Ref. No.: F.02(21)/RMSCL/PROCURMENT/DRUG/NIT-4/2012

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)
Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-2228066, 2228064, E-mail: rmsc@nic.in

E-TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

FOR THE YEAR 2012-13

LAST DATE OF SUBMISSION OF ONLINE BIDS 30-07-2012

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

F.02(21)/RMSCL/PROCURMENT/DRUG/NIT-4/2012/ 1670 Date:25.06.2012

Notice Inviting Tender

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

Date and time for downloading tender document	Last date and time for downloading tender document	Date & Time of Pre Bid Conference	Last date and time of submission of online bids	Date and time of opening of online bids
29.06.2012 from 11.00 AM.	29.07.2012 at 6.00 PM.	06.07.2012 at 11.00AM (RHSDP Meeting Hall)	30.07.2012 at 1.00 PM	30.07.2012 at 2.00 PM

The tender document can be downloaded from website http://eproc.rajasthan.gov.in. Tender document (T&C, list of drug items) can also be seen in NIT exhibited on website www.dipronline.org, www.rmsc.nic.in . Tenders are to be submitted online in electronic format on website http://eproc.rajasthan.gov.in.

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

Executive Director (Proc)

E-TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES FOR RAJASTHAN MEDICAL SERVICES CORORATION LTD. FOR THE YEAR 2012-13

TENDER REFERNCE	**:**	**F.02(21)/RMSCL/PROCURMENT/DRUG/NIT-4/2012**
Pre- bid conference	**:**	**6.07.2012 at 11.00 A.M. (RHSDP meeting Hall, Directed of Medical & Health, Rajasthan, Jaipur)**
Last date and time of submission of online bids	**:**	**30-07-2012 upto 1.00 P.M.**
COST OF THE TENDER DOCUMENT	**:**	**Rs. 2000/-**
FOR SSI UNIT OF RAJASTHAN	**:**	**Rs. 1000/-**
RISL Processing Fees	**:**	**Rs. 1000/-**

E-TENDER FOR SUPPLY OF DRUGS & MEDICINES FOR RAJASTHAN MEDICAL SERVICES CORPORATION LTD. FOR THE YEAR 2012-13

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

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

(a) E-Tenders [in two separate bid (Technical bid & Price Bid) will be received till 30-07-2012 upto 1.00 P.M. by the Rajasthan Medical Services Corporation Ltd, for the supply of Drugs and Medicines for the year 2012-13.

(b) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days. The tenderer may refuse extension of bid validity without forfeiting the Earnest Money deposit.

(c) The e-tenders will be received on web-portal of e-procurement of GoR. Every tenderer will be required to submit tender fees of Rs. 2000/-(for SSI Unit of Rajasthan Tender Fees Rs. 1000/-) in the form of demand draft/bankers cheque drawn in favor of MD, Rajasthan Medical Services Corporation Limited. Every bidder will also be required to submit a demand draft of Rs. 1000/- in

favor of MD, RISL separately towards processing charges. Every bidder will be required to submit these two demand drafts/bankers cheques physically in the office of **RMSCL by 12.00 PM** on 30.07.2012. Bids will be opened only after ensuring receipt of tender fees along with processing fees. In the absence of tender fees and processing fees the tenders will be rejected and will not be opened.

(d) Every bidder will be required to submit necessary EMD in the form of demand draft/bankers cheque by 12.00 PM on 30.07.2012 physically in the office of RMSCL. Bids will not be opened in case the required EMD is not submitted by stipulated time and date.

2. **ELIGIBILITY CRITERIA**

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

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

(c) (i) Tenderer should atleast have 3 years Market Standing as a manufacturer/importer for each drug quoted in the tender.

(ii)Tenderer should have permission to manufacture the item/drug quoted as per specification given in the tender from the competent authority. Product permission of brands shall be accepted in the tender submitted but the tenderer has to submit the product permission in generic names at the time of signing of the agreement. The imported products will be accepted in generic/brand names.

(d) 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.

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

(f) If any product/products of a company/firm have been declared as not of standard quality, as per Drugs & Cosmetics Act during last 2 years anywhere, such concern/company/firm shall not be eligible to participate in tender for such product/products. If any company/firm is found to have any such product quoted in the tender, the product shall be blacklisted for 2 years and a penalty equivalent to EMD shall also be levied. In such situation, the bid will be considered further only if the amount of penalty is deposited before the completion of technical evaluation.

(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 shall also not be eligible to participate in the tender.

3. PURCHASE PREFERENCE

i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in tendering process and match L-1 price.

ii. **EMD/ Security deposit** - Earnest money will be deposited @ Rs. 20,000/- per item of drug 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 number matching 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 of drug & 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 copy duly attested by gazetted officer of the registration of SSI units issued by the Director of Industries in respect of

the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-I under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (Annexure-I)

Every tenderer will be required to submit physically, the necessary EMD by 12.00 PM on 30.07.2012 in the form of demand draft/bankers cheque drawn in favor of MD, RMSCL.

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

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

IV. VAT on drugs and medicines is exempt in Rajasthan. RMSCL will issue necessary exemption certificate.

V. RMSC will also issue "C-certificate". Therefore concessional CST should be charged.

4. GENERAL CONDITIONS

i. At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by amendment. In order to provide reasonable time

to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extended the date and time for submission of tenders.

ii. Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.

5. <u>TECHNICAL BID</u>

The tenderer should furnish the following in technical bid :-

(a) Tenderers are allowed the option to quote for anyone item or more items as mentioned in tender (list of medicines proposed to be purchased at Annexure-XI). The amount of EMD will remain @ Rs. 20,000/- per item of drug quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs.

(b) Earnest Money Deposit shall be in the form of demand draft drawn in favour of Managing Director, Rajasthan Medical Services Corporation Ltd, payable at Jaipur and to be deposited physically in the office of RMSCL by 12.00 PM on 30.07.2012.

(c) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.

(d) The tenderer should furnish attested copy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed/valid up to date and the items quoted shall be clearly highlighted in the license.

(e) Attested photocopy of the valid import license in Form 10 with Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported. The license must have been renewed/valid up to date. A copy of a valid license for the sale of Drugs imported by the firms issued by the licensing authority shall be enclosed.

(f) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed.

(g) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.

(h) Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted, for last 3 years (Certificate should be enclosed with list of items) should be enclosed. In the case of direct importer evidence for importing the said items for last 3 years should be enclosed. The market standing certificate for last three years for a particular product will be required for each strength of the products. Items quoted should be highlighted in the market standing certificate. In the case of direct importer, evidence for importing the quoted item for last three years will be produced. These may be bill of lading, bill of entry for last three years, and certificate of analysis done at importing cargo point in India.

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

(j) Good manufacturing practices Certificate (GMP) as per revised Schedule –'M' (for manufacturer only), or WHO-GMP Certificate issued by the Licensing Authority. The GMP certificate must not be older than one year from the due date of

tender submission in the case where validity is not mentioned in the certificate. The tenderer shall also furnish a notarized affidavit in the format given in Annexure-VI declaring that the tenderer complies the requirements of GMP (as per revised Schedule-'M'). The Importer should produce WHO- GMP /COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US-FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted.

(k) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in Annexure-III certified by the practicing Chartered Accountant. If the bidder wants that the turnover for the year 2011-12 be considered for the purpose of eligibility then an audited accounts be submitted.

(l) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by the practicing Chartered Accountant. If the bidder wants that the turnover for the year 2011-12, be considered for the purpose of eligibility then an audited accounts for the year 2011-12 be submitted.

(m) VAT/Sales Tax Clearance certificate (copies of challans), as on 31.03.2012.

(n) 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.

