Dated:-

### 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: edprmsc@rajasthan.gov.in

# E-BID FOR RATE CONTRACT CUM SUPPLY AND EMPANELMENT OF FIRMS FOR DRUGS AND MEDICINES

(Rate Contract for the period ending on 31.10.2027)



LAST DATE OF SUBMISSION OF ONLINE BIDS	15.07.2025
	&
	06.00 PM
DATE AND TIME OF OPENING OF ONLINE TECHNICAL BIDS	16.07.2025
	&
	11.00 AM

### मुख्यमंत्री निःशुल्क दवा योजना



### RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

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

Phone No: 0141-2228066, 2228064 Website: www.rmsc.health.rajasthan.gov.in E-mail: edprmsc@rajasthan.gov.in

Ref. No.: F.02(426)/RMSCL/PROCUREMENT/DRUG/NIB-05/2025/

Dated:-

### **NOTICE INVITING E-Bids**

e- Bids are invited by RMSCL, Jaipur from bonafide MANUFACTURERS / LOAN LICENSEE / IMPORTERS / CO-MARKETERS with sole marketing rights for imported proprietary items for rate contract cum supply and empanelment of bidders for Drugs & Medicines. The last date of submission of duly filled up form along with documents on e-proc i.e http://eproc.rajasthan.gov.in and submission of fees is upto 6.00 PM of 30.06.2025 Details of NIB may be seen at the website of State Public Procurement Portal <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>, <a href="https://spp

Crore

Estimated Value (Rs):-

UBN No. -

**Executive Director (Proc), RMSCL** 

### RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

## E-BID FOR RATE CONTRACT CUM SUPPLY AND EMPANELMENT OF FIRMS FOR SUPPLY OF DRUGS AND MEDICINES

(Rate Contract for the period ending on 31.10.2027)

Bid Reference No.: F.02(426)/RMSCL/PROCUREMENT/DRUG/NIB-

05/2025/ Dated:-

Date and time for downloading bid document 30.06.2025 from 06.00 PM

Pre- bid conference 01.07.2025 at 11.30 AM (Board room)

Last date and time of submission of online 15.07.2025 up to 06:00 PM

bids

Date and time of opening of Online technical 16.07.2025 at 11:00 AM

bids

Estimated bid Cost Rs. ----- Crore

Cost of Bid Document Rs. 2,360/- (including GST @ 18%)

Cost of Bid Document For MSMEUnit of Rs. 1,180/- (including GST @ 18%)

Rajasthan

RISL Processing Fees Rs. 2950/- (including GST @ 18%)

Bid Security Fees @2% (for MSME unit of Rajasthan @ 0.5%) of

Estimated Bid value for each quoted item as per

**Annexure VIII)** 

Empanelment Fees (Optional) Rs. 5,900/- (including GST @ 18%)

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### **GENERAL INSTRUCTIONS FOR BIDDERS**

The bidders are instructed to read the complete bid document carefully. The following points may be noted so that mistakes/lapses/shortcomings during Bid submission can be avoided.

- 1. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates can be maintained upto bid opening & that your documents are not put to any misuse.
- 2. In case you are given any assurance of any advantage in RMSC, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in RMSC, please inform immediately about the same to MD, RMSC or ED (Proc.) RMSC. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person / institution and their details can be put on the website.
- 3. It is advisable for bidder to authorize only those persons for RMSCL tender who are employed in your company on salary basis.
- 4. The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
- 5. Quote only for the products for which Product Permission meets the Bid specifications. Do not quote if it differs with regard to any parameter.
- 6. Quote rate in BOQ for the packing unit exactly given in annexure VIII.
- 7. Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
- 8. The uploaded product permission and other documents should be clearly legible. Date of issue of the documents should be clearly legible.
- 9. Upload the Bids on the e-portal well in advance so that failure in uploading can be avoided and no desired document remains un-uploaded.
- 10. In case there is any suggestion regarding Bid conditions/specifications/shelf life, strength, packing/turn over etc. The suggestions should be submitted/sent/E Mailed one/two days earlier from the date of pre bid meeting so that the representation of the bidders may be well processed and decision could be taken well in time. Bidders may submit their representations within one working day after pre-bid meeting. Representations received after that would not be entertained.
- 11. One person can only be authorized by one bidder for a particular item. In case, it is found that one person is authorized representative of more than one bidder for a particular item then all such bidders shall be disqualified on the ground of conflict of interest.

