. No.: F.02(55)/RMSCL/ED (P) EMPANELMENT/DTL/NIT-5/2013/773 dated 2.7.2013

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,
rmsc.drugprocurement@yahoo.in

E-BID FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS FOR THE YEAR 2013-14 to 2014-15 (Ending on 31.3.2015)

!! सर्वे सन्तु निरामयाः!!

LAST DATE OF SUBMISSION OF ONLINE BIDS: 23.7.2013 Upto 1:00 PM

Ministry of Health & Family Welfare
Government of Rajasthan
RMSCL
"Mukhyamantri Nishulak DavaYojana"
'D' Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India
Tel No: 0141-2228066, 2228064, E-mail: rmsc@nic.in

Ref. No.: F.02(55)/RMSCL/ED (P) EMPANELMENT/DTL/NIT-5/2013/773 dated 2.7.2013

Notice Inviting E-Bids

E-bids are invited upto 1.00 PM of 23.7.2013 from approved Drugs Testing Laboratories situated in the state of Gujarat, Rajasthan, M.P., Haryana, Maharashtra, Himachal Pradesh and NCR of Delhi, for analysis of Drugs for the year 2013-14 to 2014- 15. 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. , www.rmsc.nic.in and may be downloaded from there.

Executive Director (Procurement)
RMSCL

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

RAJASTHAN

E-BID FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS FOR THE YEAR 2013-14 to 2014-15 (Ending on 31.3.2015)(Ending on 31.3.2015)

Bid Reference:		F.02(55)/RMSCL/ED (P) EMPANELMENT/DTL/NIT-5/2013/773 dated 2.7.2013
Pre- bid conference		: **8.7.2013 at 11.00 A.M.** (RMSC meeting Hall)
Date and time for downloading bid document	:	**3.7.2013 from 3.00 PM**
Last date and time for Downloading bid document	:	22**.7.2013 at 6.00 PM**
Last date and time of submission of online bids	:	**23.7.2013 at 1.00 PM**
Date and time of opening of Online technical bids	:	**23.7.2013 at 2.30 PM**
Cost of the Bid Document	:	**Rs. 2000/-**
RISL Processing Fees	:	**Rs. 1000/-**
EMD	:	Rs. 20000/-

RAJASTHAN MEDICAL SERVICES CORPORATION LTD.
RAJASTHAN

E-BID FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS FOR THE YEAR 2013-14 to 2014-15 (Ending on 31.3.2015)

"CONFIDENTIALITY IS THE ESSENCE OF THIS BID"

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

a) E-Bids [In Two Separate Bids (Technical Bid & Price Bid)] Will Be Received Till 1.00 PM on 23.7.2013 By The Rajasthan Medical Services Corporation Ltd, For The Empanelment Of Analytical Testing Laboratories For The Test And Analysis Of DRUGS For The Year 2013-14 To 2014-15 (Ending on 31.3.2015)

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 period of 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 for downloaded from the website, EMD as applicable in Bid condition no. **6** and processing fee of Rs.1000.00 of R.I.S.L. through three separate prescribed challans (***format enclosed in Annexure- I)*** in any branch of the Punjab National Bank Account no. 2246002100024414 throughout country upto 22.07.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL (tender fees and EMD), MD, RISL (tender procession fees) physically in the office of RMSC by 1.00 PM on 23.07.2013. 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.

2 Eligibility Criteria for Empanelment :-

(1) Drug Testing Laboratories should have valid Approval for carrying out test on drugs under the Drugs and Cosmetics Act, 1940 and Rules thereunder, with

three years standing in the test & analysis and the lab shall be entitled for empanelment for the categories of items for which lab is having approval. Bid is invited from approved Drugs Testing Laboratories situated in the state of Gujarat, Rajasthan, M.P., Haryana, Maharashtra, Himachal Pradesh and NCR of Delhi.

(2) The laboratory should be GLP compliant under the provisions of Drugs and Cosmetics Act, 1940 and Rules thereunder and should hold schedule L-1 certificate or should have NABL accreditation with proper scope of accreditation to undertake testing of drugs, surgical and sutures.

(3) The laboratory should have an average annual turnover of not less than **Rs. 50 Lakhs towards drug, surgical and sutures testing services** for past preceding three years (2010-11, 2011-12, 2012-13).

(4) The lab should have undertaken test and analysis of drugs and supplies of similar nature of at least three government institutions/corporation/reputed manufacturers of drug formulations.

(5) The lab should not stand banned / debarred or blacklisted by any State **or** Central Government Organizations or its central procurement agencies on the due date of bid submission.

