

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

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

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



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LAST DATE OF SUBMISSION OF ONLINE BIDS 18.11.2013

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

F.02()/RMSCL/PROCUREMENT/S&S/NIT-4/2013/249 Dated: 04/10/2013

Notice Inviting E-Bids

E-bids are invited upto 1.00 PM of 18.11.2013 for Annual rate contract cum supply, and **Empanelment** for supply of for Surgical, Sutures and consumables for the year 2013-14. Details may be seen in the Bidding Documents at our office or at the website of State Public procurement Portal <http://sppp.raj.nic.in>, www.dipronline.org, <http://eproc.rajasthan.gov.in> and www.rmisc.nic.in and may be downloaded from there.

The bidder is required to submit separate bids for "Drug" and "Non Drug" items; there is a separate bid document for each category.

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

Executive Director (Procurement)
RMSCL

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

BID REFERENCE	:	F.02 ()/RMSCL/PROCUREMENT/S&S/ NIT-4 /2013/249 dated 04.10.2013
Pre- bid conference	:	28.10.2013 at 11.00 A.M. (RMSC meeting Hall)
Date and time for downloading bid document	:	21.10.2013 from 1.00 PM
Last date and time for Downloading bid document	:	17.11.2013 at 6.00 PM
Last date and time of submission of online bids	:	18.11.2013 at 1.00 PM
Date and time of opening of Online technical bids	:	18.11.2013 at 2.30 PM
COST OF THE BID DOCUMENT	:	Rs. 2000/-
FOR SSI UNIT OF RAJASTHAN	:	Rs. 1000/-
RISL Processing Fees	:	Rs. 1000/-
Empanelment Fee (If applying for Empanelment also)	:	Rs. 5000/-

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

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

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

- (a) E-Bids [in two separate bid (Technical bid & Price Bid) will be received till 18.11.2013 up to 1.00 P.M. by the Rajasthan Medical Services Corporation Ltd, for the annual rate contract cum supply and empanelment for supply of Surgical & Consumables (Non Drug items)
- (b) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for another 30 days. The Bidder may refuse extension of bid validity without forfeiting the Earnest Money deposit.
- (c) The e-Bids will be received on web-portal of e-procurement of GoR. Every Bidder will be required to pay the Bid form fee Rs. 2000.00 (Rs. 1000.00 for SSI Units of Rajasthan) for downloaded from the website, EMD (Bid security) as applicable in Bid condition no. 8 and processing fee of Rs.1000.00 of R.I.S.L. through three separate prescribed challans (*format enclosed in Annexure- I*) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country up to 17.11.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL (Bid fees and EMD), MD, RISL (Bid procession fees) physically in the office of RMSC by 1.00 PM on 18.11.2013. The bidders shall submit/upload scanned copy of all the challans in Technical Bid. Bids will be opened only after ensuring receipt of Bid fees along with processing fees and EMD. In the

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

- (d) **Those who wish to apply for Empanelment as supplier for Surgical** are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) in the form of DD in favour of MD, RMSC before due time and date of bid submission. Please see clause 21 and annexure-X in this regard.

The bidders who have already paid empanelment fees with bid no. F.02 ()/RMSCL/PROCUREMENT/S&S/NIT-1/2013/04 dated 15.04.2013 need not to submit the empanelment fee for the items being quoted in this tender, However the required annexure must be submitted.

2. ELIGIBILITY CRITERIA

- (a) Bidder shall be a manufacturer having its own valid manufacturing license or direct importer holding valid import license. **Distributors/Suppliers/Agents/Loan licensees** are not eligible to participate in the Bids.
- (b) Average Annual turnover in the last three financial years (2010-11, 2011-12 and 2012-13) shall not be less than **Rs. 2 Crores** the same should be **supported by** audited annual accounts & certified by a Chartered Accountant.
- (c) The bidder firm should have its own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out. The bidder should declare the same in the form of an undertaking / declaration.
- (d) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender, on the date of bid opening. Moreover the bidder should have manufactured at least 25% of the tender quantity of the quoted item, each year, in at least two of the last 3 years. In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 years standing as manufacturer/ importer of drugs/Surgical/Sutures in general.(annexure-XI)
- (e) Bid should not be submitted for the product/products for which the concern/company stands blacklisted/ banned/debarred either by Bid inviting Authority or Govt. of Rajasthan **or its departments** on any ground.

The Bid should not be submitted for those products also for which the concern/company stands blacklisted/ banned/debarred by any other State/Central Govt. or its any agencies (central Drugs Procurement agencies) and its central Drugs procurement agencies on the ground of conviction by court of law or by products being found spurious or adulterated on the ground of submission of fake or forged documents or false information/ facts.

- (f) The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSC) or Govt. of Rajasthan *or its departments* on the date of bid submission, shall not be eligible to participate in the Bid.

The concern/company/firm which stands blacklisted/banned/debarred on the ground of *conviction by court of law or the products being found spurious or adulterated* by any other State /Central Government or *it's any agencies* (central Drugs procurement agencies) shall also not be eligible to participate in the Bid.

