • Murphy eye at distal end with polished smoothness • Radio-opaque line • Standard 15 mm connector • Sterile, single use • Curved shaped blister pack – suiting the shape of product 		
50	S-44 (a)	Endotracheal Tube, Cuffed - Size 4	Each Piece	5000
51	S-44 (b)	Endotracheal Tube, Cuff - Size 4.5	Each Piece	4400
52	S-44 (c)	Endotracheal Tube, Cuff - Size 5	Each Piece	6200
53	S-44 (d)	Endotracheal Tube, Cuff - Size 6	Each Piece	6300
54	S-44 (e)	Endotracheal Tube, Cuff - Size 6.5	Each Piece	8300
55	S-44 (f)	Endotracheal Tube, Cuff - Size 7	Each Piece	12000
56	S-44 (g)	Endotracheal Tube, Cuff - Size 7.5	Each Piece	12000
57	S-44 (h)	Endotracheal Tube, Cuff - Size 8	Each Piece	12000
58	S-44 (i)	Endotracheal Tube, Cuff - Size 8.5	Each Piece	13500
59	S-44 (j)	Endotracheal Tube, Cuff - Size 9	Each Piece	6900
60	S-45	Tracheostomy Tube (PVC), Plain, Sterile, Single Use - All Sizes <ul style="list-style-type: none"> • Soft flexible flange at for easy fixation • 15 mm connector at terminal end which can be rotated in 360 degree direction • Non-irritant • Radio-opaque line 	Each Piece	2000
61	S-46	Tracheostomy Tube (PVC), Cuffed, Sterile, Single Use - All Sizes <ul style="list-style-type: none"> • Soft flexible flange at for easy fixation • 15 mm connector at terminal end which can be rotated in 360 degree direction 	Each Piece	5300

		<ul style="list-style-type: none"> Balloon with non return valve Non-irritant Radio-opaque line 		
62	S-47	Abdominal Drain Kit, Sterile, Having drainage catheter and Collection Bag (2000 ml) Size 24, 28, 32 <ul style="list-style-type: none"> Graduated Bag Should have well fitting cap Soft drainage catheter 50 cm long, with radio opaque line Rounded open distal end with smooth atraumatic eyes in catheter Catheter with markings at 2 cm interval 	Each Piece	42700
63	S-73	Polypropylene Nonabsorbable Synthetic Surgical Mesh 7.5 cm X 15 cm	Piece	4000
64	S-74	Polypropylene Nonabsorbable Synthetic Surgical Mesh 15 cmX 15 cm	Piece	5000
65	S-79	Sterilized Umbilical Cotton Tape Width 3 mm, Length 75 cm	Packet	325000
66	S-80	Bone Wax, Sterilised	2 gm/ Packet	1000
67	S-84 (a)	K Wire, length 375 mm;1mm	Each unit	9600
68	S-84 (b)	K Wire, length 375 mm;1.6mm	Each unit	3000
69	S-84 (c)	K Wire, length 375 mm;1.8mm	Each unit	3000
70	S-87	<u>Foldable Intra Ocular lense with injector</u> <ol style="list-style-type: none"> Made of foldable Acrylic material Biconvex single piece IOL with aspheric optics Size:6mm optics. 12-13mm total diameter Double loop or plate haptics IOL should have U.V. blocking IOL should have 360°square edge. foldable and insertion by disposable injector with disposable cartridge insertable by a sub 2.8 mm incision . Diopters + 11 to + 28 at 0.5 D steps. Lenses to be supplied in boxes of 100 each. and each box should have lenses of powers: <ol style="list-style-type: none"> 19.5.,20.,20.5.,21 & 21.5 10 pieces each 18.0,18.5,19.0,22.0,22.5,23 5 pieces each 13.0,14.0,15.0,16.0,17.0 24.0,25.0,26.0 2 pieces each 11.0,12.0,27.0,28.0 1 pieces each Supplying unit should be ISO accredited and IOL should be CE/USFDA certified/approved.. 	Box of 100 Piece	37000
71	S-88	<u>Standard PAMA Intra Ocular Lenses</u> <ol style="list-style-type: none"> PAMA optics and haptics single piece with hole 6mm optic size 12.5 - 13.0 mm total diameter IOL haptics : modified C with 5° -10° anterior angulation. Should have 360° square edges. IOL should have UV blocking Dioptres + 11 to + 28 at 0.5 D steps. Lenses should be supplied in boxes of 100 each. Each box should contain lenses of powers : <ol style="list-style-type: none"> 19.5.20.0,20.5.21.0 & 21.5 10 pieces each 18.0,18.5,19.0,22.0,22.5,23.0 5 pieces each 13.0,14.0,15.0,16.0,17.0 24.0,25.0,26.0 2 pieces each 110.,12.0,27.0,28.0 1 pieces each Supplying unit should be ISO accredited and IOL should be 	Box of 100 Piece	200000