(o) Undertaking (as in the proforma given in Annexure-II) for embossment of logo on strip of tablets and capsules, on labels of vials, Ampules and bottles and on the body of tubes etc. as

the case may be, and for supply of tablets/capsules in strips as per conditions specified at Clause 14 herein, notarized by the Notary Public.

(p) Undertaking that the manufacturer has not been blacklisted, the quoted product has not been declared not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at Annexure-X.

(q) Details of technical personnel employed in the manufacture and testing of drugs (Employee Name, Qualification, and Experience) as enclosed in license.

(r) List of items quoted in duplicate (The name & Drug code of the Items quoted alone should be furnished and the **rates of those items should not be indicated in this list**), as shown in the Annexure-VII.

(s) A Checklist (Annexure-VIII) for the list documents enclosed with their page number. The documents should be serially arranged as per Annexure-VIII. Every bidder will also required to submit a detail of product permission and market standing for each product quoted, in Annexure- IX

(t) If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one tender for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same tender. But a bidder will be allowed to submit only one offer for one product.

(u) All copies submitted should be attested and notarized.

6.PRICE BID – The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ).

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

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

8. **EARNEST MONEY DEPOSIT**

i. The Earnest Money Deposit shall be @ **Rs. 20,000/- for each item of drug quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs.** EMD will not be taken from undertakings, corporation of GoI & GoR. EMD will be taken @ Rs. 5,000/- per item of drug quoted 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 number matching the earnest money deposited. However without minimum earnest money the offer will not be considered at all**.** The Earnest Money Deposit shall be paid in the form of Demand Draft, favouring Managing Director, Rajasthan Medical Services Corporation Ltd., payable at Jaipur. This should be submitted by 12.00 PM on 30.07.2012. Any EMD submitted after the stipulated time and date will not be considered and in such situation tender will not be considered. **Earnest Money Deposit in any other form will not be accepted.**

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

1. The orders will be placed by the Managing Director, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
2. The details of the required drugs, medicines, etc., are shown in Annexure-XI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.
3. Tender has been called for in the **generic names of drugs**. The tenderers should quote the rates for the generic products. Imported products shall be allowed in brand/generic names. The composition and strength of each product should be as per details given in Annexure-XI. Any variation, if found, will result in the rejection of the tender.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales tax) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered. Tender for the supply of drugs, medicines, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers. No quantity or cash discount should be offered.

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

(ii) Orders will be placed periodically based on the stock positions only. Orders will be placed with L1 firms. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L1 rates.

(iii) After the conclusion of Price Bid opening, the lowest offer of the Tenderer is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of drugs/medicines for which the tender has been invited.

(iv) The tenderer who has been declared as L-1 supplier for certain item or items of drugs/medicines shall execute necessary agreement for the supply of the tendered quantity of such drugs/medicines as specified in the tender document on depositing the required amount performance security and on execution of the agreement, such tenderer is eligible for the placement of purchaser orders.

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

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

(vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of the order, failing which the supplier is estopped from disputing the imposition of liquidated damages, fine for the delayed supply.

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

(ix) Subject to para (vii) above, while RMSC has chosen to place purchased orders with Matched L1 supplier and there are more than one such matched L1 supplier, then the purchase orders for the requirement of Drugs/Medicines will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.

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

tenderer will apply mutatis mutandis to the matched L1 supplier.

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

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

6. The rates quoted and accepted will be binding on the tenderer during validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained till the completion of this tender period.
7. No tenderer shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical

error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

8. The drug formulation like injection, oral drugs and tablets, rates should be quoted only for the composition stated in the tender.
9. Supplies should be made directly by the bidder and not through any other agency.
10. The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority and or of the Govt. of Rajasthan. The Tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its tenders will be rejected.

10. ACCEPTANCE OF TENDER

1. The tender evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the tender with reference to various criteria.
2. Tender Inviting Authority reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for in a tender without assigning any reason.
3. Tender Inviting Authority, or his authorized representative (s) has the right to inspect the factories of tenderers, before, accepting the rate quoted by them or before releasing any

purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.

4. The acceptance of the tenders will be communicated to the successful tenderers in writing by the tender inviting authority. Immediately after receipt of acceptance letter, the successful tenderer will be required to deposit security deposit and agreement but not later than 10 days.
5. The rates of the successful tenderers would be valid for one year as Annual rate contract and extendable by 3 months with mutual consent.

11. **SECURITY DEPOSIT**

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

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority in the form of Bank Guarantee/demand draft/bankers cheque issued by an scheduled bank (the validity of bank guarantee should be for a period of fifteen months from the date of signing of contract) in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Tender inviting authority before releasing the purchase order by the ordering authority. In case L-2, L-3 and so on, bidders who have agreed to match L-1 price, then the EMD of L-2, L-3

and so on bidders will be converted into security deposit. In case of inability of L-1 bidder to supply the required quantity of drugs, in that case the L-2 and L-3 supplier (as the case may be) will be asked to supply the drugs. At the time of placing of order these matched suppliers will be asked to deposit amount of balance security.

12. **AGREEMENT**

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

b) The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part there of to any person or persons whatsoever.

c) All notices or communication relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at the premises, places of business or abode.

13. **SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority. Drugs and Medicines will be supplied at 33 Districts Head Quarters of Rajasthan(CM&HO & Medical Colleges Store).

2. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the purchase order. The labeled shelf life of drugs supplied should be not less than 30 months, except those drugs for which lesser shelf life is specified in Scheduled-P of Drugs and Cosmetics Act. However, the shelf life of antibiotics, vitamins and steroids may be 24 months. The remaining shelf life of the drugs at the time of delivery should not be less than ¾ of the labeled shelf life. Shelf life of certain APIs (raw materials) specified in scheduled P is less than 30 months; in such cases, the shelf life of the formulations manufactured using such APIs may be 6 months less than the shelf life of its API, as specified in Schedule P, for which the supplier is required to seek permission from MD, RMSC before the supply of goods. For any other drug, RMSC reserves the right to examine the matter on case to case basis, and to decide the same on merit. For any deviation in the shelf-life as stipulated above, the supplier shall be responsible and shall be liable for any action against it in the form of non-acceptance of goods or imposition of penalty and/or replacement of expired stocks with fresh stocks, etc.
3. The tenderer must submit its Test/ Analysis Report for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs will be returned back to the supplier and he is bound to replenish the same with approved laboratory test report.
4. The Drugs and medicines supplied by the successful tenderer shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the tender documents.

5. If supplies are not fully completed in 45 days from the date of the Purchase Order (60 days for drugs of the category of serum, vaccine, enzymes, blood grouping reagents, biological products, powder for injections and imported drugs), the provisions of liquidated damages of Tender conditions will come into force. The Supplier should supply the drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.

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

7. If the tenderer fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Tender inviting authority has

every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.

8. The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like blacklisting/disqualification from participating in present and future tenders of Tender Inviting Authority/ordering authority.
9. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
10. If at any time the 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.
11. 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.

14. **LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in Annexure-II. The name of the drug shall be mentioned in Hindi and English and should be legible and be printed more prominently. **A uniform colour theme and artwork will be necessary.** Apart from this "F**or Govt. of Rajasthan – Not for Sale** निःशुल्क वितरण हेतु, **QC – Passed" printed on foil or wrapper should be legible** alongwith logo of RMSCL will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Tenders for the supply for Drugs and medicines etc., shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram printed on the strips of tablets and capsules and labels of bottles, ampoules and vials etc., as per the design enclosed as per Annexure-II
2. All tablets and capsules have to be supplied in standard packing in aluminum strip or blisters with aluminium foil back with printed logogram and shall also conform to schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
3. Labels of Vials, Ampoules and Bottles containing the items tendered for should also carry the logogram.
4. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement and liquidated damages

will be deducted from bills payable as per conditions in Clause 18.2

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

5. In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packings.

15. **PACKING**

1. The drugs and medicines shall be supplied in the package specified in Annexure-IV and the package shall carry the logogram specified in Annexure-II. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other paediatric oral liquid preparations.
2. The packing in each carton shall be strictly as per the specification mentioned in Annexure-IV. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
3. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
4. It should be ensured that only first hand fresh packaging material of uniform size including bottle and vial is used for packing.
5. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.
6. Packing should be able to prevent damages or deterioration during transit.

