

(Drug)

TENDER FOR SUPPLY CUM RATE CONTRACT OF SURGICALS & SUTURES (DRUG ITEMS) FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites TENDER FOR THE SUPPLY OF SURGICALS AND SUTURES(DRUG ITEMS) FOR THE YEAR 2012-13.

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

(a) Sealed Tenders [in two separate covers {Technical bid(Cover “A”) Price Bid (Cover “B”)] will be received till 30-03-2012 up to 1.30 P.M. by the Rajasthan Medical Services Corporation Ltd. for the supply cum rate contract of surgical and sutures (drug items) for the year 2012-13. These two sealed bids will be required to be kept in a third sealed envelope before submitting to the tender inviting authority. The tender should be addressed to Managing Director, Rajasthan Medical Services Corporation Ltd and the bidder is required to mention the Code Number of items which are offered in the bid, on the cover of third envelope.

(b) The bids shall be valid for a Period of 90 days from the date of opening of cover B (Price Bid) and prior to the expiration of the bid validity, the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days. The tenderer may refuse extension of bid validity without getting his Earnest Money forfeited.

2 **RESPONSIVENESS OF THE BIDS :**

The tender will be prima-facie rejected if it does not fulfill the following responsiveness criteria of the bid-

1. *Required Tender fees.*

2. *Required earnest money deposit (in case EMD is less than requirement for quoted items, the EMD will be counted for the items in sequence, if minimum amount of EMD is deposited otherwise not considered).*

3. *The signed set of terms & conditions in the bid.*
4. *The bid in amended tender form if required after pre-bid meeting.*
5. *Valid/renewed Manufacturing license/import license in case of manufacturer/importer of surgical & sutures in case of direct importer (importing supplies/ goods from abroad/overseas for the goods manufactured abroad) and IEC certificate in case of other goods.*
6. *Average annual turnover for last three financial years must not be less than Rs. 2 crores only.*

3. **ELIGIBILITY CRITERIA**

- (a) Tenderer shall be a manufacturer having its own valid manufacturing license or direct importer holding valid import license. Distributors/Suppliers/Agents/Loan licensees are not eligible to participate in the Tenders.
- (b) Average Annual turnover in the last three financial years (2008-09, 2009-10 and 2010-11) shall not be less than **Rs. 2 Crores**. The same should be based on audited annual accounts & certified by a Chartered Accountant.
- (c) (i) Tenderer should have atleast 3 years Market Standing as a manufacturer/importer for each item quoted in the tender.
(ii) Tenderer should have permission to manufacture the item quoted as per specification given in the tender from the competent authority.
Product permission of brand names shall be accepted in the tender submitted but the tenderer has to submit the product permission in generic names at the time of signature of agreement. Imported products will be accepted in brand names.
- (d) Tender should not be submitted for the product/products for which the concern/company has been blacklisted/banned either by Tender inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its Drugs procurement Agencies.
- (e) ***The concern company/firm which stands blacklisted/banned/Debarred either by Tender Inviting Authority or Govt. of Rajasthan or by any***

other State/Central Government or its Drugs procurement Agencies on the date of bid submission shall not be eligible to participate in the tender. If a company/firm and any product was blacklisted for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of blacklisting/banning is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisted/Debarred.

- (f) If any product/products have been declared as not of standard quality of company/firm during last 2 years any where, such concern/ company/firm shall not be eligible to participate in tender for such product/products.
- (g) *The concern firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the tender. Similarly convicted firm/company, for particular product or debarred from tender process shall also not be eligible to participate in the tender.*

4. PURCHASE PREFERENCE

- i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in tendering process and match L-1 price.]
- ii. *Any tender received other than on prescribed form shall not be entertained. The tender form can also be downloaded from the website www.rajswashya.nic.in and rpsc.nic.in. The tender fees shall be deposited by the tenderer separately as applicable by way of Demand draft, along with the earnest money at the time of bid submission.*
- iii. **EMD/ Security deposit** - Earnest money will be deposited @ Rs. 20,000/- 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. 2.00 Lacs and maximum

of Rs. 5.00 Lacs in the form of bankers cheque/demand draft. ***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.***

Security deposit shall be furnished by the successful tenderer equal to 5% of the contract value.

EMD and security deposit will not be taken from Undertaking, Corporation of GoI & GoR. EMD will be taken at Rs. 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 subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, from SSI units of Rajasthan and security deposit @ 1% value of the quantity ordered. They will furnish original or Photostat copy duly attested by gazetted officer of the registration of SSI units issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-I under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered.

iv Comparison of rates of firms outside and those in Rajasthan:-

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

- V. *VAT on drugs and medicines is exempted in Rajasthan for RMSCL will issue necessary exemption certificate.*
- VI. *RMSC will also issue “C-certificate”. Therefore concessional CST should be charged, the concessional rate of CST should be shown seperately.*

5. **GENERAL CONDITIONS**

A complete set of tender documents may be purchased by any interested eligible tenderer on submission of an application in writing and upon payment of a non refundable fee of Rs.2000/- as indicated in the advertisement in the form of Demand draft in favour of Managing Director, Rajasthan Medical Services Corporation Ltd. payable at Jaipur. The tender document requested by post will be sent through speed post on an extra payment of Rs.250/- towards postal charges. The tender document may also be downloaded from the website (www.rajswashya.nic.in & rmsc.nic.in) and may be submitted provided a Demand Draft/Bankers Cheque of Rs. 2000/- is submitted alongwith the tender towards the cost of tender documents. Tender form shall be given at 50% of cost to SSI units of Rajasthan on production of attested copy of Registration by the Director of Industries Rajasthan or his Subordinate officers at all districts.