12. If there is any query regarding terms and conditions in Bid document, you may contact:-

Sh. Krishna Pratap Singh, Senior Accounts Officer (Proc)

Ph.0141-2228064, Mob. No. 9953092656

Smt. Swati Sethi, Senior Manager (Drug)

Ph.0141-2228064, Mob. No. 7340662491

If any condition or term which is contrary to RTPP Act 2012 or RTPP Rules2013, then provisions of RTPP Act 2012 or RTPP Rules 2013 shall prevail and be binding on bidders

### RAJASTHAN MEDICAL SERVICES CORPORATION LTD. RAJASTHAN

Rajasthan Medical Services Corporation Ltd., (hereinafter referred to as Bids Inviting Authority unless the context otherwise requires) invites **E-BID FOR RATE CONTRACT CUM SUPPLY AND EMPANELMENT OF DRUGS AND MEDICINES**.

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

- (a) E-Bids in two separate bid (Technical bid & Price Bid) can be submitted till up to 06.00 P.M. 16.07.2025 on e-proc portal i.e. https://eproc.rajasthan.gov.in/, for the rate contract cum supply and empanelment for supply of drugs and medicines. (Rate Contract for the period ending 31.10.2027)
- (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 period for an additional specified period of time. The Bidder may refuse extension of bid validity, and in such a case its Bid security deposit shall not be forfeited.
- (c) The Bids will be received on e-procurement web-portal of Govt. of Rajasthan. Every Bidder will be required to pay the following fees:

S. No.	Fee / Security	In favour of	Mode	Amount (In Rs.)
1	2	3	4	5
1	Bid Processing fee	M.D. RISL	Only DD/ BC	2950/-
2	Bid form fee	M.D. RMSCL	D.D. / BC/ NEFT/ RTGS /IMPS/ Bank challan*	2,360/- (for MSME unit of Rajasthan @ 50% of Bid form fee)
3	Bid Security	M.D. RMSCL	D.D. / BC/ NEFT/ RTGS /IMPS/BG/ e-BG/ Bank challan / Insurance Surety Bonds	@2% (for MSME unit of Rajasthan @ 0.5%) of Estimated Bid value for each quoted item as per Annexure VIII)
4	Empanelment fee (Optional)	M.D. RMSCL	D.D. / BC/ NEFT/ RTGS /IMPS/ Bank challan	5,900/-

#### Note:-

- 1. Bank challan\* (format enclosed in Annexure-I) in any branch of the BANK OF MAHARASHTRA Account no.-60460019022 & IFSC Code no. MAHB0000389 throughout country.
- 2. S. No. 1, 2 & 4 fee amounts including GST @ 18% (as applicable).

All D.D. / Banker cheque/copy of all the receipts, NEFT/RTGS/IMPS/BANK CHALLAN/BG/ e-BG / of a scheduled bank or Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds should be submitted physically in the office

of RMSCL on 16.07.2025 up to 6:00 PM. The bidders shall submit/upload scanned copy of all the receipts, D.D./BC/NEFT/RTGS/IMPS/BANK CHALLAN/ BG/ e-BG/ of a scheduled bank or Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds in Technical Bid. Bids will be opened only after ensuring receipt of Bid document fees along with processing fees and Bid Security Deposit. In the absence of Bid document fees and processing fees and Bid Security Deposit the Bids will be rejected and will not be opened. The validity of Bank Guarantee/e-BG should be for 6 months from the date of issuance of BG/e-BG.

- (d) Click on offline mode (either DD or BC) on e procurement portal for the purpose of bid uploading only. For Empanelment as supplier for drugs and medicines, bidders are required to deposit separately an Empanelment Fee (Optional) of Rs 5900 (inclusive of GST @18%) (Five Thousand Nine Hundred rupees only) as mentioned above in condition no. 1(c). Please see clause 20 and Annexure-XI in this regard.
- (e) DD/ BC/ NEFT/RTGS/IMPS/BANK CHALLAN/BG/e-BG submitted by bidder should have been purchased/transferred/deposited from the account of the bidder only. If it is found that such fee have been paid from any bank account / person other than the bidder, than such fee would not be considered and such bids would be rejected.