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

16. **QUALITY TESTING**

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing and handling charges.
2. The Drugs shall have the active ingredients within the permissible level throughout the shelf life period of the drug. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods.
3. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make

alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.

4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence for certain critical drugs when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
5. For imported drugs respective countries pharmacopeial standards shall be acceptable (even if the product is official in IP)

17. **PAYMENT PROVISIONS**

1. No advance payment towards costs of drugs, medicines etc., will be made to the tenderer.
2. On receipt of the invoices, consignee receipt and RMSC analytical report regarding quality, the payment would be made in 30 days.
3. The incharge of district drug ware house will be required to send to head office of RMSC, receipts of drugs received from different suppliers.
4. All bills/ Invoices should be raised in triplicate and in the case of excisable Drugs and Medicines, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated.

5. Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order 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 Drugs approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately.

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

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

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

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

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

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

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

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

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

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

9. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, ears, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser surely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

18. **DEDUCTION IN PAYMENTS:**

1. If the supply is received in damaged conditions it shall not be accepted.
2. All the tenderer are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.15.7.

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

1. If the successful tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his

contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender, shall stand forfeited by the Tender Inviting Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting the supplier for a period of one year.

2. If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS IF THE SUPPLIER does not take back the gods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD drugs within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the drugs rejected till such destruction.
3. The supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the tenderer. On the basis of nature of failure, the product/supplier will be moved for Black Listing.
4. For supply of drugs of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product

shall be sent to the committee for appropriate action including blacklisting.

5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future tenders.
9. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.7, Clause 15.7 and in Clause 16.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such

amount being insufficient, the balance will be recovered personally from the supplier.

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

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

20. **SAVING CLAUSE**

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

21. **JURISDICTION**

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

ANNEXURE-I
Clause No.3 (ii)

Format of Affidavit

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

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

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

(i)

(ii)

(iii)

(iv)

(v)

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

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

Place…….

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

VERIFICATION

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

DEPONENT

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

DECLARATION

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

Signature of the Tenderer

Name in capital letters with Designation

Attested by Notary Public

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

DESIGNS FOR LOGORAMS

INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the lable bearing the words **"Rajasthan Govt. Supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed"** overprinted and the following logogram in **red colour** which will distinguish from the normal trade packing. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

The vials should be supplied with aluminum seals containing the following logogram in **red colour**.

LIQUIDS

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

The top of the cap and the label to be affixed on the containers should bear a district colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words **"Rajasthan Govt. Supply- Not for Sale निःशुल्क वितरण हेतु, QC – Passed"** and the logogram in **red colour**. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

OINTMENTS

Ointments should be supplied in tubes bearing the following logograms and the words **"Rajasthan Govt. supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed"** overprinted in **red colour**. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

(Name of Drugs etc.)

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

Net. Weight:……..Kg

Manufactured by/Assembled by

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

ANNUAL TURN OVER STATEMENT

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

SI.NO.	Years		Turnover in Lakhs(Rs)
1.	2008-09	-	
2.	2009-10	-	
3.	2010-11	-	
		Total -	Rs._____Lakhs
Average turnover per annual		-	Rs._____Lakhs

Date:

Seal:

Siganture of Auditor/
Chartered Accountant
(Name in Capital)

ANNEXURE-IV
Ref. Clause No. 15.1

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS

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

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

3) **Every corrugated box should preferably of single joint and not more than two joints.**

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

5) **The flaps should uniform meet but should not over lap each other. The flap when turned by 45-60 should not crack.**

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

CARRY STRAP:

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

LABEL:

8) **Every corrugated box should carry a large outer label clearly indicating that the product is for "Rajasthan Govt. Supply-Not for Sale". (as per Annexure-I)**

9) **The Product label on the cartoon should be large atleast 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box. (as per Annexure-I)**

OTHERS:

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

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

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

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

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

IV. SPECIFICATION MFOR IV FLUIDS

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

V. SPECIFICATION FOR LIQUID ORALS

1. **100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply.**

   50 bottles of 100 ml – 120 ml may be packed in a similar manner in a single corrugated box.
2. **If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.**

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

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

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

VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)

1. **Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 Kgs.**
2. **In the case of 10 ml Ampoules or 50 ampouls may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.**
3. **If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad.**
4. **In case of ampouls every grey board box should carry 5 amps alongwith Cutters placed in a polythene bag.**
5. **Vials of eye and ear drops should be packed in a individual cartoon with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.**

VIII. SPECIFICATION FOR ORS

1. **The sachets should be of Aluminium Foil laminated with glassing or heat sealable plastic film, Outer paper may contain label information.**
2. **50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.**

IX. LYSOL

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

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

AGREEMENT

This Deed of Agreement is made on this _____day of _____2012 by M/s._____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____and its Factory Premises at _____

(hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Executive Director (P) having is office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

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

1. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to tender floated for the supply of Drugs and Medicines for Rajasthan Medical Services Corporation Ltd for the year 2012-2013, the instruction to tenderers, the conditions of tenderer, acceptance of tender, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the supply by the Supplier to the Purchaser of the Drug and Medicines specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.

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

(c) The Tender quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the Drugs and Medicines on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

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

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

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

NOTICE ETC, IN WRITING

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

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

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

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

BANKRUPTCY OF THE SUPPLIER

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

SERVING OF NOTICE ON SUPPLIER

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

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

8. In case of Dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrator one each to be appointed by the purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrator so appointed by the Parties and shall act as presiding arbitrator.

SUPPLIER

EXECUTIVE DIRECTOR (P),
RAJASTHAN MEDICALSERVICES
CORPORATION LTD.

Witness

Witness

1.

2.

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

I/We M/s._____ represented by its Proprietor/Managing Partner/Managing Director having its Registered Office at _____ and its Factory Premises at_____ do declare that I/We have carefully read all the conditions of tender in Ref.no. F.02(21)/RMSCL/PROCURMENT/DRUG/NIT-4/2012 dt 25-06-2012 for supply of Drugs and Medicines for Rajasthan Medical Services Corporation Ltd for the year 2012-13 and accepts all conditions of Tender, including amendments if any.

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

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

Signature :
Name & Address :

Seal
To be attested by the Notary

ANNEXURE – VII
Ref. Clause No. 5 (r)

List of Items quoted

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

2. Drug Licence No. in form 25 & 28 or import Licence No. :

3. Date of issue & validity :

4. Revised schedule M compliance Certificate obtained on :

5. Non- conviction Certificate Obtained on :

6. Market standing Certificate Obtained on :

7. Details of Endorsement for all products quoted :

SI.No.	Drug Code	Drug Name	Specification IP/BP/USP	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name
1.					