- i. Tender documents may be purchased from Room No. 204 Iist Floor, Gandhi Block Swasthya Bhawan, Tilak Marg, C- Scheme Jaipur - 302005 between 09.30 A.M. to 6.00 P.M. from **29.02.2012 to 30.03.2012 (up to 11.00 A.M.)** on all working days either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay.
- ii. Tenders will be opened in the presence of tenderer/authorized representatives who choose to attend on the specified date and time, at RHSDP Block, Swasthya Bhawan, Tilak Marg, C-Scheme Jaipur – 302005.
- iii. At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents

by amendment. All the prospective tenderers who have received the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

- iv. Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.
- v. *In case any document submitted by the bidder is found to be forged, false or fabricated, the bid will be rejected and EMD will be forfeited. Report with police station may also be filed against such bidder and bidder may also be blacklisted/banned/debarred.*

6. TECHNICAL BID – COVER “A”

6.1 The tenderer should furnish the following in a separate cover hereafter called **“Cover A”**.

- (a) Tender fees (in case of downloaded tender document).
- (b) Tenderers are allowed the option to quote for anyone item or more items as mentioned in tender (Annexure-XII) (list of surgical & sutures proposed to be purchased). The amount of EMD will remain @ Rs. 20,000/- 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. 2.00 lacs and maximum of Rs. 5.00 Lacs. EMD and security deposit will not be taken from Undertaking, Corporation of GoI & GoR. EMD will be taken at 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 subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, from SSI units of Rajasthan. *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 earnest money should not be less than the minimum level else bid will be summarily rejected.

- (c) Earnest Money Deposit shall be in the form of Demand Draft drawn in favour of Managing Director, Rajasthan Medical Services Corporation Ltd, payable at Jaipur.
- (d) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (e) The tenderer should furnish attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted (with tender item codes marked against each item) in the respective product permission.
- (f) Attested photocopy of the valid import license in Form 10 accompanied with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported. The license must have been renewed/valid up to date. A copy of a valid license for the sale of surgicals & sutures imported by the firms issued by the licensing authority shall be enclosed.
- (g) **The instruments such as power of attorney, resolution of board etc., authorization of an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the tenderer should sign the tender documents.**
- (h) *If a bidder has participated and succeeded in tender & it wants its day to day activities, to be looked after through its local authorised representative, then it will have to submit an authority letter on which local representatives photograph, address &*

signatures will be submitted along with his I.D. proof to RMSC as per enclosed annexure-XI

- (i) Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each surgicals & sutures quoted, for last 3 years (***For item Code S-14 MSC required for 2 years***)(Certificate should be enclosed with list of items). In the case of direct importer evidence for importing the said items for last 3 years. These may be bill of lading for last three years, certificate of analysis done at importing cargo point in India. The market standing certificate for last three years for a particular product will be required for each specification of the product. Items quoted should be highlighted in the M.S.C.
- (j) *For the items S-53 to S-67 which have only recently been notified as “drugs”. MSC for three years for such items will not be required, for them bill of lading/bill of entry for three years for imported items will suffice to prove as MSC. For indigenous items manufactured in india some documents for verification of manufactured items like copies of purchase orders for three years should be provided.*
- (k) Recent non-conviction Certificate issued by the Drug Controller of the State (N.C.C. should not be more than a year old).
- (l) Good manufacturing practices Certificate (GMP) as per revised Schedule –'M' (for manufacture only)/WHO-GMP certificate issued by the Licensing Authority. The Importer should produce the WHO GMP or a certificate at par with WHO GMP/CoPP issued by exporting countries. Like USFDA approval etc. In case of imported surgical & sutures labels and product literature of all quoted products must be submitted. The tenderer shall also furnish a notarized affidavit in the format given in Annexure-V declaring that the tenderer complies the requirements of GMP (as per revised Schedule-'M').The GMP Certificate must not be older than six months ***from the due date*** of tender submission, in case validity is not mentioned in the certificate.

- (m) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in Annexure-III certified by a practicing Chartered Accountant.
- (n) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by a practicing Chartered Accountant.
- (o) VAT/Sales Tax Clearance certificate, as on 31.03.2011.
- (p) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
- (q) Undertaking (as in the proforma given in Annexure-II) for embossment of logo on packing of surgicals and sutures as the case may be, and for supply of surgicals and sutures in required packing as per conditions specified at Clause 15 herein, notarized by the Notary Public.
- (r) Undertaking that the manufacturer has not been blacklisted, the quoted product has not been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at Annexure-X.
- (s) Details of technical personnel presently engaged in the manufacture and testing of surgicals and sutures (Name, Qualification, and Experience) as enclosed in license.
- (t) List of items quoted in duplicate (The name & code of the Items quoted alone should be furnished and the **rates of those items should not be indicated in this list**), as shown in the Annexure-VI.
- (u) The tender documents should be signed by the tenderer on all pages with office seal.
- (v) A Checklist (Annexure-VII) for the list documents enclosed with their page number. The documents should be serially arranged as per **Annexure-VII** and should be securely tied or bound.
- (w) All photo copies submitted should be self attested and notarized.

6.2 The above documents should be sealed in a separate Cover Superscribed as **“TECHNICAL BID – COVER “A” – TENDER FOR THE SUPPLY CUM RATE CONTRACT OF SURGICALS AND SUTURES (DRUG ITEMS) FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13 DUE ON 30.03.2012 AT 1.30 P.M. The Code No. of each item quoted should appear on the outer envelope which contain both technical and financial bid.**

TO BE ADRESSED TO “THE MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD. GANDHI BLOCK SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR-302005

7. PRICE BID – COVER “B”

1. Cover “B” contains Price Bid of the Tenderer.
 - i. *Bid should be typewritten and no correction in the price bid in whatever manner will be accepted. Rates of each item should be quoted on a separate price schedule and the same should be kept and sealed in a separate envelop.*
 - ii. Each page of the price bid should be duly signed by the tenderer affixing the office seal.
 - iii. The tenderer shall fill in the rate in the Annexure-VIII (PRICE Schedule). Tender will liable for outright rejection if any discounts/special offers are made in the bid.
 - iv. The rate quoted in column 7 of Annexure-VIII should be for a unit and for the given specification. The tenderer is not permitted to change/alter specification or unit size given in the Annexure-XII.
 - v. The tenderer is required to furnish the break up of price, as per the format of price schedule.
 - vi. The bidder shall necessarily quote the excise duty or customs duty applicable, when the item is excisable or imported as the case may be.
 - vii. The bidder shall specifically mention – “EXEMPTED” when the item is excisable but exempted for the time being , based on turn

over or for any other grounds by the notification issued by the Government of India.