### 2. <u>ELIGIBILITY CRITERIA</u>

- (a) Bidder should be a manufacturer having valid manufacturing license/loan license or direct importer holding valid import license. Distributors/ Suppliers / Agents are not eligible to participate in the Bids.
  - For patented / proprietary imported items manufactured outside India, Comarketers having sole marketing rights in India are also eligible to participate.
- (b) In Case of Manufacturer The bidder must have a valid manufacturing license issued by the State Licensing Authority / Central Licensing Authority.
- (c) In Case of Importer Bidder should have a valid import license for the quoted item (s) issued by the Central Licensing Authority. Importer should also have a valid sale license (On form no. 20B, 21B also as applicable.)
- (d) Bidder should have valid Product Permission to manufacture the item /drug quoted as per specification given in the Bid from the State Licensing Authority / Central Licensing Authority product permission of brands shall be accepted in the Bid submitted.

- (e) Bidder must have WHO-GMP (WHO Good manufacturing practices Certificate)
  Certificate issued by the State Licensing Authority / Central Licensing Authority.
- (f) Bidder must have Non-conviction Certificate issued by the State Licensing Authority/Central Licensing Authority. It should be recent and not more than one year old.
- (g) Bidder must have Market Standing as per required in technical bid.
  - Note: (i) The Market Standing Certificate issued by State Licensing Authority/Central Licensing Authority should not be more than 2 years old from the last date of bid submission.
  - (ii) The period of Market Standing will be reckoned from the date of issue of Product Permission.
- (h) Annexure-VII as per bid document. (Declaration & Undertaking on Non-Judicial Stamp Paper of Rs. 500/-).
- (i) Bidder should have Average Annual Turnover (for Drugs & Medicines including Surgical and sutures or medical devices business) as per technical bid. (Clause 5(m))
- (j) Bidder must have submitted GST registration Certificate and its GST returns for the last three months form the last date of bid submission.
- (k) Bidder must have committed monthly supply of 5% of the tendered quantity for each item.

### (1) <u>Debarring/Banned/Blacklisting/ Not of Standard Quality etc.:-</u>

- I. Bid should not be submitted for the product/products for which the concern/company stands blacklisted /banned/debarred on the date of bid submission 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 on the date of bid submission by any other State/Central Govt. or it's any agencies (central Drugs procurement agencies) on the ground of conviction by court of law or the products being found Not of Standard Quality. (NoSQ)
- II. The concern/company/firm which stands blacklisted/banned/debarred on any ground either by Bid Inviting Authority (RMSCL) 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 Not of Standard Quality (NoSQ) 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. For Specific cases regarding other quality issues the purchase committee of RMSCL may decide the case on merit basis.

- III. If any product/products of a company/firm have been declared as not of standard quality, as per Drugs & Cosmetics Act 1940 and Rules 1945 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 for 2 years and Bid security of that item shall be forfeited
- IV. The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.

### 3. PURCHASE PREFERENCE

- i. Price preference is not applicable as GST has been made effective from 01.07.2017 in place of VAT.
- ii. Purchase preference shall be given to MSME's unit of Rajasthan as per notification of Finance (GF&AR Division) Department, Government of Rajasthan notification S.O.165 dated 19.11.2015).

### 4. GENERAL CONDITIONS

- (a) 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 way of amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Bid Inviting Authority can at his discretion, extend the date and time for submission of Bids.
- (b) Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority, i.e RMSCL.
- (c) 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 Bid Security/Performance Security will be forfeited. Bidders or their representative may also be blacklisted/banned/debarred. Report with police station can also be filed.