Authorised signatory:

Date:

ANNEXURE – VIII
Ref. Clause No. 5 (s)

COVER – A

	PAGE NO:					
1. Checklist – Annexure VIII		Yes		No		
2. EMD in the form of DD/B.C. SSI certificate for exemption		Yes		No		
3. Documentary evidence for the constitution of the company / concern		Yes		No		
4. Duly attested copy of manufacturing License and its renewal/ validity certificate		Yes		No		
5. Duly attested copy of Product Permissions by the Licensing Authority for each and every product quoted		Yes		No		
6. Duly attested copy of Import License, if imported.		Yes		No		
7. Duly attested copy of Sale License, in the case of imported drugs.		Yes		No		
8. The instruments such as power of attorney, resolution of board etc.		Yes		No		
9. Authorization letter nominating as responsible person of the tenderer to transact the business with Tender inviting Authority		Yes		No		
10. Market Standing Certificate issued by the licensing Authority		Yes		No		
11. Copy of record of import to establish 3 years market standing.		Yes		No		
12.Non Conviction Certificate issued by the Drugs Controller		Yes		No		

13. Good Manufacturing Practices Certificate		Yes		No		
14. Annual Turnover Statement for 3 Years (Annexure-III)		Yes		No		
15. Copies of balance sheet & profit loss account for three years		Yes		No		
16. Sales Tax clearance certificate		Yes		No		
17. Annexure – II (Undertaking for embossment of logo)		Yes		No		
18. Affidavit as per Clause 5(j) (Annexure – VI)		Yes		No		
19. List of items quoted without rates. (Annexure-VII)		Yes		No		
20. Excise Registration Certificate		Yes		No		
21. Declaration and Undertaking (Annexure –X)		Yes		No		
22. Details of product permission and market standing (Annexure- IX)		Yes		No		

Check list of details regarding products quoted

Annexure – IX
Clause 5 (s)

Product permission as per condition no. 5 (d) and Market Standing as per condition 5 (h)									
Sr. No.	Quoted Item / Code no.	Product permission enclosed on page no.	Date of product permission / Approval	Product permission of formulation Generic / Branded	Specification as per Code no. Yes/ No	As per MSC product Mfg & Mkd since last 3 years		Attested	Remarks
						Page No.	Yes/ No		
1									
2									
3									
4									
5									
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11									
12									

Annexure – X
Clause 5 (p)

Declaration & Undertaking

(On Non-Judicial Stamp Paper of Rs 500/- Attested by Notary Public)

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

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

S.No.	Category (Tab/Cap/Liquid/Oral/ Injectable/ ointments (tubes) etc.)	Spare manufacturing capacity for RMSC

4. That our Firm/Company does not stand blacklisted or banned by any State or Central Government or by its drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.
5. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license.
6. That we have been granted product permission by the State Licensing Authority for manufacture of quoted products as per the details given below:-

S.No.	Code No.	Name of the Product	Product Permission Number and date of issue	Issuing Licensing Authority

7. That the quoted products are being manufactured and marketed by us since last three years.
8. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of drugs and our unit have been issued G.M.P.* Certificate as per schedule M by State Licensing Authority vide letter No…….dated…….valid upto……..
9. That we hereby confirm that we have deposited all the VAT/Sale Tex as on……..With the department No VAT/CST is due on M/s……as on……..

(Name of Deponent & Signature)

Verification

I……..S/o……(Designation)…….

Affirm on oath that the contents/information from para 1 to 9 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the tender for which I shall be solely responsible and the firm may be banned/black listed / prosecuted for the same

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

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

Annexure – XI

Clause 5 (a)

List of Medicines

S.N.	Code No.	Name of item with specification	Packing Unit	Estimated Tender Qty.(No. of tabs, Caps, ampoules, bottles, tubes, etc.)
1.	3	Bupivacaine Injection IP 0.25%	20 ml Vial	54500
2.	4	Bupivacaine Injection IP 0.5%	20 ml Vial	160000
3.	6	Halothane BP	250 ml in Amber coloured bottle	10000
4.	9	Lignocaine Gel IP 5%	10 gm Tube	155000
5.	10	Lignocaine and Adrenaline Inj. IP Each ml. Contains :-Lignocaine Hydrochloride IP 20 mg. Adrenaline IP 0.01 mg	30 ml Vial	194200
6.	11	Lignocaine and Dextrose injection IP Each ml contains Lignocaine 50 mg and Dextrose (monohydrate) 75 mg	2 ml Amp 25 ampoules	1,50,000
7.	13	Lignocaine Injection. IP 2%	30 ml Vial	183400
8.	15	Thiopentone Injection IP 0.5 g	Vial	111400
9.	24	Ibuprofen Tablets IP 400 mg (Coated)	10x10 Tab Blister	3,50,00,000
10.	25	Morphine Sulphate Injection IP 10mg/ml	1 ml Amp 10 ampoules	46,000
11.	30	Pentazocine Injection IP 30mg/ml (IM/IV use)	1 ml Amp 25 ampoules	662300
12.	31	Pethidine Hydrochloride Injection IP 50mg/ml (IM/IV use)	1ml Amp 25 ampoules	71000
13.	34	Adrenaline Injection IP 1mg/ml	1 ml Amp (Amber colour) 25 ampoules	945000
14.	37	Chlorpheniramine Maleate Tablets IP 4 mg	10 x10 Tab strip	58,727,000
15.	38	Chlorpheniramine Oral Solution BP 4mg/5ml	30 ml bottle	2994300

16.	39	Dexamethasone Injection IP 8 mg/2ml	2 ml Vial (USP Type I vial)	3750000
17.	40	Dexamethasone Tablets IP 0.5 mg	10x10 Tab strip	4108800
18.	42	Hydrocortisone Sod. Succinate Injection IP 100 mg base / vial (IM/IV use)	Vial	1921500
19.	45	Pheniramine Injection IP 22.75mg/ml	2ml Amp 25 ampoules	1867900
20.	47	Prednisolone Tablets IP 5 mg	10x10 Tab strip/blister	8512000
21.	51	Naloxone Injection IP 0.4mg/ ml	1ml Amp 10 ampoules	33900
22.	58	Phenytoin Oral suspension IP 25mg/ml	100ml Glass bottle	116300
23.	60	Sodium Valproate Injection 100 mg/ ml	5 ml Vial	274000
24.	62	Acyclovir Suspension USP 400mg/5ml	60ml. Bottle	73800
25.	70	Amoxycillin and Potassium Clavulanate Tabs IP 500 mg + 125 mg	10x 10 Tab strip	20000000
26.	71	Amoxycillin Capsules IP 250mg	10 x 10 Cap strip/ blister	26000000
27.	72	Amoxycillin Capsules IP 500mg	10 x 10 Cap strip/ blister	50400000
28.	73	Amoxycillin Trihydrate Dispersible Tablets IP 125mg	10 x 10 Tab strip	16435000
29.	74	Amphotericin B Injection IP 50 mg	Vial	453690
30.	81	Benzathine Benzylpenicillin Inj IP 12 lac units	Vial	323500
31.	83	Benzyl Penicillin Injection IP 600 mg Benzylpenicillin /Vial (10 Lac units)	10 Lacs Unit /Vial	475000
32.	86	Cefoperazone and Sulbactum for Injection Cefoperazone Sodium eq. to Cefoperazone 1 g and Sulbactum Sodium eq. to Sulbactum 0.5 g (IM/ IV use)	Vial	1217000
33.	98	Chloroquine Phosphate Injection IP 40 mg/ ml	5 ml Amp 25 ampoules	1842300
34.	100A	Chloroquine Suspension IP 50 mg/5ml	60ml bottle	2434100
35.	101	Ciprofloxacin Injection IP 200mg/100ml	100ml FFS/ BFS Bottle	3634200