- viii. The bidder once quoted the excise rate is not permitted to change the rate / amount unless such change is supported by the notification issued by the Government or by the order of the court after submission of Tender.
- ix. The bidder who has quoted excise “NIL” in PRICE Schedule and item is excisable, at the time of award of contract, will be eligible for payment only on production of invoices drawn as per central Excise Rules

7.(2). The tenderers shall submit duly signed PRICE Schedule in a sealed cover Superscribed as “ PRICE BID- COVER “B” - TENDER FOR THE SUPPLY CUM RATE CONTRACT OF SURGICAL AND SUTURES FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

The “Cover B” should also be addressed to “THE MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD”, “D” BLOCK SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005

7.(3). Two separately sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} shall be placed in a cover which shall be sealed and Superscribed as “ **TENDER FOR THE SUPPLY CUM RATE CONTRACT OF SURGICAL AND SUTURES (DRUG ITEMS) TO RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13 DUE ON 30.03.2012 At 1.30 P.M. The Code No. of each item quoted should appear on the outer envelope which contains both technical and financial bid. and addressed to the MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD, “D” BLOCK SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005**

7.(4). If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day up to 1.30 P.M.

8. **OPENING OF COVER “A” AND COVER “B” OF TENDER**

- a) All the tenderers or their authorized representative as stipulated in para 6.1 (g) are entitled to be present at the date and time for opening of Technical Bid- Cover “A” of the tender submitted by them.
- b) The tender will be scrutinized by tender evaluation committee and inspection of manufacturing unit for compliance of GMP would be carried out by technical committee. Tenderes, who were found eligible on satisfying the criteria for technical evaluation and inspection, will only be invited to be present at the date and time for opening of Price Bid – Cover “B” of the tender.

9. **EARNEST MONEY DEPOSIT**

i. 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 earnest money should not be less than minimum level of Rs. 2.00 Lacs.* However, 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. The Earnest Money Deposit shall be paid in the form of Demand Draft, favouring Managing Director, Rajasthan Medical Services Corporation Ltd., payable at Jaipur. This should be enclosed with the tender in Cover”A”. **Earnest Money Deposit in any other form will not be accepted.**

The tenders submitted without prescribed EMD will be summarily rejected. The EMD will be forfeited, if the tenderer withdraws its tender during tender validity period or in the case of a successful tenderer, if the

tenderer fails within specified time to sign the contract agreement or fails to furnish the security deposit.

10. OTHER CONDITIONS

1. The orders will be placed by the Managing Director or authorized officer of Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required surgicals and sutures are shown in Annexure-XII. The quantity mentioned is only the tentative/ indicative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.
3. Tender has been called for in the **generic names of surgical & sutures**. The tenderers should quote the rates for the generic products. The composition and strength of each product should be as per details given in Annexure- XII. Any variation, if found, will result in the rejection of the tender. Imported product shall be allowed in brand names.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax/VAT/CST) should be quoted for each of the required items etc., separately on door delivery basis according to the unit ordered. Tender for the supply of surgicals and sutures with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers. No quantity or cash discount should be offered.
5. (i) *To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified tenderers.*
(ii) *Orders will be placed periodically based on the stock positions only. Orders will be placed with L1 firms. However in case of*

any exigency and in order to ensure regular supply, the orders may also be placed to 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 (cover B) the lowest offer of the Tenderer is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of surgical & sutures for which the tender has been invited.*
- (iv) The tenderer 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 tendered quantity of such surgical & sutures as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such tenderer is eligible for the placement of purchase orders.*
- (v) RMSC will inform the L1 rate to the tenderers who had qualified for Price Bid (Cover B) opening, inviting their consent to match with the L-1 rate for the item of the surgical & sutures quoted by them and the tenderers who agree to match L1 rate, will be considered as Matched L1.*
- (vi) The tenderer, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).*
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of the order, failing which the supplier is estopped from disputing the imposition of liquidated damages, fine for the delayed supply.*
- (Viii) If the L1 supplier has failed to supply /intimated RMSC about his inability/delay in supply as per the purchase order, the required surgical & sutures within the stipulated time or*

as the case may be, RMSC may also place purchase orders with the Matched L1 tenderer for purchase of the surgical & sutures, provided such matched L1 tenderers shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such tenderer is eligible for the placement of purchase orders for the item or items of Surgical & Sutures quoted by them.

- (ix) Subject to para (vii) above, while RMSC has chosen to place purchase 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 tender and all provisions of the tender document applicable to L-1 rate tenderer will apply mutatis mutandis to the matched L1 supplier.*
- (xi) If the supplier fails to supply the surgical & sutures for the three purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other tenderers (in ascending order, viz, L2, L3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify RMSC, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is entitled to recover the difference in cost from the amount due/payable to the supplier.*
- (xii) The supplier shall supply the ordered quantity before the end of 45 days from the date of issue of purchase order at the*

destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSC, the supply should be completed by 5.00 p.m. on the next working day. For surgical & suture items requiring sterility test/imported items the supply period will be 60 days from the issuing date of purchase order.

6. The rates quoted and accepted will be binding on the tenderer during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained till the completion of this tender period.
7. No tenderer shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
8. Supplies should be made directly by the bidder and not through any other agency.
9. The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority or of the Govt. of Rajasthan. The Tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection their tenders will be rejected.

11. **ACCEPTANCE OF TENDER**

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

12. **SECURITY DEPOSIT**

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

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority in the form of Bank Guarantee issued by any scheduled bank (the validity of bank guarantee should be for a period of *sixteen months* from the date of signing of contract) or

Bank Draft in favour of the **Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Tender inviting authority** before releasing the purchase order by the ordering authority.

13. **AGREEMENT**

- a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the tenderer) within **10 days** from the date of the intimation by the Tender Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd**. The Specimen form of agreement is available at **Annexure-IV**.
- b) The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) *All notices or communication relating to any dispute arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him by fax/E-mail or left at the premises, places of business or abode.*

14. **SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority. Surgicals and Sutures will be supplied at 33 Districts Head Quarters of Rajasthan (CM&HO and Medical Collages , Store).
2. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the Purchase Order.
3. *The tenderer 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 surgicals and sutures will be returned back to the suppliers and he is bound to replenish the same with approved lab test report.*

The Surgicals and Sutures supplied by the successful tenderer shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the tender documents.