Firm/products banned / blacklisted by RMSCL / Rajasthan state govt. or its departments will not be considered eligible for participating in the bid for indefinite period unless the period is mentioned. In case the firm has been debarred/blacklisted/banned on the ground of submission of fake or forged documents or false information/facts by RMSC/Rajasthan State Government or its department or its procurement agencies / other state government / central government or their procurement agencies for a prescribed period, the firm will be eligible for participating in the bid or for the product after such period is over.

- (g) If any product/products have been declared as not of good quality of company/ firm during last 2 years anywhere, such concern/ company/firm shall not be eligible to participate in Bid for such product/products. If any company/firm is found to have any such product quoted in the Bid, the product shall be blacklisted/banned/debarred 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.

- (h) The concern/firm/company whose product has been found to be of inferior quality/contaminated/harmful nature and any criminal case is*

filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company for particular product or debarred from Bid process shall also not be eligible to participate in the Bid.

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

3. PURCHASE PREFERENCE

- i. Purchase preference admissible to the PSUs of the state of Rajasthan and to the SSI of the state of Rajasthan, together shall not exceed 25% (10% for PSUs and 15% of SSI units). However these units will be required to participate in Bidding process and match L-1 price.]
- ii. **Comparison of rates of firms outside and those in Rajasthan:-**
While tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of CST shall be included in the rates quoted by the firms of outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding Rajasthan VAT) than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.
- iii. ***VAT on Surgicals is exempted in Rajasthan. RMSCL will issue necessary exemption certificate.***
- iv. ***RMSC will also issue “C-certificate”. Therefore concessional CST should be charged, the concessional rate of CST should be shown separately.***

4. GENERAL CONDITIONS

- i. At any time prior to the date of submission of Bid, Bid Inviting Authority may, for any reason, whether on his own initiatives or in response to a clarification requested by a prospective Bidder, modify

the condition in Bid documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority may at his discretion, extended the date and time for submission of Bids.

- ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
- iii. *In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and EMD/SD will be forfeited. Bidder/his representative may also be blacklisted/banned/debarred. **FIR** with police station may also be filed against such bidder/his representative.*

5. TECHNICAL BID – COVER “A”

The Bidder should furnish the following in technical bid :-

- (a) The bidders shall submit/upload scanned copy of all the challans in Technical Bid deposited **towards Bid fees, RISL processing fee, empanelment fee(for those who willing to apply for empanelment) and Earnest Money, if deposited in any branch of PNB throughout country or The required EMD / Tender fees/ RISL fee may be in form of physical D.D./ BC along with letter. D.D. / bankers cheque shall be in favour of M.D. RMSCL (tender fees and EMD), MD, RISL (tender processing fees) (Annexure-VII).**
- (b) **Those who wish to apply for Empanelment as supplier for surgical and sutures** are required to deposit separately an Empanelment Fee of Rs 5000 (Five Thousand rupees only) **non-refundable** in the form of DD in favour of MD, RMSC before due time and date of bid submission. (Annexure VII)
The bidders who have already paid empanelment fees in bid no. F.02()/RMSCL/PROCUREMENT/S&S/NIT-1/2013/04 dated 15.04.2013 need not to submit the empanelment fee for the items being quoted in this tender. However the required annexure must be submitted.
- (c) Documentary evidence for the constitution of the company/Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details

of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.

- (d) The Bidder should furnish attested photocopy of the valid License for the product duly approved by the competent authority for the quoted products. The license must have been duly renewed/ valid up to date and the items quoted shall be clearly highlighted (with Bid item codes marked against each item) in the respective product permission if any.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed.
- (f) Authorization letter nominating a responsible person of the Bidder to transact the business with the Bid Inviting Authority with duly attested signature and photograph.
- (g) Bidder should have at least 3 years market standing as a manufacturer for the items quoted in the tender, on the date of bid opening. The bidder should have manufactured at least 25% of the tender quantity of the quoted item, each year, in at least two of the last 3 year. For this, copies of Purchase Order and/or Sale Invoices shall be submitted.

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

- (h) Documents that the product is being manufactured and sold for last three years and a market standing certificate from Chartered Accountant along with an undertaking by the firm that the product has market standing of three years.
- (i) Self undertaking is required to be given by the firm that the firm has not been convicted. (Annexure-VI)
- (j) In case of imported surgical items, copies of labels and product literature of all quoted products must be submitted.
- (k) ***Duly attested photocopy of Manufacturing license/ Acknowledgement/ Memorandum/IEM/ Registration of SSI unit duly approved by the licensing***

authority (Industrial Department/DIC/NSIC). The license should be renewed up to date.

- (l) In case of imported Items Self attested photocopy of import license (Import-Export Code) & license for sales issued by concerning licensing authority, (if applicable) and authorization of foreign principal manufacturer.*
- (m) Annual turnover statement for 3 **financial** years i.e., 2010-11 , 2011-12 and 2012-13 in the format given in Annexure-III certified by a practicing Chartered Accountant.
- (n) Copies of the Balance Sheet and Profit and Loss Account for three **financial** years i.e. 2010-11, 2011-12 and 2012-13 duly certified by a practicing Chartered Accountant.
- (o) VAT/Sales Tax Clearance certificate (copies of latest challans), as on 31.03.2013.
- (p) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
- (q) Undertaking (as in Annexure-VI) for embossment of logo on packing of Surgicals as the case may be, as per conditions specified at Clause 15 herein, notarized by the Notary Public.
- (r) Undertaking that the manufacturer has not been blacklisted/**debarred/banned**, the quoted product has not been declared as not of standard quality during last two years, its manufacturing capacity and other details required on a format mentioned at Annexure-VI.
- (s) Details of technical personnel presently engaged in the manufacture and testing of Surgicals (Name, Qualification, and Experience).
- (t) List of items quoted to be shown in the Annexure-VI point number 6
- (u) A Checklist (Annexure-V) for the list of documents enclosed with their page number. The documents should be serially arranged as per Annexure-V.
- (v) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document to be submitted in Annexure-VI point no.11