(6) The laboratory and its responsible persons should not have been convicted under the provisions of applicable laws with regard to the activities and conduct of the laboratory.

(7) The laboratory should have all necessary instruments/equipments/machines for testing of drugs with minimum three functional HPLC's.

3 **TECHNICAL BID**

The Bidder must furnish the following in technical bid.

(a) Bidders are allowed the option to quote for anyone item or more items as mentioned in bid (list of medicines proposed to be testing at **Annexure-VII)**. **The bidder has to mentioned type of test for each item to be carried out by him, the filled up annexure VII to be submitted with technical bid.**

(b) The bidders shall submit/upload scanned copy of all the challans in Technical Bid deposited for Bid fees, RISL processing fee and Earnest

Money, in case deposited in any branch of PNB throughout country. 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 procession fees).

c) Attested Photocopy of Analytical approval duly renewed up to date, issued by the State Licensing Authority.

d) Compliance of Schedule L-1 of Drugs & Cosmetics Rules, 1945 (GLP certificate)/Copy of NABL accreditation with scope for testing of drug formulations.

e) Documentary evidence of having analysed Drugs for the last three years with a statement in the proforma as given in **Annexure III**.

f) Attested copy of certificate of registration for service tax.

g) Non- Conviction Certificate by the State Licensing Authority/ competent authority .

h) ***Annual turnover statement for 3 year i.e. 2010-11 , 2011-12 and 2012-13 certified by the practising Chartered Accountant.***

i) Copies of the Balance Sheet and Profit and Loss Account for three years i.e. 2010-11 , 2011-12 and 2012-13 duly certified by the practicing Chartered Accountant.

j) The following information in the form given **in Annexure IV (a) to IV(d).**

a) The list of qualified personnel employed in the laboratory with proof of their qualifications and relevant approvals.

b) The list of sophisticated instruments available in the laboratory.

c) Micro Biological facilities available in the laboratory.

d) List of Reference Samples along with their date of procurement and quantities.

e) In the case of Non- Pharmacopoeial Products the Method of Analysis Should be appended to the Report, especially if the sample is declared as "not of standard quality".

k) A declaration in the proforma given in Annexure V duly signed and Notarized.

l) Details of Laboratory in Annexure – VI.

m) A copy of PAN issued by Income Tax Department.

4 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). **BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only**. **The bidder should quote rate for the complete tests as applicable to the item. The rate for sterility test for sterile products should also be coated separately at S.No. of BOQ.**

5 OPENING OF TECHNICAL AND FINANCIAL EVALUATION

1. There after the Bidders found eligible as stated above on the basis of the examination on technical bid, the financial bid will be opened and after scrutiny thereof, including inspection of the laboratory, if required, the acceptable rates for analysis will be decided and communicated.

6 EARNEST MONEY DEPOSIT

The Earnest Money Deposit shall be Rs. 20,000/- 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 up to 22.07.2013 or through D.D. / bankers cheque in favour of M.D. RMSCL physically in the office of RMSC by 1.00 PM on 23.07.2013. Earnest Money Deposit in any other form will not be accepted.

The Bids submitted without sufficient EMD will be summarily rejected. The EMD will be forfeited, if the Bidder withdraws its Bid after last time & date fixed for receiving bids or in the case of a successful Bidder, if the Bidder fails within specified time to sign the contract agreement or fails to furnish the security deposit.

7 GENERAL CONDITIONS

1. The details of the Drugs, to be analysed shall be given in **Annexure VII**.
2. The Bidder should quote the rates for complete analysis of each product and name of test to be performed, methodology to be used for each test should be mentioned in **Annexure-VII**. However wherever rates for individual test are demanded, they should be furnished accordingly in BOQ. Wherever test are prescribed and their name and methodology for testing are not stated, such lab will not be considered responsive testing for such item.
3. The rates quoted should be exclusive of taxes.
4. The rates quoted and accepted will be binding on the Bidder for the stipulated period and on no account any revision will be entertained till the completion of the BID period.
5. Analytical Laboratory, which also has its manufacturing activity, if empanelled by RMSC, then Samples of its own manufacturing unit shall not be sent to its empanelled laboratory for testing.
6. The laboratory will not be permitted to outsource any test from other laboratory.
7. RMSCL shall have the right to cause the laboratory to be inspected by the members of its technical committee before opening of price bid and subsequently as and when considered appropriate and based on the finding, the Bidder may be disqualified or de-empanelled, as the case may be.