4. If supplies are not fully completed in 45 days from the date of the Purchase Order, (sixty days for surgical & sutures requiring sterility test/imported items) the provisions of liquidated damages of Tender conditions will come into force. The Supplier should supply the surgicals and sutures at the Warehouse specified in the Purchase Order and if the *items* supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
5. If the supplier fails to execute atleast 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of surgicals and sutures for a period of one year immediately succeeding year in which supplier has been placed Purchase order.
6. If the tenderer fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of surgicals and sutures for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/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.
7. 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 tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like Banning/ blacklisting/disqualification from

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

8. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
9. If at any time the tenderer has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the tenderer within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.
10. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of “Customs” or otherwise, nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tenderer Inviting Authority.

15. **LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in Annexure-II. The name of the surgicals and sutures shall be mentioned in Hindi and English. Apart from this “**For Govt. of Rajasthan – Not for Sale fu%'kqYd forj.k gsrq] QC – Passed**” along with logo of RMSCL will be *printed on foil or wrapper should be legible*. The storage directions should be clear legible and preferably with yellow highlighted black ground.

1. Tenders for the supply for Surgicals and Sutures shall be considered only if the tenderer gives undertaking in his tender that

the supply will be prepared and packed with the logogram printed as per the design enclosed as per Annexure-II.

2. All Surgicals and Sutures have to be supplied in standard packing with printed logogram and shall also conform to the provision of the Drugs & Cosmetics Act & Rules/BIS wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
3. Failure to supply Surgicals and Sutures with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills payable as per conditions in Clause 19.2

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

4. In case of imported items affixing rubber stamp on the originals label is allowed with indelible ink on inner most and outer packing.

16. PACKING

1. The Surgicals and Sutures shall be supplied in the package and the package shall carry the logogram specified in Annexure-II.
2. The packing in each carton shall be strictly as per the specification mentioned in Annexure-II. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
3. It should be ensured that only first hand fresh packaging material is used for packing.
4. All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS Act.
5. Packing should be able to prevent damages or deterioration during transit.
6. In the event of items of surgicals 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 surgicals and sutures for which the purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk

and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.2 and 20.

7. Bar coding is required on the smallest packing box and outer packing of a Item.

17. QUALITY TESTING

- 1. Sampling of supplies (those covered under Drugs) from each batch will be done at the point of supply or distribution/storage points for testing.(The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). *The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing & handling Charges.***
- 2. The Surgicals and Sutures shall maintain the quality within the permissible level throughout the shelf life period of the surgicals 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 mis-branded, such batch/batches will be deemed to be rejected goods.**
- 3. In the event of the samples of the Surgicals and 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 surgicals and sutures for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 20.**

4. *The supplier shall furnish to the purchaser the evidence of any requisite data for surgical & sutures when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.*
5. *For imported drugs/surgical & sutures pharmacopeial standards of the respective countries shall be acceptable (even if the product is official in IP or BIS).*

18. **PAYMENT PROVISIONS**

1. *No advance payment towards costs of Surgicals and sutures will be made to the tenderer.*
2. *On receipt of the invoices, consignee receipt and analytical report regarding quality, the payment would be made in 30 days.*
3. *The incharge of district drug ware house will be required to send to head office of RMSC, receipts of drugs received from different suppliers, in the format as prescribed (Annexure IX) or through e-Aushedhi software under menu of supplier performance report.*
4. *Preferably against a Purchase order for a item, their should be single/consolidated invoice. All bills/ Invoices should be raised in duplicate, one copy there of should be reached at respective consignee and other should reach at Head office, Jaipur and in the case of excisable Surgicals and sutures, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated.*
5. *Payments for supply will be considered only after supply of 70% of items of Surgicals and sutures 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 tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.*

7. (a) *In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Surgicals and sutures approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of essential Surgicals and sutures, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of excise duty of essential Surgicals and sutures will be deducted without any change in the basic price of the price structure of the Surgicals and sutures approved under the tender.*
- (b) *In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.*
8. (i) *If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.*
- (ii) *The purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.*
- (iii) *Extension in delivery period:- In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-*
- (a) *Delay upto one fourth period of the prescribed delivery period; 2.5%*

(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%

(d) Delay exceeding three fourth of the prescribed delivery period. 10%

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.

9. *If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, earthquake 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.*

19. **DEDUCTION IN PAYMENTS:**

1. If the supply is received in damaged conditions it shall not be accepted.
2. All the tenderer are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.6.

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

1. If the successful tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender, shall stand forfeited by the Tender Inviting Authority and

he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting *the supplier for a period of one year.*

2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD SURGICALS & SUTURES IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD surgicals and sutures 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 surgicals and sutures rejected till such destruction.
3. The supplier will not be entitled to any payment whatsoever for Items of surgicals and 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 from any amount payable to the tenderer. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
4. For supply of surgicals and 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 blacklisting.
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied surgicals and sutures shall be final and binding.

6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per act and rules.
8. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future tenders.
9. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 14.6, Clause 16.6 & Clause 7.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
10. In all the above conditions, the decision **of the Tender Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding**, in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.
11. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

21. ***FALL CLAUSE:-***

The prices charged for the Store supplies under the contract by successful Tenderer shall in no event exceed the lowest price at which the successful Tenderer sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the M.D., RMSC, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

22. **SAVING CLAUSE**

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

(ii) In case of Exigency, Purchase committee of RMSC may relax any condition of the tender .

23. **JURISDICTION**

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

(Non Drug item)

TENDER FOR SUPPLY CUM RATE CONTRACT OF SURGICALS (NON DRUG ITEMS) FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

Rajasthan Medical Services Corporation Ltd., (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites TENDER FOR THE SUPPLY CUM RATE CONTRACT OF SURGICALS (NON DRUG ITEMS) FOR THE YEAR 2012-13.