(w) *A declaration under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in Annexure-VI point no. 13*

- (x) All copies submitted should be attested and notarized. However, scanned copies of original documents will be accepted which obviously need be notary attested.
- (y) An undertaking in *Annexure-X* that the bidder wishes to get Empanelled as supplier for the quoted items and has submitted the necessary fee for the same. *(This is only for those who apply for empanelment also)*
- (z) *A copy of PAN issued by Income Tax Department.*

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

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

- a) The Bid will be scrutinized by Bid evaluation committee and inspection of manufacturing unit for compliance of quality parameters and capacity may be carried out by technical committee.
- b) **Technical Evaluation:-** Technical Evaluation of the Bid will be done in two stages. (i) Technical Evaluation on the basis of documents. This is to examine whether the bidder qualifies as per given eligibility and other prescribed conditions. (ii) Evaluation / Examination / Testing of samples of Items. Samples of only those bidders shall be evaluated who qualify in the technical evaluation of documents. Bids of items samples not found technically fit in such evaluation will be declared rejected / non-responsive.

8. **PRODUCTION OF SAMPLES**

- (a) The Bidders, who qualify in technical evaluation of Cover “A”, shall furnish samples of all such items.
- (b) Bidder shall submit 12 sample units of each quoted item, free of cost. The items submitted as samples should be of the same specifications as asked for in the bid. Any deviation from specifications will result in the rejection of the sample. The samples (normal/ regular sales packs) will be

used for quality evaluation by the technical evaluation committee and/ or laboratory analysis, as the case may be, as decided by the Tender inviting authority. Samples of the items which are supposed to be sterile, should be sterile. The decision based on quality evaluation of the sample will be final for the purpose of this tender.

- (c) The samples for evaluation shall be submitted in a separate sealed cover superscripted by “Tender No. _____”. The bidder should submit, along with the samples, the list of sample items in duplicate as per the given format in Annexure –XII
- (d) The sample shall be submitted on the date and time prescribed by Bid Inviting Authority. The date & time for individual Bidder for submission of sample will be fixed by Bid Inviting Authority and this should be strictly adhered to, to avert last minute rush and confusion. There will be “No deviation” from this under any circumstances.

9. **EARNEST MONEY DEPOSIT (BID SECURITY)**

The Earnest Money Deposit shall be @ **Rs. 20,000/- for each item** (*For Each code Number, all sub section of a item like (a),(b),(c).....collectively would be counted as a single item for the purpose of EMD calculation*) of surgical & sutures quoted subject to minimum of Rs. 2.00 lacs and maximum of Rs. 5.00 Lacs. *In case Earnest money submitted by the bidder is minimum or more but number of quoted items is more than the earnest money submitted, the quoted items by the bidder will be counted in sequence up to the earnest money deposited.* However without minimum earnest money the offer will not be considered at all. However, EMD will not be taken from GoI & GoR undertakings, corporation. Further EMD will be taken @ Rs. 5,000/- per item (*For Each code Number, all sub section of a item like (a),(b),(c).....collectively would be counted as a single item for the purpose of EMD calculation*) of surgical & sutures quoted subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, from SSI Units of Rajasthan. *They will furnish duly attested copy by gazetted officer of the registration of SSI units issued by the Director of Industries Govt. of Rajasthan in respect of the stores for which they are registered. Duly attested copy of*

Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.10 as per Annexure-II under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (Annexure-II) The Earnest Money Deposit shall be paid in through separate prescribed challans (format enclosed in Annexure-I) in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto 3.4.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL physically in the office of RMSC by 1.00 PM on 18.11.2013. Earnest Money Deposit in any other form will not be accepted.

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

10. OTHER CONDITIONS

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

5. (i) *To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.*
- (ii) *Purchase Orders will be placed periodically during rate contract period based on the actual requirement stock positions only. Purchase Orders will be placed with L1 firms. However in case of any exigency and in order to ensure regular supply, the orders may also be placed with the other firms, in the order of L-2, L-3 and so on who have matched with the L1 rates.*
- (iii) *After the conclusion of Price Bid opening (cover B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item of Surgicals for which the Bid has been invited.*
- (iv) *The Bidder who has been declared as L-1 supplier for certain item or items of Surgicals shall execute necessary agreement for the supply of the Bided quantity of such Surgicals as specified in the Bid documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.*
- (v) *RMSC will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSC web site or e-mail; willing bidders may inform in writing their consent to match the L-1 rate for the item of the Surgicals quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.*
- (vi) *The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).*
- (vii) *The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall inform the RMSC immediately without loss of time and the purchase orders shall be returned within 7 days from the date of the order, failing which the supplier is stopped from disputing the imposition of liquidated damages, fine for the delayed supply.*
- (viii) *If the L1 supplier has failed to supply /intimated RMSC about his inability/delay in supply as per the purchase order, the required Surgicals*

within the stipulated time or as the case may be, RMSC may also place purchase orders with the Matched L1 Bidder for purchase of the Surgicals, provided such matched L1 Bidders shall execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such Bidder is eligible for the placement of purchase orders for the item or items of Surgical quoted by them.