### 5. TECHNICAL BID

The Bidder should furnish the following in technical bid along with relevant documents:-

(a) Bidders are allowed the option to quote for anyone item or more item(s) as mentioned in bid (list of drugs and medicines proposed to be purchased at Annexure-VIII). The amount of Bid Security Deposit shall be @ 2% of Estimated Bid value for each quoted item as per Annexure – VIII

- (b) The bidders shall submit/upload scanned copy of all the copy of receipts, NEFT/RTGS/IMPS/BANK CHALLANS, D.D. / BC/BG/e-BG annexed with Technical Bid as proof of deposition/ submission of Bid document fees, RISL processing fee and Bid security. The required Bid Security Deposit / Bid document fees may be in form of physical D.D./ BC and should be in favour of M.D. RMSCL. The Bid Security may be given in the form of bank guarantee or electronic bank guarantee (e-BG) also in specified format of a scheduled bank in case the amount exceeds Rs 5 lac. For amount of up to Rs 5 lac, it should be deposited through D.D. / BC/ NEFT/RTGS/IMPS. The validity of bank guarantee / e-BG should be for 6 months from the date of issuance of BG / e-BG. RISL fee should be paid in form of DD/BC only in favour of M.D. RISL. D.D./ BC submitted by the bidder should have been purchased from the account of the bidder only If it is found that such fee have been paid from any bank account / person other than the bidder, than such fee would not be considered and such bids would be rejected.
- (c) Those who Bidders which are found responsive on technical grounds would be empanelled also on submission of Annexure-XI and payment of empanelment fee of Rs. 5000 +GST@18% for supply of drugs and medicines item (s) mentioned in Annexure-VIII for one year. The empanelment would entitle a firm to participate in limited bids invited by the RMSCL. Such situations may normally arise when the open bid for drugs and medicines item (s) fails and there is an urgency to purchase it, or when the L-1 bidder has fail to supply, or the rate contract of an item ceases to exist for any reasons. The Bidder has to submit an undertaking in the format given at Annexure –XI, The Bidder who have already paid empanelment fee earlier (within a year), need not to submit the empanelment fees for the item (s) being quoted in this bid. However the required Annexure-XI must be submitted.
- (d) Documentary evidence for the constitution of the company / firm such as Memorandum and Articles of Association with certificate of incorporation issued by registrar of companies, Partnership Deed, Self declaration on letter head in case of proprietor ship firm etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder should be enclosed. (Annexure XVII).

  One person can only be authorized by one bidder for a particular item. In case

One person can only be authorized by one bidder for a particular item. In case, it is found that one person is authorized representative of more than one bidder for a particular item then all such bidders shall be disqualified on the ground of conflict of interest.

- (f) Bidder have to submit following valid licenses:
  - i) For Manufacturer: The bidder must submit a valid manufacturing license / loan license issued by the State Licensing Authority/Central Licensing Authority

under Drugs & Cosmetic Act 1940 and Rules 1945 there under wherever applicable for each quoted item (s).

In case bidder has submitted expired manufacturing license, then a copy of acknowledgment of renewal application issued by the State Licensing Authority/Central Licensing Authority or copy of original treasury challan regarding manufacturing license retention fees shall also be enclosed.

ii) **For Importer:-** In case of importers, Bidder should have a valid import license for the quoted item (s)issued by the Central Licensing Authority.

In case bidder has submitted expired Import license, then a copy of acknowledgment of renewal application issued by the Central Licensing Authority or copy of original treasury challan regarding Import license retention fees shall also be enclosed.

Importer should have to submit valid sale license (On form no. 20B, 21B also as applicable.)

## iii) For Co -marketer\_:- Bidder should have to be submitted following documents -

- 1. Import license of principle manufacturer of patented/proprietary imported items.
- WHO- GMP / COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc.
- 3. Sale license of co-marketer firm.
- 4. Non conviction certificate of both firms i.e. importer and co-marketer firm. (Condition no. 5 (k) shall be applicable)
- 5. Market standing certificate for quoted item as per tender conditions. (condition no. 5 (j) (2) shall be applicable)
- 6. Market standing certificate of co-marketer firm as per tender conditions. (condition no. 5 (j) (2) shall be applicable)
- 7. Undertaking that the Co-marketing firm shall be accountable towards all responsibilities/ liabilities as per tender terms and conditions and full fil all such requirements.
- (g) 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 documents related to each manufacturing unit shall have to be submitted as a separate set with the same Bid. A bidder shall be allowed to submit only one offer for one bided item.
- (h) Bidder should have valid Product Permission to manufacture the item /drug quoted as per specification given in the Bid from the **State licensing authority / Central**