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

Sealed Tenders [in two separate covers {Technical bid (Cover “A”) Price Bid (Cover “B”)] will be received till 30-03-2012 up to 1.30 P.M. by the Rajasthan Medical Services Corporation Ltd. for the supply cum rate contract of Surgicals (non drug items) for the year 2012-13. These two sealed bids will be required to be kept in a third sealed envelope before submitting to the tender inviting authority. The tender should be addressed to Managing Director, Rajasthan Medical Services Corporation Ltd and the bidder is required to mention the Code Number of items which are offered in the bid, on the cover of third envelope.

- (c) The bids shall be valid for a Period of 90 days from the date of opening of cover B (Price Bid) and prior to the expiration of the bid validity, the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days. The tenderer may refuse extension of bid validity without getting his Earnest Money forfeited.

2 *RESPONSIVENESS OF THE BIDS :*

The tender will be prima-facie rejected if it does not fulfill the following responsiveness criteria of the bid-

7. *Required Tender fees.*
8. *Required earnest money deposit. (in case EMD is less than requirement for quoted items, the EMD will be counted for the items in sequence, if minimum amount of EMD is deposited otherwise not considered).*
9. *The signed set of terms & conditions in the bid.*

10. *The bid in amended tender form if required after pre-bid meeting.*

11. *Valid/renewed Manufacturing license/import license in case of manufacturer/importer of surgicals in case of direct importer (importing supplies/ goods from abroad/overseas for the goods manufactured abroad) and IEC certificate in case of other goods direct importer.*

12. *Average annual turnover for last three financial years must not be less than Rs. 2 crores.*

2(a). **ELIGIBILITY CRITERIA**

(h) Tenderer shall be a manufacturer having its own valid manufacturing license or direct importer holding valid import license. Distributors/Suppliers/Agents/Loan licensees are not eligible to participate in the Tenders.

(i) Average Annual turnover in the last three financial years (2008-09, 2009-10 and 2010-11) shall not be less than **Rs. 2 Crores** the same should be based on audited annual accounts & certified by a Chartered Accountant.

(j) (i) Tenderer should have at least 3 years Market Standing as a manufacturer/importer for each item quoted in the tender.

(ii) Tenderer should have permission to manufacture the item quoted as per specification given in the tender from the competent authority.

(k) Tender should not be submitted for the product/products for which the concern/company has been blacklisted/banned/debarred either by Tender inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its Drugs procurement Agencies.

(l) The concern/company/firm which stands blacklisted/banned either by Tender Inviting Authority or Govt. of Rajasthan or by any other State/Central Government or its Drugs procurement Agencies on the date of bid submission shall not be eligible to participate in the tender. If a company/firm and any product was blacklisted /banned/debarred for a specified period, then the same will become eligible after the blacklisting period is over. In case the period of

blacklisting/banning/debarring is not specified, the firm shall be eligible to participate after two years of the date of issue of order of banning/blacklisted.

- (m) If any product/products have been declared as not of good quality of company/firm during last 2 years any where, such concern/company/firm shall not be eligible to participate in tender for such product/products.
- (n) *The concern/firm/company whose product has been found to be of inferior quality/contented/harmful nature and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the tender. Similarly convicted firm/company for particular product or debarred from tender process shall also not be eligible to participate in the tender.*

3. PURCHASE PREFERENCE

- iv. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in tendering process and match L-1 price.]
- v. *Any tender received other than on prescribed form shall not be entertained. The tender form can also be downloaded from the website www.rajswasthya.nic.in and rpsc.nic.in. The tender fees shall be deposited by the tenderer separately as applicable by way of Demand draft, along with the earnest money at the time of bid submission.*
- vi. **EMD/ Security deposit** - Earnest money will be deposited @ Rs. 20,000/- 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. 2.00 Lacs and maximum of Rs. 5.00 Lacs in the form of bankers cheque/demand draft. *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.

Security deposit shall be furnished by the successful tenderer equal to 5% of the contract value.

EMD and security deposit will not be taken from Undertaking, Corporation of GoI & GoR. EMD will be taken at Rs. 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 subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, from SSI units of Rajasthan and security deposit @ 1% value of the quantity ordered. They will furnish original or Photostat copy duly attested by gazetted officer of the registration of SSI units issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-I under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered.

iv Comparison of rates of firms outside and those in Rajasthan:-

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

VII. VAT on Surgicals is exempted in Rajasthan. RMSCL will issue necessary exemption certificate.

VIII. RMSC will also issue “C-certificate”. Therefore concessional CST should be charged, the concessional rate of CST should be shown separately.

4. GENERAL CONDITIONS

A complete set of tender documents may be purchased by any interested eligible tenderer on submission of an application in writing and upon payment of a non refundable fee of Rs.2000/- as indicated in the advertisement in the form of Demand draft in favour of Managing Director, Rajasthan Medical Services Corporation Ltd. payable at Jaipur. The tender document requested by post will be sent through speed post on an extra payment of Rs.250/- towards postal charges. The tender document may also be downloaded from the website (www.rajswasthya.nic.in & rmsc.nic.in) and may be submitted provided a Demand Draft/Bankers Cheque of Rs. 2000/- is submitted alongwith the tender towards the cost of tender documents. Tender form shall be given at 50% of cost to SSI units of Rajasthan on production of attested copy of Registration by the Director of Industries Rajasthan or his Subordinate officers at all districts.

- i. Tender documents may be purchased at Room No. 204 IInd Floor, Gandhi Block Swasthya Bhawan, Tilak Marg, C-Scheme Jaipur - 302005 between 09.30 A.M. to 6.00 P.M. from **29.02.2012 to 30.03.2012 (up to 11.00 A.M.)** on all working days either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay.
- ii. Tenders will be opened in the presence of tenderer/authorized representatives who choose to attend on the specified date and time, at RHSDP Block, Swasthya Bhawan, Tilak Marg, C-Scheme Jaipur – 302005.
- iii. At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own

initiatives or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by amendment. All the prospective tenderers who have received the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extended the date and time for submission of tenders.