- (ix) Subject to para (vii) above, while RMSC place purchase orders with Matched L1 supplier and there are more than one such matched L1 supplier, then the purchase orders for the requirement of Surgicals will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.*
- (x) The matched L1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the Bid and all provisions of the Bid document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L1 supplier.*
- (xi) The supplier shall supply the ordered quantity **as per the delivery schedule of P.O. before the stipulated period** from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happens to be a holiday, the supply should be completed by 5.00 p.m. on the next working day. For surgical items requiring sterility test / imported items the supply period will be 75 days from the issuing date of purchase order.*

6. The rates quoted and accepted will be binding on the Bidder during Rate Contract validity period of the bid and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained till the completion of this Bid period.

7. No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any

circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

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

11. **ACCEPTANCE OF BID**

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

12. **PERFORMANCE SECURITY (PERFORMANCE GUARANTEE)**

The Successful Bidders shall be required to pay performance Security @5% of the Contract value. Performance Security will not be taken from

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

The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold. The Required additional security (for a period of 24 month), the same will be required to be deposited by the supplier.

The performance security should be paid upfront in respect of each contract **on or before the due date fixed by Bid inviting authority in the form of Bank Guarantee in case the amount exceeds Rs 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure 1 (the validity of bank guarantee should be for a period of twenty four month from the date of issuance of Bank Guarantee)** in favor of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur, viz. Bid inviting authority before releasing the purchase order by the ordering authority. In case L-2, L-3 and so on, bidders who have agreed to match L-1 price, then the EMD of L-2, L-3 and so on bidders will be converted (*Rs 20000/- per item*) into security deposit. In case of inability of L-1 bidder to supply the required quantity of drugs, in that case the L-2 and L-3 supplier (as the case may be) will be asked to supply the drugs. At the time of placing of order these matched suppliers will be asked to deposit amount of balance **security for a period of 24 month.**

13. **AGREEMENT**

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation letter of interest by the Bid Inviting Authority, viz., the **Managing Director, Rajasthan Medical Services Corporation Ltd.** The Specimen form of agreement is available in **Annexure-IV, failing to submission of performance security and execution of agreement**

within 15 days as stipulated, will result in forfeiture of EMD & other consequential action

- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) *All notices or communication relating to, or any dispute arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.*

14 **SUPPLY CONDITIONS**

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Surgicals will be supplied at 33 **District Drug Warehouses (DDW)** at Districts Head Quarters of Rajasthan (CM&HO and Medical Colleges, Store).
2. The supplier shall supply the entire ordered quantity before the end of stipulated delivery schedule 60 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happen to be a holiday, the supply should be completed by 5.00 p.m. on the next working day. For Surgical and Sutures items requiring sterility test and imported ones, the supply period will be 75 days from the date of issue of purchase order.
3. All supplies will be scheduled for the period from the date of purchase order till the completion of the Bid in installments, as may be stipulated in the Purchase Order.
4. *The Bidder must submit its Test/Analysis report for every batch of surgical & sutures along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of surgicals will be returned back to the suppliers and he is bound to replenish the same with approved lab test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.*
5. The Surgicals supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and conditions specified in the Bid documents.
6. If supplies are not fully completed **as per stipulated delivery schedule** in 60 days from the date of the Purchase Order, (75 days for surgical requiring

sterility test/imported items) the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the Surgicals at the Warehouse specified in the Purchase Order and if the *items* supplied at designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.

7. If the supplier fails to execute atleast 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the Bids for particular items of Surgicals for a period of one year immediately succeeding year in which supplier has been placed with the Purchase order.
8. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of Surgicals for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the differential cost and impose penalty as mentioned in Clause 18.8, apart from terminating the contract for the default.
9. The order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the Security Deposit and shall invite other penal action like debarring/disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. (Guidelines for blacklisting/ debarring at annexure- VIII including amendment)
10. It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
11. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, labour disputes etc.

12. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid 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 Bidder Inviting Authority.
13. **Shelf Life:** The labeled shelf life should normally be same as in product of the firm supplied in trade. However it should not be less than 3 years. The remaining shelf life of the drugs at the time of delivery should not be less than $\frac{3}{4}$ of the labeled shelf life.
14. **Quality Assurance:** The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per applicable standards.
15. **LOGOGRAMS /Markings**
- Logogram means, wherever the context occurs, the design as given below:-

DESIGNS FOR LOGORAMS

Surgical and Sutures to be supplied with the following logogram and with the word “**Rajasthan Govt. Supply- Not for sale** निःशुल्क वितरण हेतु, **QC – Passed**” overprinted and the following logogram in which will distinguish from the normal trade packing. Name of surgical and sutures should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background. The sample can be subjected to any (or all) type of clinical/laboratory test, as is deemed fit by the Bid inviting Authority.