**licensing authority**. Product permission of brands shall be accepted in the Bid submitted.

(i) WHO-GMP (WHO - Good manufacturing practices Certificate) Certificate issued by the **State licensing authority** / **Central licensing authority**. The WHO-GMP certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. The WHO-GMP certificate of all the manufacturing plants, of which products have been quoted, should be submitted. The Bidder shall also furnish an undertaking in the format given in Annexure-VII point no.8 declaring that the Bidder complies with the requirements of WHO-GMP.

The Importer should produce WHO- GMP / COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc.

The Firm will continue to hold WHO-GMP Certificate for the product during entire rate contract period of the product. If WHO-GMP certificate expires, it is firm's responsibility to inform RMSCL about the same and not to accept any further purchase order till re-issue /renewal of WHO-GMP certificate. During the period of non validity of WHO-GMP certificate of the firm the rate contract will deemed to be suspended. If the firm fails to inform RMSCL about the expiry of WHO-GMP certificate and accept purchase order of RMSCL and later on it comes to the knowledge of RMSCL, in this situation firm shall be liable for a panel action.

- (j) Bidder have to submit Marketing Standing of the bided item (s) as below:-
  - **1. For Manufactured Item** (s):- Bidder must have Market Standing Certificate for last three *years from the last date of bid submission*, issued by the State Licensing Authority/Central Licensing Authority under Drugs & Cosmetic Act 1940 and Rules 1945 there under wherever applicable for the quoted item (s)from the last date of bid submission.

### 2. For imported item (s):-

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

For which following documents should be submitted:-

(a) <u>Bills of lading / Bills of entry and Sale invoices for last three years along with CA certificate with UDIN verifying details of bills of lading / bills of entry and sales invoices of bidder. (As per Annexure-XVIII)</u>

OR

**(b)** Market Standing Certificate issued by the **Central Licensing Authority**/ **State Licensing Authority** under Drugs & Cosmetic Act 1940 and Rules 1945 for last three years.

#### OR

- (c) Market standing for the product in international market would be considered for establishing eligibility regarding this particular clause of the bidding document. Also if a bidder is manufacturing a product abroad at various locations/countries and participating in the bid quoting a product being manufactured at a particular place, market standing of the product manufactured at other than particular place would be considered." In such case Market Standing for the quoted item (s) in international market issued by competent authority of manufacturing country / country of origin or Bills of lading / Bills of entry and Sale invoices for other than manufacturing country / country of origin for last three years should be submitted. If submitted bills of lading / bills of entry and sale invoices are issued in other than English language than verified translated (in English language), self-attested copies of the same should be submit along with original ones.
- (k) Bidder must submit Non-conviction Certificate issued by the State Licensing Authority/Central Licensing Authority for all manufacturing licenses / Import licenses as mentioned in Annexure VII. In case of Importer firm, Non- conviction certificate issued for all sale licenses (as mentioned in Annexure VII) of firm may also be acceptable. Submitted Non-conviction Certificate should be recent and not more than one year old form the last date of bid submission.
- (1) In case of proprietary item (s) of a particular firm / bidder, the bidder should submit its proprietary certificate along with detail of validity period.
- (m) Average Annual turnover (for Drugs & Medicines including Surgical and sutures or medical devices Business) in the last three financial years.

Average Annual turnover (for Drugs & Medicines including Surgical and sutures or medical devices Business) in the last three financial years [2021-22, 2022-23 & 2023-2024 or 2022-2023, 2023-2024 and 2024-2025 (Audited Final Accounts)] shall not be less than Rs. 20 Crore and for MSME Units of Rajasthan, the average annual turnover in the last three financial years [2021-22, 2022-23 & 2023-2024 or 2022-2023, 2023-2024 and 2024-2025 (Audited Final Accounts)] shall not be less than Rs. 10 Crore.