8. ACCEPTANCE OF BID

1. The Bid evaluation committee formed by Managing Director, Rajasthan Medical Services Corporation Ltd. will evaluate the Bid with reference to various criteria.

2. The Managing Director, Rajasthan Medical Services Corporation Limited reserves the right to accept or reject any BID for any one or more of the items Bided for, without assigning any reason.

9. AGREEMENT

1. The agreement with empanelled laboratories will remain valid up to 31.03.2015. This may be further extended for a further period of three months with mutual consent.

2. All Bidders who are empanelled will have to execute an agreement on a non- judicial stamp paper of value **Rs. 1000 /-** (Stamp duty to be paid by the Bidder), in favour of Managing Director, Rajasthan Medical Services Corporation Limited Jaipur within 15 days from the date of receipt of the intimation to them informing that their BIDs have been accepted. The form of agreement will be issued by RMSCL.

3. 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.

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

10. PERFORMANCE SECURITY

1. The successful Bidders shall be required to pay a security deposit of **Rs.50,000/-** ***in the form of demand draft*** at the time of execution of the agreement. **Performance security will be refunded three month after expiry of rate contract subject to successful completion of services.**

11. COMPLETE ANALYSIS & REPORTING CONDITIONS

1. (a) On empanelment and entrustment of the job, the Analytical Laboratory should furnish the test reports within:

I. 10 days from the receipt of the sample in case of Tablets, Capsules, Pessaries, Ointments, Powder and Liquid Oral Preparations (non – sterile products)

II. 21 days from the receipt of the sample in the case of I.V. Fluids and injectables and other items requiring test for sterility.

b) All the tests mentioned in IP/BP/USP/Drugs & Cosmetics Act. etc., (as the case may be) should be carried out for each and every sample. The results obtained in the test should be mentioned in numerical value (wherever possible). However this condition will not apply when only specific testing is

called for/desired on any particular sample.

c) **"COMPLIES" or "PASSES" in the result column of the report is treated as incomplete report, if the result has some numerical value.**

d) **Every test report must have remarks either as "Standard Quality" or "Not of Standard Quality". Any ambiguity/cutting in reports will not be accepted (clear mention of "standard quality or not of standard quality" should be stated in bold letters and crossing/cutting of one of these will not be accepted).**

e) Reports should be in A4 size (8.27" X 11.69") paper of good quality.

f) Report should be issued on form 39 and should have S. no. , name of drug sample, code no., batch no., mfg. date, exp. date, description of tests, protocol of test specified & applied, findings & results obtained and should be signed by person-in-charge of testing. In case of Not of Standard Quality Reports the final results and reason for failure should be highlighted by pink / red highlighters.

g) Reports should be attached along with Spectra / Chromatography data sheets, if applicable and it will be considered incomplete if spectra or chromatograms are not attached.

2. All test reports of each batch of sample should be submitted to the RMSC in triplicate. In case of failure of a sample, the result should be communicated immediately to the Executive Director (Q.C.) through phone / E-mail and the report should be sent alongwith protocol.

3. If in any circumstances (like break down of instrument, non-availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for a sample, the same should be reported within 24 hours of receipt of such a sample by phone or E-mail and the sample should be returned to the Executive Director (Quality Control), Rajasthan Medical Services Corporation Limited, Jaipur after taking necessary telephonic or mail consent. In case of inability of laboratory to undertake the testing, a penalty of 25% of testing charges applicable for that product / products will be recovered.

4. If placebo or standard test procedure of any product is required the same should be demanded within 48 hours with return request. Period lapsed/taken in providing placebo or standard testing procedure will be condoned from prescribed time limit for that sample.
5. If any sample is received in a damaged condition by the laboratory, the sample should not be analyzed and the information should be sent immediately to the E.D. (Quality Control), Rajasthan Medical Services Corporation Limited Jaipur by Fax or E-mail.
6. The Managing Director, Rajasthan Medical Services Corporation Limited or his authorized representative(s) has / have the right to inspect the laboratories of the Bidders who have submitted BIDs, before taking any decision regarding empanelment. Similarly, the Managing Director, Rajasthan Medical Services Corporation Limited or his authorized representatives may also inspect any empanelled laboratory, at any point of time during the continuance of the BID and terminate / cancel its empanelment or any orders issued to the laboratory, not to entrust any further testing job to the laboratory based on facts brought out during such inspections.