SPECIMEN LABEL FOR OUTER CARTON

RAJASTHAN GOVT. SUPPLY
NOT FOR SALE

Name of Surgical and Sutures

CONSTITUENTS OF.....

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

Net. Weight:.....Kg

Manufactured by:

The name of the product shall be mentioned in English and as well as in Hindi also, should be legible and be printed prominently. **A uniform colour theme and artwork will be necessary.** Apart from this “For Govt. of

Rajasthan – Not for Sale निःशुल्क वितरण हेतु, QC – Passed” alongwith logo of RMSCL will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Bids for the supply for Surgical & Sutures etc., shall be considered only if the Bidder gives undertaking in his Bid that the supply will be prepared and packed with the logogram printed on the labels as per the design .All containers have to be supplied in standard packing as required with printed logogram and shall also conform to the provisions of the Drugs & Cosmetics Act & Rules of Bureau of Indian Standards wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
2. Failure to supply Surgical and Sutures etc., with the logogram will be treated as breach of the terms of agreement, may attract penalty from bills payable as per conditions in Clause 19.2 Bidders who are not willing to agree to conditions above will be summarily rejected.
3. In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

16. PACKING

1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -15. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
2. It should be ensured that only first hand fresh packaging material is used for packing. All packaging must be properly sealed and temper proof.
3. All packing containers should be strictly conforming to the specification included in the relevant compendia of standards /BIS.
4. Packing should be able to prevent damages or deterioration during transit.
5. In the event of items of Surgicals supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the items of Surgicals for which the purchase orders

have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 14.8 and 17.3 & 18.9,19

SCHEDULE FOR PACKAGING OF SURGICAL & SUTURES GENERAL SPECIFICATIONS:-

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

CARRY STRAP:

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

LABEL:

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

OTHERS:

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

17. **QUALITY TESTING**

1. Sampling of supplies from each batch may be done at the point of supply or distribution/storage points for testing. (The samples may be sent to different empanelled laboratories for testing by the ordering authority after coding).
The RMSC will deduct a sum of 1.5% from the amount of bill payable to supplier on account of testing & handling Charges.
2. The Surgicals shall maintain the quality within the permissible level throughout the shelf life period of the surgicals. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is found to be of unacceptable/defective/contented/harmful or mis-branded, such batch/batches will be deemed to be rejected goods.
3. In the event of the samples of the Surgicals supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of Surgicals for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 20.
4. ***The supplier shall furnish to the purchaser the evidence of any requisite data for surgical when asked for. If there is any problem in the field the production record for the particular batch shall also be supplied when demanded.***
5. The domestic manufactured products should have ISI marked, for the items which are not ISI marked should at least conform to the standards of BIS where applicable for which laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol . In case, the product is not included in the said

compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported item respective countries standards shall be acceptable (even if the product is given in BIS); such products should be CE or US-FDA approved.

18. **PAYMENT PROVISIONS**

1. *No advance payment towards costs of Surgicals will be made to the Bidder.*
2. *On receipt of the **consolidated** invoices (Annexure-XIII) **duly stamped & signed by authorized signatory**, consignee receipt and analytical report regarding quality (Annexure-XIV), the payment would be made in 30 days.*
3. The in charge of District drug warehouse (DDW) will be required to acknowledge the drugs received & ensure entry in e- Aushdhi software online.
4. All bills/ Invoices should be raised in duplicate and in the case of excisable Surgical and sutures, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW.
 - a. In house test report of drug.
 - b. The challan / invoice copy pertaining to DDW, **without a,b the consignment will not be accepted at DDW.**
5. Payments for supply will be considered only after supply of 70% of items of Surgicals ordered in the Purchase Order PROVIDED reports of Standard Quality on samples testing received from Approved Laboratories of ordering authority.
6. If at any time during the period of contract, the price of Bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
7. (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price

structure price of the Surgicals approved under the Bid. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of essential Surgicals, as notified by the Govt., after the date of submission of Bid, the quantum of the price to the extent of reduction of excise duty of essential Surgicals will be deducted without any change in the basic price of the price structure of the Surgicals approved under the Bid.

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

8. (i) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (ii) The purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.
- (iii) **Extension in delivery period:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the Bidder has failed to supply:-
- (a) Delay upto one fourth period of the prescribed delivery period; 2.5%
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period; 5%
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period; 7.5%
 - (d) Delay exceeding three fourth of the prescribed delivery period. 10%

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

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

19. DEDUCTION IN PAYMENTS:

1. If the supply is received in damaged conditions it shall not be accepted.
2. All the Bidder are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Bid conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.8.

20. QUALITY CONTROL DEDUCTION&OTHER PENALTIES:

1. If the successful Bidder fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws his Bid after the intimation of the acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, contract will be cancelled, the Earnest Money Deposit(Bid Security) deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from blacklisting / **debarring** the supplier. (As per guidelines for blacklisting/ debarring at annexure VIII including amendment)
2. If the samples drawn from supplies do not conform to applicable standards/ specifications, the supplier will be liable for relevant action against it and the entire stock in such batch should be taken back by the supplier within a

period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD SURGICALS IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD Surgicals within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the Surgicals rejected till such destruction.