For drug items falling in the category of Disinfectants & Antiseptics, Eye preparations and Ear drops etc. bidder's firms average annual turnover of last three financial years should not be less than Rs. 2 Crore.

The same should be supported by audited annual accounts & certified by a Chartered Accountant, based on audited accounts.

No provisional accounts shall be accepted/considered.

Annual Turnover Statement without UDIN number shall not be considered.

### **Explanatory Note:-**

The merger / amalgamation / transfer of business / transfer of assets of a firm affect the bid condition relating to 'Turnover' / 'Past Performance' / 'Market Standing Certificate' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement / BOD resolution / CA certificate or any other document(s) / certificates which shall be annexed with the tender documents.

- (n) Details of GST registration. The industries situated in GST free zones will produce the copy of appropriate notification. Bidders has to submit GSTIN number and state where GSTIN registered for every quoted item (s) for which supply will be made (Annexure VII at point no.3).
- (o) GST returns file of last 3 months from last date of bid submission
- (p) Undertaking (as in Annexure-VII) for embossment of logo on packing of drugs and medicines as the case may be, as per conditions specified at Clause 14 herein.
- (q) The bidder who are manufacturing firm should have its own in-house testing laboratory wherein all the tests required with respect to the quality standards of quoted products are carried out. An undertaking be submitted in Annexure-VII.
- (r) Undertaking that the manufacturer has not been debarred/banned, the product never been declared as Not of Standard Quality (NoSQ) during last two years, it's manufacturing capacity and other details required on a format mentioned at Annexure-VII.
- (s) List of item (s) quoted to be shown in the **Annexure- VII** point number 6 with license number (manufacturing/Import/Sale license) written on it.
- (t) A Checklist (**Annexure-V**) for the list of documents enclosed with their page number. The documents should be serially arranged as per **Annexure-V**. Every bidder shall also be required to submit details of product permission of the quoted item (s) and the desired market standing, in **Annexure-VI**.
- (u) An undertaking that the bidder complies with all the terms, conditions, amendments (if any) of bid document and quoted item (s) confirm all parameters of specification and required standards to be submitted in **Declaration & Undertaking (Annexure-VII point no.12)**
- (v) Certificate that bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 (Annexure XV)
- (w) A copy of PAN issued by Income Tax Department, GoI

### Note:-

• The bidder must highlight the quoted item(s) in submitted documents to support the technical evaluation of the bid.

### Special Note to bidder:-

- 1. Bidders are again advised to fill the Annexure -VII very carefully as after bid opening any amendment in Annexure-VII would not be allowed in any case. Bidders should ensure that all relevant documents i.e. Product Permission, WHO-GMP certificate, Market standing certificate, Non Conviction Certificate should be in accordance with the license no. / Product Permission mentioned in the Annexure VII. Bids Submitted without duly filled Annexure-VII would be declared Non-Responsive.
- 2. Bidders who fail to submit documents as under, would summerly declared as non-responsive:-
  - (a) In case Product Permission either not submitted or not as per tender conditions/specifications of the item; If Product Permission is as per specifications of item mentioned in the tender but it's for export purpose, the Product Permission for domestic manufacturing would be accepted only when asked through clarification and provided that such Product Permission for domestic manufacturing has been issued on or before the last date of bid submission.
  - (b) If WHO-GMP certificate and/or Non-Conviction certificate and/or Market Standing Certificate have not been submitted in main bid or not as per tender condition/item specifications. It has also been observed that in certain cases, licensing authority takes time in issuance / renewal of aforesaid certificates, in such cases bidders have to invariably enclose expired documents/certificates along with copy of acknowledgment of application for renewal of such documents filed with licensing authority. In such cases bidders would be allowed to submit renewed documents at the time of clarification sought by the RMSCL, provided that the renewed documents should have been issued on or before the date of submission of clarifications as sought by the RMSCL.

### 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). 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 mentioned packing unit only.** 

### 7. OPENING OF TECHNICAL AND FINANCIAL BID

- (a) The Technical Bid will be scrutinized by Bid evaluation committee.
- (b)Technical Evaluation of the Bid will be done on the basis of documents submitted by the bidder.
- (c) Price Bid (BOQ) of the Bidder found eligible on satisfying the criteria for technical evaluation, will only be opened.