- iv. Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.
- v. *In case any document submitted by the bidder is found to be forged, false or fabricated, the bid will be rejected and EMD will be forfeited. Report with police station may also be filed against such bidder and bidder may also be blacklisted/banned/debarred an undertaking in this regard to be enclosed in the format as given at ANNEXURE-V.*

5. TECHNICAL BID – COVER “A”

5.1 The tenderer should furnish the following in a separate cover hereafter called **“Cover A”**.

- (x) Tender fees (in case of downloaded tender document).
- (y) Tenderers are allowed the option to quote for anyone item or more items as mentioned in tender (Annexure-XII) (list of surgicals proposed to be purchased). The amount of EMD will remain @ Rs. 20,000/- 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 quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs. EMD and security deposit will not be taken from Undertaking, Corporation of GoI & GoR. EMD will be taken at 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) subject to minimum of Rs. 50000/- and maximum of Rs. 1.25 lacs, from SSI unit of Rajasthan. 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 earnest money should not be less than the minimum level, else bid will be summarily rejected.

Earnest Money Deposit shall be in the form of Demand Draft drawn in favour of Managing Director, Rajasthan Medical Services Corporation Ltd, payable at Jaipur.

- (z) 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.
- (aa) The tenderer should furnish attested photocopy of the valid License for the product duly approved by the Competent authority for each and every product quoted as per specification in the tender. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted (with tender item codes marked against each item) in the respective product permission if any.
- (bb) Attested photocopy of the valid import license, if the product is imported. Documents related to import should be enclosed along with the documents related to quality certification etc.
- (cc) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the tenderer should sign the tender documents.

- (dd) If a bidder has participated and succeeded in tender & it wants its day to day activities, to be looked after through its local authorised representative, then it will have to submit an authority letter on which local representatives photograph, address & signatures will be submitted along with his I.D. proof to RMSC as per enclosed annexure-XI***
- (ee) Enclose documents that the products is being manufactured and sold for last three years and a market standing certificate from Chartered Accountant along with an undertaking by the firm that the products has market standing of three years. In the case of direct importer evidence for importing the said items for last 3 years. These may be bill of lading for last three years, certificate of analysis done at importing cargo point in India. Items quoted should be highlighted with code Number in the M.S.C. and bill of landing.
- (ff) Self undertaking is required to be given by the firm that the firm has not been convicted. (Annexure-X)
- (gg) In case of imported surgical items, copies of labels and product literature of all quoted products must be submitted.
- (hh) Duly attested photocopy of Manufacturing license/ Acknowledgement/ Memorandum/IEM/ Registration of SSI unit for the products duly approved by the licensing authority (Industrial Department/DIC/NSIC) for every product quoted in the tender. The license should be renewed up to date.***
- (ii) In case of imported Items Self attested photocopy of import license (Import-Export Code) & license for sales issued by concerning licensing authority, (if applicable) and authorization of foreign principal manufacturer.***
- (jj) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in Annexure-III certified by a practicing Chartered Accountant.***

- (kk) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by a practicing Chartered Accountant.
- (ll) VAT/Sales Tax Clearance certificate, as on 31.03.2011.
- (mm) 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.
- (nn) Undertaking (as in the Performa given in Annexure-II) for embossment of logo on packing of Surgicals as the case may be, and for supply of Surgicals in strips as per conditions specified at Clause 15 herein, notarized by the Notary Public.
- (oo) Undertaking that the manufacturer has not been blacklisted, the quoted product has not been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at Annexure-X.
- (pp) Details of technical personnel presently engaged in the manufacture and testing of Surgicals (Name, Qualification, and Experience) as enclosed in license.
- (qq) List of items quoted in duplicate (The name & code of the Items quoted alone should be furnished and the **rates of those items should not be indicated in this list**), as shown in the Annexure-VI.
- (rr) The tender documents should be signed by the tenderer on all pages with office seal.
- (ss) A Checklist (Annexure-VII) for the list documents enclosed with their page number. The documents should be serially arranged as per **Annexure-VII** and should be securely tied or bound.
- (tt) All photo copies submitted should be self attested and notarized.

5.2 The above documents should be sealed in a separate Cover Superscribed as **“TECHNICAL BID – COVER “A” – TENDER FOR**

THE SUPPLY CUM RATE CONTRACT OF SURGICALS (NON DRUG ITEMS) FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13 DUE ON 30.03.2012 AT 1.30 P.M. The Code No. of each item quoted should appear on the outer envelope which contain both technical and financial bid.

TO BE ADRESSED TO “THE MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD. GANDHI BLOCK SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR-302005

6. PRICE BID – COVER “B”

1. Cover “B” contains Price Bid of the Tenderer.
 - x. *Bid should be typewritten and no correction in the price bid in whatever manner will be accepted. Rates of each item should be quoted on a separate price schedule and the same should be kept and sealed in a separate envelop.*
 - xi. Each page of the price bid should be duly signed by the tenderer affixing the office seal.
 - xii. The tenderer shall fill in the rate in the Annexure-VIII (PRICE Schedule). Tender will be liable for outright rejection if any discounts/special offers are made in the bid.
 - xiii. The rate quoted in column 7 of Annexure-VIII should be for a unit and for the given specification. The tenderer is not permitted to change/alter specification or unit size given in the Annexure-XII.
 - xiv. The tenderer is required to furnish the break up of price, as per the format of price schedule.
 - xv. The bidder shall necessarily quote the excise duty or customs duty applicable, when the item is excisable or imported as the case may be.
 - xvi. The bidder shall specifically mention – “EXEMPTED” when the item is excisable but exempted for the time being , based on

turn over or for any other grounds by the notification issued by the Government of India.

- xvii. The bidder once quoted the excise rate is not permitted to change the rate / amount unless such change is supported by the notification issued by the Government or by the order of the court after submission of Tender.
- xviii. The bidder who has quoted excise “NIL” in PRICE Schedule and item is excisable, at the time of award of contract, will be eligible for payment only on production of invoices drawn as per central Excise Rules

6.(2). The tenderers shall submit duly signed PRICE Schedule in a sealed cover Superscribed as “PRICE BID- COVER “B” - TENDER FOR THE SUPPLY CUM RATE CONTRACT FOR SURGICALS (NON DRUG ITEMS) FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

The “Cover B” should also be addressed to “THE MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD”, “D” BLOCK SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005

6.(3). Two separately sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} shall be placed in a cover which shall be sealed and Superscribed as “ TENDER FOR THE SUPPLY CUM RATE CONTRACT OF SURGICALS (NON DRUG ITEMS) TO RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13 DUE ON 30.03.2012 At 1.30 P.M. The Code No. of each item quoted should appear on the outer envelope which contain both technical and financial bid. and addressed to the MANAGING DIRECTOR, RAJASTHAN MEDICAL SERVICES CORPORATION LTD, “D” BLOCK SWASTHYA BHAWAN, TILAK MARG, C-SCHEME JAIPUR - 302005

6.(4). If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day up to 1.30 P.M.