36.	102	Ciprofloxacin Tablets IP 250 mg Film Coated	10 x10 Tab Blister	20000000
37.	103	Ciprofloxacin Tablets IP 500 mg Film Coated	10 x 10 Tab Blister	50000000
38.	106	Compound Benzoic Acid Ointment IP Benzoic Acid 6%+ Salicylic Acid 3%	15gm Tube	658600
39.	108	Co-trimoxazole Tablets IP (SS) Trimethoprim 40 mg and Sulphamethoxazole 200 mg	10x10 Tab Blister	30000000
40.	109	Co-trimoxazole Tablets IP (DS) Trimethoprim 80 mg and Sulphamethoxazole 400 mg	10 x 10 Tab Blister	30000000
41.	110	Diethylcarbamazine Tablets IP 100 mg	10x10 Tab Blister	433100
42.	113	Erythromycin Stearate Tablets IP 250mg Film Coated	10x10 Tab Blister	600000
43.	115	Framycetin Sulphate Cream 1% w/w	30gm Tube	700000
44.	116	Gentamycin Injection IP 80mg/2ml (IM/ IV use)	2 ml amp 50 ampoules	5000000
45.	119	Meropenem Injection IP 500 mg	Vial	807000
46.	120	Metronidazole Injection IP (500 mg/100ml)	100ml FFS/ BFS Bottle	4867300
47.	121	Metronidazole Benzoate Oral Suspension IP 100 mg of base/5ml	60 ml bottle (Amber colour)	1461400
48.	122	Metronidazole Tablets IP 200 mg (Film Coated)	10 x 10 Tab Blister	1237000
49.	124	Norfloxacin Tablets IP 400 mg (Film Coated)	10 x 10 Tab Blister	15000000
50.	132	Quinine Sulphate Tablets IP 300 mg (Film Coated)	10 x10 Tab Blister	3423300
51.	135	Calcium Folinate Tablets BP Cal. Folinate eq. to Folinic Acid 15 mg	10 x 10 Tab strip	1,28,000
52.	140	Cyclosporin Capsules USP 25mg	50 Caps pack	245200

53.	141	Cytarabine Injection IP 100mg/ 5ml	5 ml vial	56600
54.	143	Daunorubicin Injection IP 20 mg	10 ml glass vial	8400
55.	144	Doxorubicin Injection IP 50 mg/ 25 ml	25 ml vial	15000
56.	148	Fluorouracil Injection IP 250 mg/ 5ml	5 ml ampoule	224100
57.	152	Mercaptopurine Tablets IP 50 mg	10 x 10 Tab strip	2582000
58.	154	Methotrexate Tablets IP 2.5 mg	10 x 10 Tab strip	317600
59.	156	Paclitaxel Injection IP 100 mg	16.7 ml vial	207800
60.	160	Levodopa and Carbidopa Tablets IP Levodopa 100 mg + Carbidopa 10 mg	10 x10 Tab strip	462000
61.	162	Trihexyphenidyl Hydrochloride Tablets IP 2 mg	10 x10 Tab Blister	5050400
62.	164	Cyanocobalamine Injection IP 100mcg/ml	2 ml Amp (Amber colour) 25 ampoules	3490000
63.	168	Deferiprone Capsules 500 mg	50 Caps	125000
64.	172	Enoxaparin Sodium Injection IP 60 mg	Vial / PFS	349790
65.	178	rh-Erythropoetin Injection 3000 IU	Vial / PFS	45700
66.	179	rh-Erythropoetin Injection 4000 IU	Vial / PFS	339200
67.	180	Vitamin K Injection Each ml Contains Menadione Sodium Bisulphite 10mg Equivalent to 5.2 mg of Menadione. (Aqueous Solution)	1 ml Amp (Amber colour) 25 ampoules	595000
68.	189	Digoxin Injection IP 0.25 mg/ml	2 ml Amp 25 ampoules	69000
69.	196	Glyceryl Trinitrate Tablets IP 0.5 mg	30 Tab glass bottle	2609000
70.	202	Methyldopa Tablets IP 250mg Film Coated	10 x 10 Tab Blister	1366200
71.	203	Nifedipine capsules IP 5mg	10x10 Caps Strip	1719000

72.	206	Prazosin HCl Tablets IP 2 mg	10x10 Tab Blister	867000
73.	208	Ramipril Capsules IP 2.5 mg	10 x 10 Cap Blister	3849000
74.	209	Streptokinase Injection IP 15 lac units	Vial	38000
75.	210	Streptokinase Injection IP 7.5 Lacs IU/ Vial	Vial	16700
76.	211	Verapamil Tablets IP 40 mg Film Coated	10x10 Tab strip	323000
77.	212	Verapamil Injection IP 2.5 mg/ml	2 ml Amp 25 ampoules	36000
78.	215A	Cetrimide Cream IP	15 gm Tube	619100
79.	218	Liquid Paraffin IP	400 ml bottle	111000
80.	220	Miconazole Nitrate Cream IP 2%	15 g tube	1350000
81.	223	Powder Neomycin Bacitracin with Sulphacetamide (Neomycin 5mg, Bacitracin 250 units, Sulphacetamide 60 mg)	10 gm Plastic Bottle	713900
82.	225	Anti A Blood Grouping Serum (Anti A Monoclonal Serum IP)	10ml Vial	2529800
83.	226	Anti B Blood Grouping Serum	10ml Vial	34600
84.	227	Anti DRH Blood Grouping Serum	10ml Vial	329500
85.	228	Anti O Blood Grouping Serum	10ml Vial	513000
86.	229	Barium Sulphate Suspension IP 100%	500 ml	7000
87.	231	Diagnostic Sticks for Urine Sugar	50's Pack	200000
88.	232	Diatrizoate Meglumine and Diatrizoate Sodium Inj USP 60% (iodine conc = 292 mg/ml)	20ml Amp	2100

89.	234	Fluorescein Eye Drops IP 1%	5 ml vial with sterilized dropper, or squeeze vial	12000
90.	235	Gadodiamide Injection 0.5mml/ml Vial	10 ml vial	25000
91.	236	Iohexol USP (Solution for Injection) Non Ionic contrast medium in Sterile aqueous solution 300 mg Iodine/ml.	50 ml Pack	200000
92.	237	Iohexol USP (Solution for Injection) Non Ionic contrast medium in Sterile aqueous solution 160mg Iodine/ml.	50 ml Pack	6500
93.	238	Iohexol USP (Solution for Injection) Non Ionic contrast medium in Sterile aqueous solution 240 mg Iodine/ml	50 ml Pack	10900
94.	239	Mantoux Fluid	5 ml Vial	28000
95.	240	Subgroup for Serum A	5 ml Vial	11000
96.	241	Tropicamide Eye Drops IP 1%	Each vial of 5ml with sterilized dropper, or squeeze vial	273800
97.	243	Cetrimide Tincture 0.5% w/v (Cetrimide 0.5% w/v, Average Absolute Alcohol content 65.5 % v/v)	200 ml Bottle (Amber colour)	104600
98.	244	Compound Benzoin Tincture IP	500 ml Bottle	43000
99.	246	Gentian Violet Paint 1%	200 ml Bottle	54700
100.	247	Gluteraldehyde Solution IP 2%	5 Ltrs Can	24100
101.	248	Hydrogen Peroxide Solution IP 6%	400 ml bottle	111200
102.	249	Lysol (Cresol with Soap Solution) IP Cresol 50% + Soap 50%	5 Ltrs Can	39400
103.	252	Surgical Spirit BP	500 ml bottle (Amber colour)	320000