12. PAYM ENT PROVISIONS

1. No advance payment towards any analysis will be made to the empanelled Bidder.
2. No payment will be made for the incomplete analysis or incomplete report. Deliberate omission of any critical test will be viewed seriously and shall invite action against the laboratory as deemed fit by RMSCL.
3. Payments towards the analysis of Drugs will be made as per approved rate plus tax on it will be along with Tax at the prevailing rate as applicable at the time of payment.

13. PENALTIES

1. If the successful Bidder fails to execute the agreement and payment of security deposit within the time specified or withdraws the BID after intimation of the acceptance of the BID has been sent to or owing to any other reasons, he is unable to undertake the contract, the empanelment

will be cancelled and the Earnest Money Deposit deposited by the Bidder shall stand forfeited in favour of the Rajasthan Medical Services Corporation Limited. Such Bidder(s) will also be liable for all damages sustained by the Rajasthan Medical Services Corporation Limited due to of breach of BID conditions. Such damages shall be assessed by the Managing Director, Rajasthan Medical Services Corporation Limited whose decision shall be final.

2. Non performance of any BID or empanelment conditions will disqualify a laboratory to participate in the BID for the period as decided by RMSCL.

3. If it is revealed that the analytical Laboratory is involved in any form of fraud and collusion with the suppliers of Rajasthan Medical Services Corporation Limited, the Analytical Laboratory will be black listed for a period considered suitable. The Bidders shall also be liable for action under criminal law and the matter will be notified to the concerned Director of Drugs Control for suitable action against them under Drugs & Cosmetics Act & Rules.

4. The Managing Director, Rajasthan Medical Services Corporation Limited will be at liberty to terminate without assigning any reasons, the empanelment of any laboratory either wholly or in part at one month's notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.

5. In all matters pertaining to the BID, the decision of the Managing Director, Rajasthan Medical Services Corporation Limited shall be final and binding.

6. (i)If the laboratory requires an extension in time for submission of test report, 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 ***furnishing the test report***.

   (ii)The Executive Director (QC)/ ADC (QC) may extend the testing period with or without liquidated damages in case they are satisfied that the delay in the

submission of test reports is on account of any hindrances, he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of submission of report. Reasons shall be recorded.

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

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

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

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

(d) Delay exceeding three fourth of the prescribed testing period; 10%

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

(iv) If, at any time during the continuance of this Agreement, the ***laboratory*** has, in the opinion of the Purchaser, delayed in submitting any test report, by the reasons of any riots, mutinies, wars, fire, storm, earthquakes, tempest or other exceptional cause, on a specific request made by the laboratory, the time for submitting test report may be extended by the ***RMSCL*** purely at his discretion for such period as may be considered reasonable. No further representation from the ***laboratory*** will be entertained on this account.

14. 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.

15. GRIEVANCE REDRESSAL DURING EMPANELMENT 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. Filling an appeal

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

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of

Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

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

iv. Appeal not to lie in certain cases

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

(a) Determination of need of empanelment;

(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 empanelment process;

(e) Applicability of the provisions of confidentiality.

v. Form of Appeal

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

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

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

vi. Fee for filling appeal

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

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

vii. Procedure for disposal of appeal

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

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

Authority, as the case may be, shall,-

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

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

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

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

16. <u>COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:</u>

Any person participating in a empanelment 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.

17. 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 hired0 by the Procuring Entity as engineer-in0chage/ consultant for the contract.

18. JURISDICTION

1. In the event of any legal dispute arising out of the BID such dispute would be subject to the jurisdiction of the Civil courts within the city of Jaipur only.

Managing Director
Rajasthan Medical Services Corporation

Annexure - 1

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

Mobile No.

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 0 - 0 0

Total amount ₹ - -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

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

Mobile No.

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 0 - 0 0

Total amount ₹ - -

Amount (in words): ₹ _____

Name of the Depositor

Signature

Address for communication

For Bank use only

Acknowledgement

Cashier/Officer

ANNEXURE- II
Ref. Clause No. 2 (3), 3(h)

ANNUAL TURN OVER STATEMENT

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

S.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)

ANNEXURE III
Ref. Clause No: 3 (e)

PROFORMA FOR PERFORMANCE STATE MENT
(for a period of last 3 years)

Name of the Laboratory : _____

Address:_____

_____

Types of Samples Analysed No. of Samples Analysed during

(2010-2011, 2011-12 & 2012-13)

01. Tablets / Capsules / Pessaries/Dry Powders

02. Injectables

03. Liquid Preparations

04. Ointments / Creams / Gels

05. Others (Drugs)

06. Surgicals (Specify item names)

07. Sutures (Specify types)

08. Implants

09. Devices

Signature :

Date :