7. OPENING OF COVER “A” AND COVER “B” OF TENDER

- c) All the tenderers or their duly Authorized representative as stipulated in para 5.1(g) are entitled to be present at the date and time for opening of Technical Bid- Cover “A” of the tender submitted by them.
- d) The tender will be scrutinized by tender evaluation committee and inspection of manufacturing unit for compliance of quality parameters and capacity may be carried out by technical committee. Tenderes, who are found eligible on satisfying the criteria for technical evaluation/ inspection, will only be invited to be present at the date and time for opening of Price Bid – Cover “B” of the tender.

8. **EARNEST MONEY DEPOSIT**

i. 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 earnest money should not be less than the minimum level of Rs. 2.00 lacs.* However 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. The Earnest Money Deposit shall be paid in the form of Demand Draft, favouring Managing Director, Rajasthan Medical Services Corporation Ltd., payable at Jaipur. This should be enclosed with the tender in Cover”A”. **Earnest Money Deposit in any other form will not be accepted.**

The tenders submitted without prescribed EMD will be summarily rejected. The EMD will be forfeited, if the tenderer

withdraws its tender during tender validity period or in the case of a successful tenderer, if the tenderer fails within specified time to sign the contract agreement or fails to furnish the security deposit.

9. OTHER CONDITIONS

5. The orders will be placed by the Managing Director or authorized officer of Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
 6. The details of the required Surgicals are shown in Annexure- XII. The quantity mentioned is only the tentative/indicative 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.
 7. The strength/size of each product should be as per details given in Annexure- XII. Any variation, if found, will result in the rejection of the tender. Imported product shall be allowed in brand names.
 8. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax/VAT/CST) should be quoted for each of the required items etc., separately on door delivery basis according to the unit ordered. Tender for the supply cum rate contract of Surgicals with conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers. No quantity or cash discount should be offered.
5. (i) *To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified tenderers.*
- (ii) *Orders will be placed periodically based on the stock positions only. Orders will be placed with L1 firms. However in case of any exigency 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 (cover B) the lowest offer of the Tenderer is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of Surgicals for which the tender has been invited.*
- (iv) The tenderer who has been declared as L-1 supplier for certain item or items of Surgicals shall execute necessary agreement for the supply of the tendered quantity of such Surgicals as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such tenderer is eligible for the placement of purchase orders.*
- (v) RMSC will inform the L1 rate to the tenderers who had qualified for Price Bid (Cover B) opening, inviting their consent to match with the L-1 rate for the item of the Surgicals quoted by them and the tenderers who agree to match L1 rate, will be considered as Matched L1.*
- (vi) The tenderer, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).*
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of the order, failing which the supplier is estopped from disputing the imposition of liquidated damages, fine for the delayed supply.*

- (Viii) If the L1 supplier has failed to supply /intimated RMSC about his inability/delay in supply as per the purchase order, the required Surgicals within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L1 tenderer for purchase of the Surgicals, provided such matched L1 tenderers shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such tenderer is eligible for the placement of purchase orders for the item or items of Surgical quoted by them.*
- (ix) Subject to para (vii) above, while RMSC has chosen to place purchase orders with Matched L1 supplier and there are more than one such matched L1 supplier, then the purchase orders for the requirement of Surgicals will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.*
- (x) The matched L1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate tenderer will apply mutatis mutandis to the matched L1 supplier.*
- (xi) If the supplier fails to supply the Surgicals for the three purchase orders, at any point of time, either fully or partly, within the stipulated time, RMSC is at liberty to place purchase orders with other tenderers (in ascending order, viz, L2,L3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify RMSC, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RMSC and the RMSC is*

entitled to recover the difference in cost from the amount due/payable to the supplier.

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

6. The rates quoted and accepted will be binding on the tenderer during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained till the completion of this tender period.
7. No tenderer shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
8. Supplies should be made directly by the bidder and not through any other agency.
9. The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority or of the Govt. of Rajasthan. The Tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the

manufacture of the items quoted. If a Company/Firm does not allow for any such inspection their tenders will be rejected.

10. **PRODUCTION OF SAMPLES**

The tenderer who have qualified in technical evaluation of Cover “A”, shall furnish samples of all such items, tendered which are not covered under Drugs and Cosmetics Act, free of cost. The items submitted as samples should be of the same specification for which the tender has been quoted. The supplies should confirm to the approved samples.

- a) The type and nature of test for clinical evaluation is the prerogative of the Tender Inviting Authority.
- b) The samples of items described in the tender other than drugs should be submitted and the rate quoted as per clause 6 shall be for the samples furnished.
- c) The samples submitted should be tagged individually with a label in the format given below. The particulars on the tag should be furnished in indelible ink securely fastened to the sample. In case of sterile items the label should be fastened in a manner such that sterility will not be lost.

MODEL LABEL

<u>RMSCL TENDER 2012-13</u>	
Code No	: S 55
Name	: Cartridges to linear
No. of Unit submitted	: 3
Name of the Tenderer	: xxx Pvt.Ltd.
Date	:

- d) The sample shall be submitted on the date and time prescribed by Tender Inviting Authority. The date & time for individual tenderer for submission of sample will be fixed by Tender Inviting Authority and this should be strictly adhered to, to avert last minute rush and confusion. There will be “No deviation” from this under any circumstances.

- e) The tenderer should submit, along with the samples, the list of sample items in the given Format in Annexure-VI duly signed triplicate.

11. **ACCEPTANCE OF TENDER**

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

12. **SECURITY DEPOSIT**

The Successful tenderers shall be required to pay Security Deposit 5% of the Contract value. However Security deposit will not be taken

from GoI & GoR undertaking, corporation of. The SSI Units of Rajasthan shall be required to pay Security Deposit @ 1% of the contract value.