104.	253	Acetazolamide Tablets IP 250mg	10 x 10 Tab Blister	293700
105.	255	Furosemide Injection IP 10mg/ml (IM & IV use)	2 ml Amp	3189600
106.	257	Mannitol Injection IP 20% w/v	350 ml Bottle	264000
107.	264	Dicyclomine Injection IP 10 mg /ml	2 ml Amp 25 ampoules	3069000
108.	265	Dicyclomine Hydrochloride Oral Solution IP 10mg /5ml	30 ml Bottle	958500
109.	270	Metoclopramide Injection IP 10mg/2ml	2 ml Amp (Amber colour Amp) 25 ampoules	6527800
110.	273	Ondansetron Injection IP 2mg/ml	2 ml Amp 10 ampoules	2810000
111.	274	ORS Powder IP	Pouches 20.5gms	16885200
112.	276	Ranitidine HCL Injection IP 50mg/2ml	2 ml Amp (Amber colour) 25 ampoules	10420000
113.	278	Sodium Phosphates Enema BP Each 100ml contains Sodium Dihydrogen phosphate Dihydrate 10%, Disodium Hydrogen Phosphate Dodecahydrate 8%	100 ml polypropylene pack	985000
114.	279	Biphasic Isophane Insulin Injection IP (30% Soluble Insulin & 70% Isophane Insulin) Inj 40 IU/ml (r-DNA origin)	10 ml Vial	558100
115.	281	Carboprost Tromethamine Injection Each ml contains Carboprost 0.25mg/ml	1 ml Amp 25 ampoules	387300
116.	282	Clomiphene Tablets IP 25 mg	10 x10 Tab strip	299600
117.	284	Conjugated Estrogen Tabs USP 0.625 mg.	10x10 Tab Strip	469400
118.	285	Dinoprostone Cream/ Gel 0.5 mg Dinoprostone in Syringe	Syringe	200000
119.	286	Ethinyloestradiol Tabs IP 50 mcg	10x10 Tab Strip	571600
120.	294	Isophane Insulin Injection IP 40 IU /ml	10ml Vial	177500
121.	296	Norethisterone Tablets IP 5 mg	10x10 Tab strip	901200

122.	302	Human Anti D Immunoglobulin IP Injection 50mcg	PFS/ Vial	27400
123.	303	Human Anti D Immunoglobulin IP Injection 300mcg (IM use)	Pre-filled Syringe/Vial	57100
124.	304	Human Anti D Immunoglobulin IP 150 mcg	1 ml Vial	11000
125.	306	Rabies Vaccine Human (Cell Culture) IP (Intradermal) 2.5 IU	1 ml vial with 1.0 ml diluent	250000
126.	308	Snake Venum Anti Serum IP Polyvalent Anti Snake Venum, Serum Enzyme Refined. Contain purified equine globulins. 1 ml of serum neutralizes 0.6 mg of cobra venum, 0.45 mg of common kraite (Bungaras) venum.	10ml Vial	167000
127.	309	Tetanus Immunoglobulin 250 IU/ Vial	Vial / Ampoule	55800
128.	310A	Tetanus Vaccine (adsorbed) IP	0.5 ml Ampoule	**50,00,000**
129.	312	Glycopyrrolate Injection USP 0.2 mg/ml	1ml Amp 10 ampoules	233600
130.	314	Neostigmine Injection IP 0.5 mg/ml	1ml Amp 10 ampoules	241600
131.	315	Neostigmine Injection IP 2.5 mg/ml.	1ml Amp 10 ampoules	110300
132.	316	Neostigmine Tablets IP 15 mg	10x10 Tab strip	118000
133.	317	Succinylcholine Injection IP 50 mg/ml (IV use)	10 ml vial	89000
134.	320	Atropine Sulphate Ophthalmic Solution USP 1%	5ml vial with sterilized dropper, or squeeze vial	36600
135.	324	Hydroxypropylmethyl cellulose solution IP 20 mg/ ml	2 ml vial/ PFS	99000
136.	326	Pilocarpine Hydrochloride Eye Drop BP 2%	5ml vial with sterilized dropper, or squeeze vial	47000
137.	327	Pilocarpine Hydrochloride Eye Drop BP 4%	5ml vial with sterilized dropper, or squeeze vial	36000
138.	329	Timolol Eye Drops IP 0.25% w/v	5ml vial with sterilized dropper, or squeeze vial	75900

139.	336	Methylergometrine Tablets IP 0.125 mg	10x10 Tab. In strip pack	2532300
140.	338	Oxytocin Injection IP 5 IU/ml	1ml Amp (Single Unit in Blister pack)	3321200
141.	344	Chlorpromazine Tablets IP 25 mg (Sugar-Coated)	10 x10 Tab Strip	458000
142.	347	Clomipramine Capsules IP 25 mg	10x10 Cap Strip	574000
143.	354	Haloperidol Tablets IP 1.5 mg	10x10 Tab strip	166600
144.	355	Haloperidol Tablets IP 5 mg	10x10 Tab strip	834200
145.	359	Lorazepam Injection 2 mg/ml	2 ml Amp 25 ampoules	341000
146.	365	Aminophylline Injection IP 25 mg/ml	10 ml Amp 25 ampoules	432000
147.	368	Cough Syrup Each 5ml contains Chloropheniramine Maleate IP 3mg, Ammonium Chloride 130mg, Sodium Citrate 65 mg, Menthol 0.5 mg, Syrup Q.S.	50 ml Bottle	10819000
148.	369	Ipratropium Bromide Nebulizer Solution 250 mcg/ ml	15 ml vial	556100
149.	371	Salbutamol Inhalation 100 mcg /dose	200 metered dose container	535400
150.	375	Theophylline and Etofylline Tablets (Theophylline IP 23mg + Etofylline IP 77 mg)	10 x10 Tab Blister	15396000
151.	376	Theophylline Tablets 400 mg (Sustained Release/ Controlled Release)	10 x10 Tab Blister	5411000
152.	377	Compound Sodium Lactate Inj. IP	500 ml FFS/BFS Bottle	7193600
153.	378	Dextrose Injection IP 25 % w/v	100 ml bottle	10,00,000
154.	379	Dextrose injection 10%	500 ml FFS/BFS Bottle	928900
155.	380	Dextrose injection 5% isotonic	500 ml FFS/BFS Bottle	5049800

156.	381	Multiple Electrolytes & Dextrose Injection Type I IP (Electrolyte P Injection)	500 ml FFS/ BFS bottle	900000
157.	382	Multiple Electrolytes & Dextrose Injection Type III IP Electroylte "M" Injection (I.V.)	500 ml FFS / BFS Bottle	334700
158.	383	Potassium Chloride Injection 0.15 gm/ml	10ml Amp 10 ampoules	100000
159.	384	Potassium chloride Oral Solution U.S.P 500mg/ 5ml	200 ml Bottle (Amber colour)	111400
160.	385	Sodium Chloride and Dextrose Injection IP [0.9 % + 5 %]	500 ml FFS/BFS Bottle	4853600
161.	386	Sodium Chloride Injection IP	500 ml FFS/BFS Bottle	2855000
162.	388	Calcium Gluconate Injection IP 10% (IV use)	10 ml Amp 25 ampoules	459000
163.	393	Multivitamin Drops Each ml contains Vit-A - 3000 IU, Vit-D3-300 IU, Vit-B1 -1mg, Riboflavine Phosphate Sodium -2mg, D-Panthenol -2.5mg, Niacinamide -10mg, Pyridoxine HCL-1mg, Cyanocobalamin 1mcg, Lysine HCL 10mg	15ml Bottle	3002000
164.	395	Vitamin B Complex Injection NFI	10 ml vial	1658000
165.	396	Vitamin –A Capsule USP, Soft Gelatin Capsule contains Vit-A 2 lac units	10 x 10 Cap Strip	2344400
166.	397	Vitamin – B complex tablet NFI (prophylactic) B1- 2mg, B2- 2mg, B6- 0.5mg, Niacinamide 25mg, Calcium pantothenate 1mg (With appropriate overages)	10 x 10 Tab Strip/ blister	60000000
167.	399	Concentrated Haemodialysis Fluid B.P Acetate concentrate in 10 Litre Cans. Each 1000ml After 1:34 dilutions should provide Sodium chloride 135 to 140 meq/litre Sodium Acetate 35-38 meq./lLitre Potassium Chloride 1.5-2meq./Litre Magnesium Chloride 1-1.5meq./Litre Calcium Chloride 0-3 meq./Litre (depending on local condition) Water Purified to 1000ml.	10 Ltrs Plastic Can	720000