### 8. **BID SECURITY**

The Bid Security shall be @ 2% of Estimated Bid value for each quoted item as per Annexure – VIII. In case Bid Security submitted by the bidder is Less than the required bid security as per total no. of quoted item (s), the quoted items by the bidder will be counted in sequence up to the number matching the Bid Security deposited.

Bid Security will not be taken from undertakings, corporation of GoI & GoR. Further, Bid Security will be taken @ 0.5% of Estimated Bid value for each quoted item as per Annexure – VIII from MSME Units of Rajasthan. They will furnish copy duly attested by gazetted officer of the registration of MSME units of Rajasthan issued by the Director of Industries in respect of the stores for which they are registered. Duly attested copy of Acknowledgement of EM-II issued by DIC with an affidavit worth Rs.100 as per Annexure-II under preference to Industries of Rajasthan rules 1995 in respect of stores for which they are registered. (Annexure-II(B)).

The Bid Security shall be paid through separate prescribed challan (format enclosed in Annexure-I) in any branch of the BANK OF MAHARASHTRA Account no.-60460019022 & IFSC Code no.MAHB0000389 throughout country upto 16.07.2025 or through D.D. / bankers cheque in favour of M.D. RMSCL or may be given in the form of bank guarantee (e-BG) (for amount above Rs 5 lac) also in specified format (Annexure-XIX) of a schedule bank or **Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds.** For amount of bid security up to Rs. 5 Lac, it should be deposited through DD/Banker cheque/Challan/ NEFT/RTGS/IMPS. The validity of bank guarantee/e-BG should be for 6 months from the date of issuance of BG/e-BG. (As per Annexure-XIX).

D.D. / BC/BG/e-BG, copy of all the receipts, NEFT/RTGS/IMPS/BANK CHALLAN/ should be submitted physically in the office of RMSCL on 16.07.2025 upto 06.00 PM. Bid security Deposit in any other form will not be accepted.

The Bids submitted without sufficient Bid Security will be summarily rejected. The Bid Security 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 performance security. Other actions would also be taken as per RTPP Act 2012 & Rules 2013 and guidelines for blacklisting/debarring of RMSCL.

### 9. OTHER CONDITIONS

- The orders will be placed by the Managing Director or any officer designated, Rajasthan Medical Services Corporation Ltd, (hereinafter referred to as Ordering Authority).
- 2. The details of the required drugs, medicines, etc., are shown in Annexure-VIII. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination. The commitment quantity for an item submitted by the bidder (in Annexure VII) shall be taken into account. The whole commitment quantity to be supplied during contract period should not be less than estimated bid quantity. As well, the monthly commitment quantity should not be less than 5% of the whole commitment qty. A bidder having manufacturing capacity less than commitment quantity (either monthly or for whole contract period) may be technically disqualified.
- 3. Bid has been floated with the generic names of drugs. The Bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in Annexure-VIII. Any variation, if found, will result in rejection of the Bid. The products should conform to the specified standards IP/BP/USP. In case the product is not included in the said compendium, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.
- 4. Rates (inclusive of <u>all expenses / charges but exclusive of GST)</u> should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered. Bid for the supply of drugs, medicines, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders. No quantity or cash discount should be offered.
  - a) 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
  - b) Orders will be placed periodically during rate contract period based on the RMSCL's requirement to the firms approved for rate contract as per above clause no. 3.
  - c) After the conclusion of Price Bid opening, the lowest offer of the Bidder, if required will be considered for negotiations, and rate arrived after negotiations will be L-1

rate and L-1 supplier for an item of drugs/medicines for which the Bid has been invited.