		CE/USFDA certified/approved..		
72	S-91	Pressure Monitoring Line / High Pressure Extension Line <ul style="list-style-type: none"> • Suitable for high pressure monitoring and for connection between syringe infusion pump and patient • Male luer lock at one end and female luer lock at other end ; should fit all standard equipment. Luer lock connectors should provide secure fitting. • Pressure upto 800 psi • Length 200 cm • Sterile 	Each piece in Blister Pack	1650
73	S-93	Umbilical Catheter (for New Born) – All sizes <ul style="list-style-type: none"> • Radio opaque line • With female flexible mount • Colour coded connector • Open tip should be soft, rounded, atraumatic • Length 40 cm 	Each piece	38000
74	S-95	Absorbable Oxidized Regenerated Cellulose 2”x 3” <ul style="list-style-type: none"> • Topical Absorbable Haemostatic • Bactericidal Property 	Each piece	20000
75	S-96	Close wound Drainage Device under negative pressure (Closed Wound Suction Unit) <ul style="list-style-type: none"> • Option to use one or two catheters simultaneously • Bellow chamber with capacity 800 ml • Bellow unit with connector • Graduated Bellow • Connecting tube with clamp and “Y”connector • Curved needle / trocar with catheter • Multiperforated catheter / Radon drain with radio opaque line • Catheter 12 to 18 FG 	Each piece	20000
76	S-98	Bone Cement	40 gm Pack	1800

RAJASTHAN MEDICAL SERVICES CORPORATION
GUIDELINES

FOR DEBARRING/BANNING OF
PRODUCT OR SUPPLIER/COMPANY

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

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

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

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

- 2.1 The successful Bidder fails to execute the agreement after being declared as L-1, L-2 or L-3 etc. to perform the obligations under the Bid conditions, EMD of such Bidder firm will be forfeited and firm will be liable for debarring for a period of not less than 2 years or the period specified in Bid document.
- 2.2 The successful Bidder after entering into an agreement withdraw or fail to honour commitments as per Bid conditions, EMD of such Bidder firm will be forfeited and firm will be liable for debarring/banning for a period of not Less than 2 years.

3. ON ACCOUNT OF NON-SUPPLY:

- 3.1 The supplier shall start to supply according to Bid condition from the date of purchase order and shall complete the supplies within stipulated delivery schedule 45/60 days as the case may be mentioned in Purchase Order or as stated in Bid condition.
- 3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the Bid documents. In the event of acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the Bid document.
- 3.3 If the supplier fails to execute the purchase order and informs RMSC about its inability to execute the order and non-compliance of the purchase order due to act of force majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.

3.4 If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such failure in supply continues for three purchase orders, then supplier firm will be liable for debarring for a period of not Less than 2 years. As a result such supplier will be ineligible to participate in any of the Bids for particular item(s) of drugs / medicines for a period of not less than 2 years or the period specified in Bid document.

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

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

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

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

4.4 If the sample fails in quality test and report is received certifying that sample is **not of standard quality**, the drugs of the batch will not qualified for issue and supplier shall be informed to take back stocks of such batch within one month, which failed the quality test and other consequences would follow as per the conditions in the Bid documents.