168.	402	Sodium Bicarbonate Injection IP 7.5% w/v	10 ml Amp 25 ampoules	282000
169.	408	Rabies Antiserum IP (Equine) 300 units per ml [contains equine anti-rabies immunoglobulin fragments](I.M./SC use)	5 ml Vial	52600
170.	412	Ampicillin Capsules IP 500mg	10 x 10 Cap Blister	9652600
171.	414	Hyoscine Butyl bromide Tablets IP 10mg (Coated Tablets)	10 x 10 Tab Blister	1069100
172.	416	Hydroxyethyl Starch (130/4) 6% w/v with Sodium Chloride 0.9% w/v Intravenous Infusion	500 ml plastic bottle	87118
173.	419	Vecuronium Bromide for Injection 4mg (Freeze Dried)	Each vial/ ampoule	80900
174.	420	Phenobarbitone Injection IP 200mg/ml	1ml ampoule/ vial	162000
175.	421	Flurbiprofen Sodium Ophthalmic Solution USP 0.03% w/v	5ml Vial with Sterilized dropper, or, squeeze vial	136200
176.	423	Hyaluronidase Injection IP Each vial contains Hyaluronidase IP 1500 I.U.	Vial	87000
177.	424	Lidocaine Hydrochloride Topical Solution USP 4%	30ml vial	70100
178.	426	Co-trimoxazole Tablets IP (P) Trimethoprim 20 mg and Sulphamethoxazole 100 mg	10 x 10 Tablets Blister	8313700
179.	433	Ranitidine Tablets IP 300mg Film Coated	10 x 10 Tab strip	1500000
180.	434	Famotidine Tablets IP 20 mg	10 x 14 Tab Blister	5606200
181.	435	Famotidine Tablets IP 40 mg	10 x 14 Tab Blister	5330900
182.	436	Indomethacin Capsules IP 25 mg	10 x 10 Tab strip	1415000

183.	437	Slow Diclofenac Tablets BP 100 mg (sustained release)	10x10 Tab strip	19274000
184.	439A	Dicyclomine and Paracetamol Tablets Dicyclomine Hydrochloride 20 mg + Paracetamol 325 mg Tablets	10 x 10 Tab Blister	1,44,93,100
185.	440	Dextromethorphan Hydrobromide Syrup IP 13.5mg / 5ml	30 ml Bottle	4018400
186.	444	Aspirin Delayed Release Tablets USP. Each enteric coated tablet contains Acetyl Salicylic Acid 75 mg	10 x 14 Tablets	8411200
187.	447	Chlorhexidine Gluconate Solution IP 5%	250ml bottle	63400
188.	451	Metformin Hydrochloride Sustained Release Tablets IP 1000 mg	10 x 10 Tab Blister	1902000
189.	452	Glipizide and Metformin Hydrochloride Tablets USP (Glipizide 5 mg, Metformin Hydrochloride 500 mg)	10 x 10 Tab Blister	2726200
190.	453	Glibenclamide and Metformin Hydrochloride (SR) Tablets [Glibenclamide 5 mg, Metformin Hydrochloride 500 mg (Sustained Release)]	10 x 10 Tab Blister	2622000
191.	454	Metformin Hydrochloride (Sustained Release) and Glimepiride Tablets {Metformin Hydrochloride(Sustained Release) 500 mg, Glimipiride 1mg}	10 x 10 Tab Blister	3575400
192.	455	Metformin Hydrochloride (Sustained Release) and Glimepiride Tablets (Metformin Hydrochloride(Sustained Release) 500 mg, Glimipiride 2mg)	10 x 10 Tab Blister	3529500
193.	456	Glimepiride, Pioglitazone and Metformin Hydrochloride (Sustained release) Tablets Each Tablet contains Glimepiride 2mg, Pioglitazone 15 mg, Metformin Hydrochloride (Sustained Release) 500 mg	10 x 10 Tab Blister	3891700
194.	457	Amlodipine and Enalapril Maleate Tablets (Amlodipine Besilate equivalent to Amlodipine 5 mg, Enalapril Maleate 5 mg)	10 x 10 Tab Strip	3905900
195.	458	Losartan Potassium & Amlodipine Tablets IP (Losartan Potassium 50 mg, Amlodipine Besilate eq. to Amlopdipine 5mg)	10 x 10 Tab Strip/Blister	5450600
196.	459	Losartan Potassium & Hydrochlorothiazide Tablets IP (Losartan Potassium 50 mg, Hydrochlorothiazide 12.5mg)	10 x 10 Tab Blister	5760400

197.	460	Amlodipine and Lisinopril Tablets [Amlodipine Besilate equivalent to Amlodipine 5 mg, Lisinopril eq. to Lisinopril (anhydrous) 5 mg]	10 x 10 Tab Blister	4559200
198.	461	Amlodipine and Atenolol Tablets [Amlodipine Besilate equivalent to Amlodipine 5 mg, Atenolol 50 mg]	10 x 10 Tab Blister	7853900
199.	466	Lisinopril Tablets IP 2.5 mg	10 x 10 Tab strip/ blister	947000
200.	470	Prednisolone Tablets IP 20 mg	10 x 10 Tab Strip/Blister	5539000
201.	480	Diphtheria Antitoxin IP 10000 IU	Vial	23,000
202.	485	Homatropine Eye Drops IP 2 %	5ml Vial with Sterilized dropper, or, squeeze vial	43000
203.	486	Travoprost Ophthalmic Solution 0.004 %	3 ml Vial with Sterilized dropper, or, squeeze vial	71000
204.	487	Brimonidine Tartrate and Timolol Maleate Eye Drops 0.15% + 0.5%	5ml Vial with sterilized dropper, or, squeeze vial	45000

Note:- The above quantity mentioned for this supply cum rate contract is indicative and may vary as per the actual requirement of hospitals.
General Requirement:- The manufacturer should:-
1- Ensure Stability of the formulations and its ingredients in the packing supplied.
2- The blister packing of tablets/Capsules should have Aluminium foil back.
3- Strip packing should be of Aluminium (Alu-Alu) foils.

Rajasthan Medical Services Corporation, Gandhi Block,
Swasthaya Bhawan, C-Scheme, Jaipur
Phone No: 0141-2228065, Fax No: 0141-2228065 E_mail : rmsc@nic.in

Subject: - Amended technical specifications and other conditions of bid document for the tender of drugs due for opening on 30.7.2012.

Ref: - Pre – bid conference held on 6.7.2012

S. no.	Existing condition / technical specification (clause no.)	Amended condition / technical specification.
1	**Clause 11, para 1:-** The Successful tenderers shall be required to pay Security Deposit 5% of the Contract value. Security deposit will not be taken from undertaking, corporation of GoI & GoR. The SSI Units of Rajasthan shall be required to pay Security Deposit @ 1% of the contract value.	**Clause 11, para 1:-** The Successful tenderers shall be required to pay Security Deposit 5% of the Contract value. Security deposit will not be taken from undertaking, corporation of GoI & GoR. The SSI Units of Rajasthan shall be required to pay Security Deposit @ 1% of the contract value. The security deposit shall have an upper limit of Rs. 25.00 Lacs to be deposited by a bidder at the time of signing of agreement (for one or many items). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.
2	**Clause 3 (ii) para 1:- EMD/ Security deposit** - Earnest money will be deposited @ Rs. 20,000/- per item of drug 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 number matching 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/ Security deposit** - Earnest money will be deposited @ Rs. 20,000/- per item of drug 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 number matching 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. The security deposit shall have an upper limit of Rs. 25.00 Lacs to be deposited by a bidder at the time of signing of agreement (for one or many items). However, when the actual purchase orders cross a threshold for