Name of the Lab :

Office Seal :

ANNEXURE – IV (a)

Ref. Clause No: 3 (j) (a)

PERSONNEL IN QC DEPARTM ENT

Name of the Technical Staff approved by State Licensing Authority along with his Designation, Highest Qualification, Experience (Experience relevant to analysis of drugs/surgical/sutures)

Signature :

Date :

Nam e of the Lab :

Office Seal :

ANNEXURE – IV (b)
Ref. Clause No: 3(j) (b)

LIST OF SOPHISTICATED EQUIPMENT/INSTRUMENT/APPARATUS AVAILABLE IN THE LAB

S.No.	Name of the Equipment Instruments / Apparatus	Make & Description	Date of Installation	Date of last Validation	Approved for testing of drugs from State licensing Authority since……..

Signature :

Name of the Lab :

Date :

Official Seal:

ANNEXURE – IV (C)
Ref. Clause No: 3(j) (c)

FACILITIES IN THE MICROBIOLOGICAL SECTION

I. LIST OF STOCK CULTURES AVAILABLE

II. LIST OF EQUIPMENT / APPARATUS AVAILABLE WITH DATE OF INSTALLATION, make and approval from State Licensing Authority to permit microbiological testing in the Lab.

Signature :

Name of the Lab :

Date :

Official Seal:

ANNEXURE – IV (d)
Ref. Clause No: 3(j) (d)

LISTOF REFERENCES SAMPLES ALONG WITH THEIR DATE OF PROCUREMETN AND QUANTITIES

Signature :

Name of the Lab :

Date :

Official Seal:

Affidavit
(on Non Judicial Stamp of Rs.100/-)

ANNEXURE – V
Ref. Clause No: 3(k)

DECLARATION FORM

1. I (Name of the Bidder) S/O_____, Age_____, resident of_____, am proprietor /Partner/Director having our office at_____ and the approved drug testing laboratory at_____do hereby declare that I have carefully read all the conditions of BID of Rajasthan Medical Services Corporation Ltd., Jaipur, for the BIDs floated for empanelment of approved drugs testing laboratories for analysis of drugs. for the year 2013-14 and 2014-15 (ending on 31.03.2015) and shall abide by all the conditions set forth therein.
2. I further declare that I possess valid approval for testing of all the drugs/surgicals & sutures for which Price Bid have been submitted by me/us in Cover B and permission on Form 37 have been obtained for testing of these items from State Licensing Authority where ever applicable.
3. That the approval to test drugs/surgical & sutures have been obtained on Form 37 bearing No._____which is valid/renewed up to_____.
4. That the Bidder firm is a proprietorship/Partnership/Pvt. Ltd./ltd. firm and following are the other partners/directors:-

S.No.	Name of Partner/Director	Age	Present & Permanent Address

5. That our laboratory/Firm/Company does not stand blacklisted /debarred or banned on any ground either by Bid Inviting Authority or Govt. of Rajasthan on the date of bid submission.

Our laboratory/Firm/Company also does not stand blacklisted, debarred or banned on the ground of quality of the products supplied or on the ground of submission of fake or forged documents or false information / facts, by any State or Central Government or by its central drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.

6. That i/we have carefully read all the conditions of bid in ref. No. F.02(55)/RMSCL/ED (P) EMPANELMENT/DTL/NIT-5/2013/773 dated 2.7.2013 for the empanelment of analytical testing laboratories for the test and analysis of DRUGS for the year 2013-14 to 2014-15 (Ending on 31.3.2015) for rajasthan medical services corporation and accept all conditions of bid, including amendments if any.
7. I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012. that:
    a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
    b. 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. l/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
8. Our complete address for communication:- ----------

    ---

9. E=mail address :- ----------

10. Bank detail for e banking :-

    Name of account holder ……

Full name of Bank with Branch ……

A/c no. with full digits……..

IFSC code ……..

(Deponent)

Signature :

Date :

Name of the Lab :

Office Seal :

Verification

I……..S/o……(Designation)……. Affirm on oath that the contents/information from para 1 to 10 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 and forfeiting the earnest money deposit and or performance security, for which I shall be solely responsible and the laboratory / firm may be Debarred/Banned/ prosecuted for the same

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

ANNEXURE – VI
Ref.Clause No: 3 (l)

DETAILS OF LABORATORY

1. Name of the Laboratory & Full Address :

   Phone No (landline) :

   Fax :

   E-mail :

2. Other Branches & their Address (if any) :

3. Whether the firm has it own manufacturing unit? :

   If yes give details of address, license number etc.