3. The supplier will not be entitled to any payment whatsoever for Items of Surgicals found to be of NOT OF STANDARD QUALITY (whether consumed or not consumed). On the basis of nature of failure, the product/supplier will be moved for Black Listing/debarring. (As per guidelines for blacklisting/ debarring at annexure VIII including amendment)
4. For supplies of Surgicals of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including blacklisting/ debarring at annexure VIII including amendment)
5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied Surgicals shall be final and binding.
6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per PDR Act or other rules.
8. Non performance of any contract provisions shall be examined and may disqualify the firm to participate in the future Bids.

9. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 14.8 Clause 16.5 & Clause 17.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted process incurred by the ordering authority in making such purchases from any other sources or from the open market or from any other Bidder 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 Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding**, in case of any dispute regarding all cases under Bid procedure or in any other non-ordinary situation and would be acceptable to all.
11. All litigations related to the supplier for any defaults will be done by Bid Inviting Authority and his decision will be final and binding.
21. **EMPANELMENT OF FIRMS**
- RMSC invites Applications from eligible Firms for Empanelment for supply of Drug and Medicines mentioned in Annexure- VII for one year. The empanelment would entitle a firm to participate in limited tenders floated by RMSC. Such situations may normally arise when the open tender for a Drug does not success and there is an urgency to purchase it, or when the L-1 bidder has failed to supply, or the rate contract of an item ceases to exist for any reason. The Bidder has to submit an undertaking in the format given at Annexure-X.**
- The empanelment can be renewed for the next one year term on payment of the empanelment fee as applicable at the time of renewal.**
22. **SAVING CLAUSE**
- (i) No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
- (ii) In case of Exigency, Purchase committee of RMSC may relax any condition of the Bid.*

23. **JURISDICTION**

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

24. **CORRECTION OF ARITHMETIC ERRORS:**

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

(i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.

(iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

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

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

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

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

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

(iii) However a bidder is bound to supply up to quantity indicated in bid document, considering the total production capacity & capacity dedicated to RMSC. Moreover, the

actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted and declared successful L-1 bidder. However, when the quantity of drugs the subject matter of procurement is very large may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity of drugs or when it is considered that the drugs being of critical and vital nature, in such cases, the quantity of drugs may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order.

27. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

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

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

i. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the RTPP Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

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

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

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

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

iv. *Appeal not to lie in certain cases*

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

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

v. ***Form of Appeal***

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

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

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

vi. *Fee for filling appeal*

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

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

vii. *Procedure for disposal of appeal*

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

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

Authority, as the case may be, shall,-

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

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

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

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

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

Any person participating in a procurement process shall-

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

b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

c) Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;

- f) *Not obstruct any investigation or audit of a procurement process;*
- g) *Disclose conflict of interest, if any; and*
- h) *Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.*

Conflict of interest:-

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

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

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

- a. Have controlling partners/shareholders in common; or*
- b. Receive or have received any direct or indirect subsidy from any of them; or c. Have the same legal representative for purposes of the Bid; or*
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or*
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or*
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or*
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.*

Managing Director
Rajasthan Medical Services Corporation

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

Bank Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Rajasthan Medical Services Corporation, Jaipur

Institute ID

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD

MM

YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Mobile No.

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

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

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

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

8/8/20

Cashier/Officer

Customer Copy

punjab national bank

DIST. NO.

Branch

Institute Name

Rajasthan Medical Services Corporation, Jaipur

Institute ID

RMSCJ - A/c No. 2246002100024414

Date of Deposit

DD

MM

YY

DETAILS OF THE SUPPLIER

Supplier Name

Tender Ref. No.

Type of Deposit

Mobile No.

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

Cash Deposit:

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

Cheque Deposit:

Chq No	Date of Chq	Name of Bank	₹	Ps

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

Amount (in words): ₹

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

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 on oath 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 machines 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

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.	2010-11	-
2.	2011-12	-
3.	2012-13	-
Total -		Rs. _____ Lakhs
Average turnover per annual	-	Rs. _____ Lakhs

Date:

Seal:

Siganture of Auditor/
Chartered Accountant
(Name in Capital)

AGREEMENT

This Deed of Agreement is made on this _____ day of _____ 2013 by M/s. _____ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at _____ and its Factory Premises at _____ (hereinafter referred to as “Supplier” which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Rajasthan Medical Services Corporation Ltd, represented by its Managing Director having its office at Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter referred to as “The Purchaser” which term shall include its successors, representatives, executors assigns and administrator unless excluded by the Contract) on the other part.

Where as the Supplier has agreed to supply to the Purchaser, the **Items** with specifications and at prices as mentioned below:-

(Without any Counter Conditions imposed by the supplier)

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

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

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

Services Corporation Ltd for the year 2013-2014, the instruction to Bidders, the conditions of Bidder, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the **Annual Rate Contract for** supply by the Supplier to the Purchaser of the Surgicals specified above at prices noted against each therein on the terms and conditions set forth in the Agreement.
- (b) This Agreement shall be deemed to have come into force with effect from the_____ and it shall remain in force for a period of one year that date with effect from.
- (c) The Bid quantity noted against each item in the schedule attached to Bid document indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser, **but shall not exceed the committed quantity/ dedicated capacity or as agreed upon by both parties later on after the execution of Agreement.** The Supplier shall make supplies of the Surgical & Sutures on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

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

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

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

NOTICE ETC, IN WRITING

3. All Certificates or Notice or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

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

BANKRUPTCY OF THE SUPPLIER

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

SERVING OF NOTICE ON SUPPLIER

6. All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.
7. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.
8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Govt. and the decision of the Govt. shall be final.