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

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

- 4.7 In case **three products of a company/supplier are debarred/banned** for supply made during a Bid duration the **Supplier / Company** shall be liable for debarring for a period of not Less than 2 years.
- 4.8 In case, any sample (even one batch) is declared as **Spurious or Adulterated** by an empanelled lab or Govt. Lab and if such failure is further confirmed by another empanelled lab / Govt. Lab during its entire shelf life, the **Supplier / Company** shall be liable for debarring for a period of not less than 3 years.
- 4.9 If any statutory sample of RMSC supply drug is drawn by Drugs Control Officer on suo-moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier / company. If it is challenged then the report of Director, C.D.L., Kolkatta shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring/banned of product or company. However if failure is of such nature wherein Drugs Controller of State grants prosecution sanction under Drugs & Cosmetics Act, 1940, then even failure of such one batch shall be considered adequate for debarring/banned the product for not less than 2 years and in case of involvement of three different products the **Supplier / Company** as a whole shall be liable for debarring/banned for a period of not Less than 3years.

5. PROCEDURE IN THE EVENT OF QUALITY FAILURE WILL INVOLVE THE FOLLOWING STEPS:

- 5.1 On receipt of adverse quality test report from empanelled lab or Govt. Lab of a quarantined stock, instructions will be issued immediately through e-mail to the concerned District Drug Warehouses to not to release such stock and entries be made by QC Cell at headquarter in e-aushadhi software for batch rejection i.e. not to be released for distribution to institutions / DDC's.
- 5.2 Warehouse Incharge will take appropriate measures immediately to segregate such stock and label all cartons as "NOSQ Drugs-Not for release" and shift it from quarantine area to Non-Release / Rejected Drugs Area (which is under lock & key) till its lifting by the supplier.
- 5.3 Immediately on receipt of NOSQ report, the second sample should be sent to another empanelled lab / Govt. Lab by the QC Cell.
- 5.4 The supplier shall be informed immediately about the test results and instructions be issued to lift the entire stock at supplier's expenses of such batch no. drug which is declared as "NOSQ" by the empanelled lab / Govt. Lab. However, in case of serious

quality failure i.e. if drug is declared or adjudged spurious, adulterated or grossly substandard, one of drug warehouse incharge will be directed to contact the District Drugs Control officer for drawing statutory sample of such batch as per Act. The DDW Incharge has to keep adequate quantity of such drug for statutory sampling by Drugs Control officer.

- 5.5 In case of drug declared as **Not of Standard Quality** on subsequent sampling after the batch was released the procedure given in sub-para 5.2 will be followed in respect of stock available with the warehouse. In respect of stock already issued and drug warehouse incharge will take immediate steps to RETRIEVE the unused stock of such drugs from all such institutions and D.D.C.s by all possible mode and means and he/she will ensure that no such NOSQ drug is further distributed to the patients and ensure effective recall.
- 5.6 On receipt of test report from empanelled lab / Govt. Lab, show cause notice will be issued immediately to the concerned supplier calling for explanation within 3 days from the date of receipt of notice in respect of quality failure of concerned batches of drug. The supplier will be required to submit the batch manufacturing record, batch analysis report, raw material purchase record & raw material test reports etc. Opportunity for personal hearing, if desired by supplier, may also be accorded.
- 5.7 On confirmation of the test result by the second laboratory, the case will be referred to the disciplinary committee of RMSC for further action.
- 5.8 In case when the second report is contradictory to the first report, the statutory sample will be sent to Govt. Lab, whose report will be final and if the sample has been tested by the Govt. Lab at any stage, its report will be conclusive & final unless challenged as per provisions of Drugs & Cosmetics Act, 1940.

6. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

- 6.1 Each & every case of submission of false documents, failure to execute agreement, non-supply or quality failure, etc. will be referred to disciplinary committee of RMSC for examination on a case to case basis for making appropriate technical recommendation to Managing Director for further appropriate action.
- 6.2 The recommendations of disciplinary committee will be placed before the Managing Director, RMSC who shall take appropriate action which may deem fit in the light of facts & circumstances of the case by way imposing penalty or debarring/banning of the particular product or supplier/ company.