4. Date of Inception :

5. Approval No. & Date :

6. Issued by :

7. Valid up to :

8. Schedule L-1 certificate its no. and date of issue :
9. (i) NABL Accreditation no. & date
   (ii) Scope of Accreditation
   (iii) Its validity.
10. Name of the authorized signatory :

11. Specimen Signature of the authorized Signatory :

12. Names & Specimen Signatures of the Approved technical Staff who are authorized to sign the test reports :

ANNEXURE –VII
Ref: Clause no. 3 (a),7(1)

S.N.	Code No.	Name of item with specification	Test proposed to be carried out	Remark
1.	239	Mantoux Fluid (Tuberculin PPD IP)		
2.	242	VDRL Antigen (with +ve and -ve control) / RPR Slide Kit		
3.	276	Ranitidine HCL Injection IP 50mg/2ml		
4.	277	Ranitidine Tablets IP 150mg Film Coated		
5.	378	Dextrose Injection IP 25 % w/v		
6.	396	Vitamin –A Capsule USP, Soft Gelatin Capsule contains Vit-A 2 lac units		
7.	397	Vitamin – B complex tablet NFI (prophylactic) B1- 2mg, B2- 2mg, B6- 0.5mg, Niacinamide 25mg, Calcium pantothenate 1mg (With appropriate overages)		
8.	422	Tropicamide eye drop IP 1%		
9.	433	Ranitidine Tablets IP 300 mg Film Coated		
10.	488	Iron Sucrose Injection 20 mg/ml		
11.	489P	Iron and Folic Acid Tablets Enteric Coated Dried Ferrous Sulphate IP equivalent to Ferrous iron 100 mg Folic acid 0.5mg		
12.	490P	Iron and Folic Acid Tablets Enteric Coated Dried Ferrous Sulphate IP equivalent to Ferrous iron 30 mg Folic acid IP 250mcg		
13.	491	Sevoflurane		
14.	492	Aceclofenac and Paracetamol Tablets (Aceclofenac 100 mg and Paracetamol 325 mg)		
15.	493	Diclofenac Gel: Diclofenac diethylamine 1.16% , Methyl salicylate 10% , Linseed oil 3% and Menthol 5%		
16.	494	Etoricoxib Tablets 60 mg		
17.	495	Etoricoxib Tablets 120 mg		
18.	496	Mefenamic Acid Tablets BP 500 mg		

19.	497	Anticold syrup: Each 5 ml contains Phenylephrine Hydrochloride 2.5mg , Chlorpheniramine maleate 1 mg, and Paracetamol 125 mg		
20.	498	Cetirizine, Phenylephrine & Paracetamol Tablets Cetirizine 5 mg, Phenylephrine 10 mg & Paracetamol 325 mg		
21.	499	Cetirizine syrup IP 5 mg/ml		
22.	500	Acetylcystine Solution USP (Injection) 200 mg/ml		
23.	501	Activated Charcoal Tablet 250 mg		
24.	502	Acyclovir Intravenous Infusion IP 250 mg		
25.	503	Acyclovir Intravenous Infusion IP 500 mg		
26.	505	Amoxicillin and Potassium Clavulante Injection IP 600 mg		
27.	506	Amoxicillin and Potassium Clavulante Injection IP 1.2 gm		
28.	507	Amoxicillin and Potassium Clavulante Oral Suspension IP 200 mg + 28.5 mg per 5 ml		
29.	508	Artesunate Injection 60 mg		
30.	509	Aztreonam Injection USP 500 mg		
31.	510	Cefepime Injection IP 500 mg		
32.	511	Cefixime Oral Suspension IP 25 mg/ ml (Paediatric Drops)		
33.	512	Cefuroxime Axetil Tablets IP 250 mg		
34.	513	Clindamycin Capsules IP 150 mg		
35.	514	Clindamycin Capsules 300 mg		
36.	515	Levofloxacin Tablets IP 250 mg		
37.	516	Linezolid Tablets IP 600 mg		
38.	517	Linezolid Injection 200mg/100ml		
39.	518	Mefloquine Tablets IP 250 mg		
40.	519	Metronidazole & Norfloxacin suspension 100 mg+ 100 mg per 5ml		
41.	520	Ofloxacin and Ornidazole Tablets [Ofloxacin 200 mg and Ornidazole 500 mg]		
42.	521	Ofloxacin Infusion IP 200mg / 100 ml (in NaCl Inj)		
43.	522	Pyrimethamine and Sulphadoxine Tablets IP [Pyrimethamine 37.5 mg and Sulphadoxine 750 mg]		
44.	523	Vancomycin for Intravenous Infusion IP 500 mg		
45.	524	Vancomycin for Intravenous Infusion IP 1 g		