SUPPLIER

MANAGING DIRECTOR, RAJASTHAN
MEDICALSERVICES CORPORATION LTD.

Witness

Witness

1.

2.

PAGE NO:

1. Checklist – Annexure -V
2. Challan of EMD, tender fee and RISL fee and SSI certificate for exemption with Annexure-II
3. Documentary evidence for the constitution of the company / concern
4. Duly attested copy of manufacturing License and its renewal/ validity certificate
5. Duly attested copy of Product Permissions by the Licensing Authority for each and every product quoted
6. Duly attested copy of Import License, if imported.
7. Duly attested copy of Sale License, in the case of imported Items.
8. The instruments such as power of attorney, resolution of board etc.
9. Authorization letter nominating as responsible person of the Bidder to transact the business with Bid inviting Authority
10. Market Standing Certificate
11. Copy of record of import to establish 3 years market standing.
14. Annual Turnover Statement for 3 Years (Annexure-III)
15. Copies of balance sheet & profit loss account for three years
16. Sales Tax clearance certificate
17. Excise Registration Certificate

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

18. Declaration and Undertaking
(Annexure –VII)

	Yes		No	
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20. Under taking for empanelment
(Annexure-XI)

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

Declaration & Undertaking

(for :: F.02()/RMSCL/PROCUREMENT/S&S/NIT-4/2013/ Dated: 11/10/2013

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

I Name.....S/o.....Age.....Prop./Partner/Director/Power of attorney holder of firm M/s.....situated at (Complete address of Mfg. unit).....do here by declare on oath as follows:-

1. That the quoted product at Code Nos.....in the Bid, are manufactured/imported by us.
2. That the quoted products manufactured by us are of good quality and meet the applicable standards. No case is pending in any court regarding quality of quoted items.
3. That we have following Commitment of quantity in our plant at above address:-
[Ref. Clause No. 24(i)]

S. No.	Quoted item Code No. & Name of Drugs	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to RMSC in nos.	Annual Supply Commitment to RMSC in nos.	Estimated Bid Quantity as per Annexure VIII
1.						
2.						

4. That concern/company/firm does not stand blacklisted/banned/debarred on any ground by Bid Inviting Authority or Govt. of Rajasthan *or its departments* on the date of bid submission.
The concern/company/firm does not stand blacklisted/banned/debarred on the ground of *conviction by court of law or the products being found spurious or adulterated* by any other State /Central Government or *it's any agencies* (central Drugs procurement agencies).
5. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license. I have not

been convicted under the Prevention of Corruption Act; or under the Indian Penal Code 1860 or any, other law for the time being in force, for causing any loss of life or property, or causing a threat to public health as part of execution of a public procurement contract

6. That the quoted products comply with the standards as per the details given below:-

S.No.	Code No.	Name of the Item	Details of Standards
-------	----------	------------------	----------------------

7. That the quoted products are being manufactured and marketed since last three years.
8. That we have own in-house testing laboratory wherein all the tests required with respect to the quoted products are carried out.

9. That we have qualified staff, machines & equipments along with capacity to manufacture the above category of surgical items.

10. That we hereby confirm that we have deposited all the VAT/Sale Tax as on.....With the department No VAT/CST is due on M/s.....as on.....

11. That I will supply the items as per the designs **given in Bid clause no 14** and as per the instructions given in this regard.

12. That I/We have carefully read all the conditions of Bid in Ref.no. F.02()/RMSCL/PROCUREMENT/S&S/NIT-4/2013/249 Dated 04.10.2013 for Annual rate contract cum supply of Drug and Medicines For Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.

- 13.** I/We agree that the Bid Inviting Authority forfeiting the Earnest Money Deposit and or Security Deposit and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated after evaluation / at the time of inspection and not complying the conditions as per the applicable standards ***or at any time during the Bid process.***

- 14.** I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:

- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the

Bidding Document;

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

15. Our complete address for communication:- _____

E=mail address :- _____
Phone No./Mobile No.- _____

16 Bank detail for e banking :-

Name of account holder
Full name of Bank with Branch
A/c no. with full digits.....
IFSC code

17. Authorized/nominating person

Name:

Designation:-.....

Complete address for communication:-

.....
.....

E-mail address:-.....

Mobile No.....