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

7. POWER OF REVIEW:

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

8. RIGHT TO APPEAL:

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

9. Savings:

The debarring/banning of particular product or supplier / firm will be done without prejudice to other penalty which may be imposed as per the conditions of Bid documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of land. RMSC will display names of such debarred/banned products and companies on its website and also circulate the same among all stakeholders viz. PSME, DM&HS, DC including respective State Drug Controllers where the supplier / company is located.

10. JURISDICTION:

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

EXPLANATIONS:

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

- (ii) The meaning of 'Spurious drugs' or 'Adulterated Drugs' will be construed in strict sense under the provisions of Drugs & Cosmetics Act, 1940. For the purpose of debarring a drug will be considered 'Spurious' if empanelled lab / Govt. Lab so declare the product or it is found containing either no drug or very poor drug contents on testing or it is purported to be manufactured of whom it is not truly a product or which is likely to cause grievous hurt within the meaning of Sec. 320 Of IPC. Similarly for the purpose of debarring a drug will be considered 'Adulterated' if empanelled lab / Govt. Lab so declare the product or it is found containing any poisonous, deleterious, harmful or toxic substances or which is likely to cause grievous hurt.
- (iii) Purchase Orders, if any, already issued before taking any debarring action or replacement orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.
- (iv) The action proposed as above is not in conflict to any express conditions laid down in corresponding Bid and in case of any overlapping, the Bid condition will prevail.

FORM NO. 1 [See rule 83 of RTPPP]**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No.....of.....

..

Before the..... (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:**4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:****5. Number of affidavits and documents enclosed with the appeal:****6. Ground of appeal:**

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.....

..... (Supported by an
affidavit)**7.****Prayer:**

.....

.....

.....

Place

Date

Appellant's Signature

UNDERTAKING FOR EMPANELMENT

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

1. That I have applied for empanelment for supply of Drugs & Medicines for the items I have quoted in the tender as enlisted in Annexure –VII
2. That I/We have carefully read all the conditions of Bid in Ref.no. F.02 ()/ RMSCL/PROCUREMENT/S&S/NIT-1/2013/04 *Dated 15.04.2013* for supply Cum rate contract and empanelment for supply of Drug and Medicines For Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.
3. That I will be considered empanelled for the items which are declared technically responsive.
4. That I have deposited the required fees for empanelment.

Date

**Name & Signature
with Seal**

PERFORMANCE STATEMENT
(Attach Separate Sheet for each Item Quoted)

Name of Firm _____
 Name of **Product** _____ Item Code _____

 Tender Quantity _____ Offered Quantity (as per capacity) _____

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

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

Certified true statement of Productions
 Signature & Seal of the Bidder

PROFORMA FOR SUBMISSION OF SURGICAL / SUTURE SAMPLES

Tender No. _____

Name of Bidder _____

Address _____

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

Station :

Signature and Seal

Date :

Supplier Consolidated Invoice

<p>Supplier Consolidated Invoice</p> <p>Name of Supplier:</p> <p>Complete Address:</p> <p>E-mail ID:</p>											
DL NO.:						TIN No.:			Invoice No.:		
Purchaser: Managing Director									Date:		
Address: Rajasthan Medical Services Corporation, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur									Purchase Order No.:		
Phone No. 0141- 2228066									Date:		
RMSC TIN NO.08404750762											
Name of Item/Description :						Drug Code (RMSC) :					
S.N o	Name of DDW	Odered Qty.	Invoice/ Challan no.	Date	Packing Size	BATCH NO.	MFG. DT.	EXP. DT.	QUANTIT Y Supplied in No. (Batch wise)	Basic RATE (without Concessional CST)	Basic Amount (without Concessio nal CST)
1	2	3	4	5	6	7	8	9	10	11	12
Remarks:							Total Basic Amount				
							Rate of (%) Concessional CST against C-form & Total Tax Amount				
							TOTAL INVOICE AMOUNT				

Authorised Signatory

Analytical Report Regarding Quality

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

**Authorised
Signatory**

Annexure-XVI
Clause No. 25(i)

Commitment of quantity

S. No.	Quoted Code No. & Name of surgical & sutures	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to RMSC in nos.	Annual Supply Commitment to RMSC in nos.
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signature of Authorized Signatory