46.	525	Alpha Interferon Injection (Interferon Alpha-2 concentrated Solution IP) 3 Million Unit		
47.	526	Carboplatin Injection 150 mg USP/ BP		
48.	527	Carboplatin Injection 450 mg USP/ BP		
49.	528	Cisplatin Injection IP 10 mg/10 ml		
50.	529	Dacarbazine Injection 500 mg USP/ BP		
51.	530	Filgrastim Injection (Granulocyte Colony Stimulating Factor) 300 mcg		
52.	531	Gemcitabine for Injection USP 200 mg		
53.	532	Gemcitabine for Injection USP 1gm		
54.	533	Ifosfamide Injection USP/ BP 1 gm		
55.	534	Imatinib Tablets 400 mg		
56.	535	Mesna Injection 200 mg		
57.	536	Methotrexate Tablets IP 10 mg		
58.	537	Mitomycine for Injection USP 10 mg		
59.	538	Oxaliplatin Injection USP 50 mg		
60.	539	Bromocriptine Tablets IP 1.25 mg		
61.	540	Bromocriptine Tablets IP 2.5 mg		
62.	541	Betahistine Tablets IP 8 mg		
63.	542	Betahistine Tablets IP 16 mg		
64.	543	Cinnarizine Tablets IP 25 mg		
65.	544	Cinnarizine Tablets IP 75 mg		
66.	545	Tranexamic Acid Tablets BP 500 mg		
67.	546	Warfarin Sodium Tablets IP 5 mg		
68.	547	Adenosine Injection USP 6 mg/2ml		
69.	549	Clopidogrel and Aspirin Tablets Clopidogrel 75 mg and Aspirin 75 mg		
70.	550	Fenofibrate Capsules IP 200 mg		
71.	551	Isoprenaline Injection IP 2mg / ml		
72.	552	Metoprolol Tablets IP 25 mg		
73.	553	Metoprolol Succinate Extended Release Tablets USP 50 mg		
74.	554	Noradrenaline Injection IP 2 mg/ml		
75.	555	Prazosin Tablets (Extended Release) 2.5 mg		
76.	556	Telmisartan Tablets IP 40 mg		
77.	557	Urokinase Injection 5 Lac Unit (Lyophilized)		
78.	558	Betamethasone Dipropionate Cream IP 0.05%		
79.	559	Betamethasone Lotion IP 0.05%		
80.	560	Clindamycin Phosphate Gel USP 1%		

81.	561	Clobetasol Propionate Cream USP/ BP 0.05%		
82.	562	Coal tar 4.25% and Salicylic Acid 2% Solution		
83.	563	Dithranol Ointment IP 0.5%		
84.	565	Ketoconazole cream 2%		
85.	566	Neomycin sulphate and Bacitracin ointment USP 5 mg + 500 IU/gm		
86.	567	Permethrin Lotion 1%		
87.	568	Permethrin Lotion 5%		
88.	569	Permethrin Cream 5%		
89.	570	Tretenoin cream USP 0.025%		
90.	574	Spironolactone Tablets IP 50 mg		
91.	575	Finasteride Tablets IP 5 mg		
92.	576	Tamsulosin HCl Tablets 0.4 mg		
93.	577	Terazosin Tablets USP 1 mg		
94.	578	Terazosin Tablets USP 2mg		
95.	579	Flavoxate Tablets USP/ BP 200 mg		
96.	580	Chlorhexidine Mouthwash BP 0.2% / Chlorhexidine Oral Rinse USP 0.2%		
97.	581	Dental Gel: Choline salicylate 8.7%, Benzalkonium Chloride 0.01%, Lignocaine HCl 2% (flavoured gel base)		
98.	582	Tooth Gel : Sodium Monofluorophosphate 0.7% and Potassium Nitrate 5% (in flavoured base)		
99.	583	Gum Paint containing Tannic acid 2%, Cetrimide 0.1% , Zinc Chloride 1%		
100.	584	Metronidazole 1% and Chlorhexidine gluconate 0.25% Gel		
101.	585	Ciprofloxacin 0.3% and Dexamethasone 0.1% Ear Drops Ciprofloxacin and Dexamethasone Otic Suspension USP		
102.	586	Clotrimazole 1% with Beclomethasone Dipropionate 0.025% Ear Drops		
103.	587	Clotrimazole 1% with lignocaine 1% Ear Drops		
104.	588	Neomycin, Polymixin B and Hydrocortisone Ear Drops [Neomycin sulphate 3400 IU, Polymixin B Sulphate 10000 IU, and Hydrocortisone 10 mg per ml] Neomycin and Polymixin B Sulfate and Hydrocortisone Otic Solution USP		
105.	589	Ceruminolytic Drops (Wax dissolving ear drops): Paradichlorobenzene 2% , Benzocaine 2.7% , Chlorbutol 5% , Turpentine oil 15%		
106.	590	Domperidone Oral Drops 10 mg/ ml		