		requiring additional security, the same will be required to be deposited by the supplier.
3	Annexure – XI and BOQ:- Code no. 37 Chlorpheniramine Maleate Tablets IP 4 mg, Packing unit:- 10 x10 Tab strip/ Blister	Annexure – XI and BOQ:- Code no. 37 Chlorpheniramine Maleate Tablets IP 4 mg, Packing unit:- 10 x10 Tab strip/ Blister
4	Annexure – XI and BOQ:- Code no. 344 Chlorpromazine Tablets IP 25 mg (Sugar- Coated)	Annexure – XI and BOQ:- Code no. 344 Chlorpromazine Tablets IP 25 mg (Film- Coated)
5	**Clause 5 (h) :-** -Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted, for last 3 years (Certificate should be enclosed with list of items) should be enclosed. In the case of direct importer evidence for importing the said items for last 3 years should be enclosed. The market standing certificate for last three years for a particular product will be required for each strength of the products. Items quoted should be highlighted in the market standing certificate. In the case of direct importer, evidence for importing the quoted item for last three years will be produced. These may be bill of lading, bill of entry for last three years, and certificate of analysis done at importing cargo point in India.	**Clause 5 (h) :-** -Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted, for last 3 years (Certificate should be enclosed with list of items) should be enclosed. In the case of direct importer evidence for importing the said items for last 3 years should be enclosed. The market standing certificate for last three years for a particular product will be required for each strength of the products. Items quoted should be highlighted in the market standing certificate. In the case of direct importer, evidence for importing the quoted item for last three years will be produced. These may be bill of lading, bill of entry for last three years, and certificate of analysis done at importing cargo point in India. For item codes 368 & 393, market standing of the firm's formulation with similar active ingredients (quantities may differ) will be accepted. However, the firm has to submit with tender, the product permission from the Licensing Authority of the RMSC formula as per tender specifications.
6	**Clause 17 (5)** Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order PROVIDED reports of Standard Quality on samples testing received from Approved Laboratories of ordering authority.	**Clause 17 (5)** Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order. However, the payment will be released only for the quantity in case of which the quality test report from approved test laboratories of RMSC has been received and found of standard quality.
7	Annexure – XI and BOQ:- Code no. 113:- Erythromycin Stearate Tablets IP 250mg Film Coated	Deleted
8	Annexure – XI and BOQ:- Code no. 220:- Miconazole Nitrate Cream IP 2%	Deleted
9	Annexure – XI and BOQ:- Code no. 109 :- Co-trimoxazole Tablets IP	Annexure – XI and BOQ:- Code no. 109:- Co-trimoxazole Tablets IP

	(DS) Trimethoprim 80mg and Sulphamethoxazole 400 mg	Trimethoprim 80 mg and Sulphamethoxazole 400 mg
10	A new clause 19-A is added	Blacklisting Procedure: - The procedure to be followed by RMSC for Blacklisting is given in Annexure XII. This procedure is in addition to and not in derogation of the terms & conditions of the tender document.
11	A new Annexure XII is added.	Annexure XII :- Given below separately

Annexure XII
(Clause 19.A)

RAJASTHAN MEDICAL SERVICES CORPORATION

GUIDELINES
FOR BLACKLISTING/DEBARRING OF PRODUCT OR SUPPLIER/COMPANY

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

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

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

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

2.1 The successful tenderer fails to execute the agreement after being declared as L-1, L-2 or L-3 etc. to perform the obligations under the tender conditions, EMD of such tenderer firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years or the period specified in tender document.

2.2 The successful tenderer after entering into an agreement withdraw or fail to honour commitments as per tender conditions, EMD of such tenderer firm will be forfeited and firm will be liable for blacklisting for a period of not Less than 2 years.

3. ON ACCOUNT OF NON-SUPPLY:

3.1 The supplier shall start to supply according to tender condition from the date of purchase order and shall complete the supplies within 45/60 days as mentioned in Purchase Order or as stated in tender condition.

3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the tender documents. In the event of acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the tender document.

3.3 If the supplier fails to execute the purchase order and informs RMSC about its inability to execute the order and non-compliance of the purchase order due to act of

vis-majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.

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

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

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

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

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

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

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

4.6 If **three batches of a particular item** supplied under a tender tenure by the supplier are declared as **Not of Standard Quality** during its entire shelf life by an empanelled lab or Govt. Lab in **test for assay and / or in any other parameter(s)** and if such failures are further confirmed by another empanelled lab or Govt. Lab during its

entire shelf life, the particular item of the drug shall be liable for blacklisting for a period of not Less than 2 years.

4.7 In case **three products of a company/supplier are blacklisted** for supply made during a tender duration the **Supplier / Company** shall be liable for blacklisting for a period of not Less than 2 years.

4.8 In case, any sample (even one batch) is declared as **Spurious or Adulterated** by an empanelled lab or Govt. Lab and if such failure is further confirmed by another empanelled lab / Govt. Lab during its entire shelf life, the **Supplier / Company** shall be liable for blacklisting for a period of not less than 3 years.

4.9 If any statutory sample of RMSC supply drug is drawn by Drugs Control Officer on suo-moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier / company. If it is challenged then the report of Director, C.D.L., Kolkatta shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of blacklisting of product or company. However if failure is of such nature wherein Drugs Controller of State grants prosecution sanction under Drugs & Cosmetics Act, 1940, then even failure of such one batch shall be considered adequate for blacklisting the product for not less than 2 years and in case of involvement of three different products the **Supplier / Company** as a whole shall be liable for blacklisting for a period of not Less than 3years.

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

5.1 On receipt of adverse quality test report from empanelled lab or Govt. Lab of a quarantined stock, instructions will be issued immediately through e-mail to the concerned District Drug Warehouses to not to release such stock and entries be made by QC Cell at headquarter in e-aushadhi software for batch rejection i.e. not to be released for distribution to institutions / DDC's.

5.2 Warehouse Incharge will take appropriate measures immediately to segregate such stock and label all cartons as "NOSQ Drugs-Not for release" and shift it from quarantine area to Non-Release / Rejected Drugs Area (which is under lock & key) till its lifting by the supplier.

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

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

5.5 In case of drug declared as **Not of Standard Quality** on subsequent sampling after the batch was released the procedure given in sub-para 5.2 will be followed in respect of stock available with the warehouse. In respect of stock already issued and drug warehouse incharge will take immediate steps to RETRIEVE the unused stock of such drugs from all such institutions and D.D.C.s by all possible mode and means and he/she will ensure that no such NOSQ drug is further distributed to the patients and ensure effective recall.

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

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

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

6. EXAMINATIONS OF ISSUES BY DISCIPLINARY COMMITTEE OF RMSC

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

6.2 The recommendations of disciplinary committee will be placed before the Managing Director, RMSC who shall take appropriate action which may deem fit in the light of facts & circumstances of the case by way imposing penalty or debarring or Blacklisting of the particular product or supplier/ company.

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

7. POWER OF REVIEW:

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

8. RIGHT TO APPEAL:

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

9. Savings:

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

10. JURISDICTION:

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

EXPLANATIONS:

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

(ii) The meaning of 'Spurious drugs' or 'Adulterated Drugs' will be construed in strict sense under the provisions of Drugs & Cosmetics Act, 1940. For the purpose of blacklisting a drug will be considered 'Spurious' if empanelled lab / Govt. Lab so declare the product or it is found containing either no drug or very poor drug contents on testing or it is purported to be manufactured of whom it is not truly a product or which is likely to cause grievous hurt within the meaning of Sec. 320 0f IPC. Similarly for the purpose of blacklisting a drug will be considered 'Adulterated' if empanelled lab / Govt. Lab so declare the product or it is found containing any poisonous, deleterious, harmful or toxic substances or which is likely to cause grievous hurt.

(iii) Purchase Orders, if any, already issued before taking any blacklisting action or replacement orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

(iv) The action proposed as above is not in conflict to any express conditions laid down in corresponding tender and in case of any overlapping, the tender condition will prevail.