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority in the form of Bank Guarantee issued by any scheduled bank (the validity of bank guarantee should be for a period of *sixteen months* from the date of signing of contract) or Bank Draft in favour of the **Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Tender inviting authority** before releasing the purchase order by the ordering authority.

13. **AGREEMENT**

- d) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the tenderer) within *10 days* from the date of the intimation by the Tender Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd**. The Specimen form of agreement is available at **Annexure-IV**.
- e) The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- f) *All notices or communication relating to any dispute arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at the premises, places of business or abode.*

14. **SUPPLY CONDITIONS**

- 11. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority. Surgicals will be supplied at 33 Districts Head Quarters of Rajasthan (CM&HO and Medical Collages, Store).

12. 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. The supplied Surgicals.

13. The tenderer must submit its Test/Analysis report or a certificate for conformance to applicable standards for every batch of surgical items along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of Surgicals will be returned back to the suppliers and he is bound to replenish the same with test report.

The Surgicals supplied by the successful tenderer shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the tender documents.

14. If supplies are not fully completed in 45 days from the date of the Purchase Order, (sixty days for surgical requiring sterility test/imported items) the provisions of liquidated damages of Tender 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.

15. If the supplier fails to execute atleast 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of Surgicals for a period of one year immediately succeeding year in which supplier has been placed with the Purchase order.

16. If the tenderer fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of Surgicals for which the Purchase

orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/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.

17. 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 tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like Banning/blacklisting/disqualification from participating in present and future tenders of Tender Inviting Authority/ordering authority.
18. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
19. If at any time the tenderer has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the tenderer within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.
20. 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 Tenderer Inviting Authority.

15. **LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in Annexure-II. The name of the Surgicals shall be mentioned in Hindi and English. Apart from this “**For Govt. of Rajasthan – Not for Sale fu%’kqYd forj.k gsrq] QC – Passed**” along with logo of RMSCL will be *printed on foil or wrapper should be legible*. The storage directions should be clear legible and preferably with yellow highlighted black ground.

5. Tenders for the supply for Surgicals shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram printed as per the design enclosed as per Annexure-II.
6. All Surgicals have to be supplied in standard packing with printed logogram and shall also conform to BIS or other applicable standards.
7. Failure to supply Surgicals with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills payable as per conditions in Clause 19.2 Tenderers who are not willing to agree to conditions above will be summarily rejected.
8. In case of imported items affixing rubber stamp on the originals label is allowed with indelible ink on inner most and outer packing.

16. **PACKING**

8. The Surgicals shall be supplied in the package and the package shall carry the logogram specified in Annexure-II.
9. The packing in each carton shall be strictly as per the specification mentioned in Annexure-II. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

10. It should be ensured that only first hand fresh packaging material is used for packing.
11. All packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/BIS Act.
12. Packing should be able to prevent damages or deterioration during transit.
13. In the event of items of Surgicals 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 Surgicals for which the purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 14.6 and 17.2 & 18

14. Bar coding is required on the smallest packing box and outer packing of a Item.

17. **QUALITY TESTING**

6. Sampling of supplies from each batch may be done at the point of supply or distribution/storage points for testing. (The samples may be sent to different empanelled laboratories for testing by the ordering authority after coding). *The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing & handling Charges.*
7. The Surgicals shall maintain the quality within the permissible level throughout the shelf life period of the surgicals. 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 found to be of

unacceptable/defective/contented/harmful or mis-branded, such batch/batches will be deemed to be rejected goods.

8. In the event of the samples of the Surgicals 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 Surgicals for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 20.

9. *The supplier shall furnish to the purchaser the evidence of any requisite data for surgical when asked for. If there is any problem in the field the production record for the particular batch shall also be supplied when demanded.*

18. **PAYMENT PROVISIONS**

1. *No advance payment towards costs of Surgicals will be made to the tenderer.*
2. *On receipt of the invoices, consignee receipt and analytical report regarding quality, the payment would be made in 30 days.*
3. *The incharge of district drug ware house will be required to send to head office of RMSC, receipts of surgicals received from different suppliers, in the format as prescribed. (Annexure IX) or through e-Aushedhi software under menu of supplier performance report.*
4. *Preferably against a Purchase order for a item, there should be single/consolidated invoice. All bills/ Invoices should be raised in duplicate one copy their of should be reached at respective consignee and other should reach at Head Office, Jaipur and in the case of excisable Surgicals, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated.*
5. *Payments for supply will be considered only after supply of 70% of items of 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 tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.*
7. (a) *In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Surgicals approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of essential Surgicals, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of excise duty of essential Surgicals will be deducted without any change in the basic price of the price structure of the Surgicals approved under the tender.*
(b) In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.
8. (i) *If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he*

shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.

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

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

(a) Delay upto one fourth period of the prescribed delivery period; 2.5%

(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%

(d) Delay exceeding three fourth of the prescribed delivery period. 10%

Note: Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.

9. *If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, ears, fire, storm, earthquake 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.*

19. DEDUCTION IN PAYMENTS:

3. If the supply is received in damaged conditions it shall not be accepted.

4. All the tenderer are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.6.

20. QUALITY CONTROL DEDUCTION&OTHER PENALTIES:

- 12.If the successful tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender, shall stand forfeited by the Tender Inviting Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting/banning/debarring *the supplier for a period of one year.*
- 13.If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD SURGICALS IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD Surgicals 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 Surgicals rejected till such destruction.

14. The supplier will not be entitled to any payment whatsoever for Items of Surgicals 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 from any amount payable to the tenderer. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
15. For supply of Surgicals of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including blacklisting.
16. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied Surgicals shall be final and binding.
17. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
18. 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.
19. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future tenders.
20. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 14.6, Clause 16.6 & Clause 17.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in

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

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

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

21. ***FALL CLAUSE:-***

The prices charged for the Store supplies under the contract by successful Tenderer shall in no event exceed the lowest price at which the successful Tenderer sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the M.D., RMSC, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

22. **SAVING CLAUSE**

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

(ii) In case of Exigency, Purchase committee of RMSC may relax any condition of the tender.

23. **JURISDICTION**

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