107.	591	Drotaverine & Mefenamic Acid Tablets Drotaverine 80 mg and Mefenamic Acid 250 mg		
108.	592	Lactic Acid Bacillus Tablets 60 million spores		
109.	593	Lactulose solution USP/ BP 10gm/15ml		
110.	595	Ondansetron Orally Disintegrating Tablets IP 4 mg		
111.	596	Pantoprazole 40 mg and Domperidone 30 mg SR Capsules Pantoprazole as enteric coated pellets, and Domperidone as sustained release pellets		
112.	597	Ursodeoxycholic Acid Tablets BP 300 mg		
113.	598	Allopurinol Tablets IP 100 mg		
114.	599	Hydroxychloroquine Sulphate Tablets USP/ BP 200 mg		
115.	600	Leflunomide Tablets USP 10 mg (Film coated)		
116.	601	Leflunomide Tablets USP 20mg (Film coated)		
117.	602	Sulfasalazine Delayed Release Tablets USP / Gastroresistant Sulfasalazine Tablets BP 500 mg		
118.	603	Gliclazide and Metformin Tablets Gliclazide 80 mg and Metformin Hydrochloride 500 mg		
119.	604	Glucagon for Injection USP 1 mg/ml		
120.	605	Medroxyprogesterone acetate Tablets IP 10 mg		
121.	606	Testosterone Propionate Injection IP 25 mg/ 1ml		
122.	608	Octreotide Injection 50 mcg/ml		
123.	609	Chlorzoxazone Tablets USP 250 mg		
124.	610	Chlorzoxazone, Diclofenac sodium & Paracetamol Tablets [Chlorzoxazone 250 mg, Diclofenac sodium 50 mg & Paracetamol 325 mg]		
125.	611	Betaxolol Ophthalmic Solution USP / Betaxolol Eye Drops, Solution BP 0.25%		
126.	612	Betaxolol Ophthalmic Solution USP / Betaxolol Eye Drops, Solution BP 0.5%		
127.	613	Carboxymethylcellulose Sodium Lubricant Eye Drops 0.5%		
128.	614	Phenylephrine Hydrochloride Ophthalmic Solution USP / Phenylephrine Eye Drops BP 5%		
129.	615	Mifepristone Tablets 200 mg		
130.	616	Formoterol Fumerate and Budesonide Powder for Inhalation IP 6 mcg + 200 mcg		
131.	617	Budesonide Powder for Inhalation BP 200 mcg		
132.	618	Ipratropium Powder for Inhalation IP 40 mcg		
133.	619	Terbutaline Tablets IP 2.5 mg		

134.	620	Xylometazoline Nasal Drops IP 0.1%		
135.	621	Sodium Chloride Injection IP		
136.	622	Calcium Carbonate & Vitamin D3 Tablets [Elemental Calcium 500 mg, Vitamin D3- 250 IU] Calcium with Vitamin D Tablets USP / Calcium and Colecalciferol Tablets BP		
137.	623	Cholecalciferol granules 60,000 IU /gm		
138.	624	Mecobalamin Injection 500 mcg/ml		
139.	625	Nicotinamide Tablets IP 50 mg		
140.	626	Pyridoxine Tablets IP 10 mg		
141.	627	Pyridoxine Tablets IP 40mg		
142.	628	Riboflavin Tablets IP 5 mg		
143.	629	Thiamine Tablets IP 100 mg		
144.	630	Calcitriol Capsules IP 0.25 mcg		
145.	631	Alendronate Sodium Tablets USP / BP 35 mg		
146.	632	Mannitol with Glycerin Injection 10% + 10% w/v (For Intravenous Infusion)		
147.	633	Normal Human Intravenous Immunoglobulin 5g/100ml		
148.	634	Pregabalin Capsules IP 75 mg		
149.	635	Surfactant for intratrecheal instillation(natural bovine lung surfactant)		
150.	0	Sterility Test alone of any product		