Photograph of
Authorized/
nominating
person

(Name of Deponent & Signature)
Designation

Verification

I.....S/o.....(Designation)..... Affirm
on oath that the contents/information from para 1 to 17 as mentioned above, are true &
correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if
any information furnished by me as above is found wrong, false, forged or fabricated; the
Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and
the firm may be Debarred/Banned/ blacklisted / prosecuted for the same

(Name of Deponent & Signature)

Witness :- (Name, Address & Signature)

1

2

Annexure– VII
Clause 5.1 (b),10.2,10.3

SURGICAL ITEMS LIST with SPECIFICATIONS

S.No.	Code No.	Name of Item	Pack Size	Quantity
1.	S-3	Asepto Syringe with Transparent Bulb Sterile, 60 ml	Piece	2100
2.	S-40	Urine Collecting Bag, Disposable 2000ml	Unit	500000
3.	S-48	Corrugated Drainage Sheet, Sterile, Multichannel, with radio Opaque line, Single Use – All sizes	Each piece	3000
4.	S-81	Temporary Cardiac Pacing Wire (Electrode) Sterile ½ Cir, Tapercut, 26 mm; Reverse cutting 60mm	Sachet	9900
5.	S-82	Skin Graft Knife Blade (Sterile); and Handle (Watson modification of Humby's Knife and blade for it)	One pack each	2500
6.	S-85	Face Mask, Disposable	Piece	1500000
7.	S-86(a)	Surgical Cap, Disposable (For Surgeon)	Piece	300000
8.	S-86(b)	Surgical Cap, Disposable (For Nurse)	Piece	900000
9.	S-89	Disposable Sterile Surgical Rubber Gloves Size 8 Inches	Pair	776000
10.	S-90(a)	Latex examination gloves made of natural rubber latex. Non-Sterile, Ambidextous, AQL 1.5 Micro Textured Powdered with absorbable dusting powder USP. Extra Small	Dispenser Box of 100 Gloves	717000

RAJASTHAN MEDICAL SERVICES CORPORATION
GUIDELINES
FOR BLACKLISTING/DEBARRING OF
PRODUCT OR SUPPLIER/COMPANY

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

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

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

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

- 2.1 The successful Bidder fails to execute the agreement after being declared as L-1, L-2 or L-3 etc. to perform the obligations under the Bid conditions, EMD of such Bidder firm will be forfeited and firm will be liable for blacklisting/ debarring for a period of not less than 2 years or the period specified in Bid document.
- 2.2 The successful Bidder after entering into an agreement withdraw or fail to honour commitments as per Bid conditions, EMD of such Bidder firm will be forfeited and firm will be liable for 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 Bid condition from the date of purchase order and shall complete the supplies within stipulated delivery schedule 45/60 days as the case may be mentioned in Purchase Order or as stated in Bid condition.
- 3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the Bid documents. In the event of acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the Bid document.
- 3.3 If the supplier fails to execute the purchase order and informs RMSC about its inability to execute the order and non-compliance of the purchase order due to act of force majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.

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

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

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

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

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

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

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

4.6 If **three batches of a particular item** supplied under a Bid tenure by the supplier are declared as **Not of Standard Quality** during its entire shelf life by an empanelled lab or Govt. Lab in **test for assay and / or in any other parameter(s)** and if such failures are further confirmed by another empanelled lab or Govt. Lab during its entire shelf life, the particular item of the drug shall be liable for 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 Bid 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 Bids 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 Bids 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 Bid documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of land. RMSC will display names of such 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 force majeure.
- (ii) The meaning of 'Spurious drugs' or 'Adulterated Drugs' will be construed in strict sense under the provisions of Drugs & Cosmetics Act, 1940. For the purpose of 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 Of 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 Bid and in case of any overlapping, the Bid condition will prevail.

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

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

Before the.....

(First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official Address, if any:

(iii) Residential address:

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

(i)

(i)

i)

(i

ii

)

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:

.....

 (Supported by an affidavit)

7.

Prayer:

.....
 ..

 ..

Place

.....

Date

.....

Appellant's Signature

UNDERTAKING FOR EMPANELMENT

I Name.....S/o.....Age.....Prop./Partner/Director/Power of attorney holder of firm M/s.....situated at (Complete address of Mfg. unit)..... bearing license on Number..... do here by declare on oath as follows:-

1. That I have applied for empanelment for supply of Surgical and Sutures for the items I have quoted in the tender as enlisted in Annexure –VI
2. That I/We have carefully read all the conditions of Bid in Ref.no. F.02 ()/RMSCL/PROCUREMENT/S&S/NIT-4/2013/249 dated 04.10.2013 for supply Cum rate contract and empanelment for supply of Surgical and Sutures For Rajasthan Medical Services Corporation and accept all conditions of Bid, including amendments if any.
3. That I will be considered empanelled for the items which are declared technically responsive.
4. That I have deposited the required fees for empanelment.

Date

Name & Signature
with Seal

PERFORMANCE STATEMENT
(Attach Separate Sheet for each Item Quoted)

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

 Tender Quantity _____ Offered Quantity (as per capacity) _____

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

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

Certified true statement of Productions
 Signature & Seal of the Bidder

PROFORMA FOR SUBMISSION OF SURGICAL / SUTURE SAMPLES

Tender No. _____

Name of Bidder _____

Address _____

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

Station :

Signature and Seal

Date :

[illegible]

Authorised Signatory

Analytical Report Regarding Quality

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

**Authorised
Signatory**

Security form (Bank guarantee)

To

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

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract (Letter of Acceptance) No.....dated.....2013 to supply.....(Description of Goods) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you a bank Guarantee from a Scheduled Bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the said Contract and/or any other contract or for set off any other dues pending against the supplier, without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....day of.....2015.....

Signatures and Seal of Guarantors

Date.....

Address:.....

.....

Note:- The validity of bank guarantee should be for 24 months from the date of issuance of Bank Guarantee.