- d) The Bidder who has been declared as L-1 supplier for certain item or items of drugs/medicines shall execute necessary agreement for the supply of the Bided quantity of such drugs/medicines as specified in the Bid document on depositing the required amount as performance security and on execution of the agreement, such Bidder is eligible for the placement of purchase orders. Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.
- e) RMSCL will inform the L1 rate to the Bidders who qualified for Price Bid opening, through RMSCL web site or e-mail; willing bidders may inform in writing their consent to match with the L-1 rate for the item of the Drugs/Medicines quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.
- f) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST etc.) of price (L-1 rate).
- g) The supplier upon receipt of the purchase order finds that the purchase orders exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall inform to the RMSCL immediately without loss of time and the purchase order 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.
- h) If the L1 supplier has failed to supply /intimated RMSCL about his inability/delay in supply as per the purchase order, the required Drugs/ Medicines within the stipulated time or as the case may be, RMSCL may also place purchase orders with the L1 Rate Matched Bidder for purchase of the Drugs/Medicines, provided such rate matched 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 Drugs/Medicines quoted by them.
- i) Subject to Para (h) above, while RMSCL has chosen to place purchase orders with Matched L1 supplier and there are more than one such matched L1 suppliers, then the purchase orders for the requirement of Drugs/Medicines will be placed with L-2

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

- j) 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.
- k) If the purchase order quantity is very less (which do not make even a normal small batch size; order quantity is less than 1 lac Tab/Cap, or less than 10,000 injections/bottles/ tubes), the supply may be allowed in brand name to ensure uninterrupted sustained supply. However, the label should possess the required logogram, and the price should not appear on the label.
- 5. The rates quoted and accepted will be binding on the Bidder during validity period of the bid and any increase in the price (except increase in **GST rate** or any other statutory taxes) will not be entertained.
- 6. No Bidder shall be allowed to claim revision or modification of bid after opening of bid. If any bidder withdraws or modifies its bid after opening of bid the **Bid security of that item taken from the bidder shall be forfeited.** 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.
- 7. The rates should be quoted only for the composition stated in the Bid.
- 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 and or of the Govt. of Rajasthan. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If a Company/Firm does not allow for any such inspection, its Bid / contract may be rejected.

### 10. ACCEPTANCE OF BID

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

- 2. Bid Inviting Authority reserves the right to accept or reject the Bid for the supply of all or any one or more items of the drugs Bided for in a Bid without assigning any reason.
- 3. Bid Inviting Authority, or his authorized representative (s) has the right to inspect the factories of Bidders, before, accepting the rate quoted by them, or before releasing any purchase order(s), or at any point of time during the continuance 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 performance security and the agreement within 15 days from issuance of Letter of Acceptance.
- 5. The approved rates of the successful Bidders would be valid up to 31.10.2027 (w.e.f date of letter of acceptance) and extendable up to 3 months, if required. Firm shall be bound to accept the extension period of Rate Contract.
- 6. Moreover, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement and issuance of rate contract for an item.

### 10.PERFORMANCE SECURITY

The Successful Bidders shall be required to pay performance Security Deposit @ 5 % of the Contract value. Performance security will not be taken from undertaking, corporation of GoI & GoR. They have to submit a declaration as per Annexure-XVI for performance security. The MSME Units of Rajasthan shall be required to pay Performance security @ 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 item). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.

The performance guarantee 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 or electronic bank guarantee (e-BG). (Performa given in Annexure XIV) or **Insurance Surety Bonds issued** by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds. In case the amount exceeds Rs. 5 Lac. For amount of up to 5 Lac. 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 favour of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur before releasing the

purchase order by the ordering authority. In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be 5% of value of quantity fixed for them. (Upper limit Rs 25 Lac). Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 36 months from the date of issuance of letter of acceptance, whichever is later.

### 12. AGREEMENT

- a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value mentioned in the Acceptance Letter (stamp duty to be paid by the Bidder) within 15 days period from the date of Letter of acceptance / Letter of intent or within extended period by the Bid Inviting Authority, i.e. 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 stipulated period as above, will result in forfeiture of Bid Security Deposit & other consequential action. A bidder who is found successful in more than one product; he will be intimated through LOA / LOI to execute agreement for all the products / drugs / items. If such bidder will not execute agreement for one or more items, in such situation Bid security of that item shall be forfeited and the product for which agreement is not executed shall be debarred for a period of not less than 3 years as per guidelines for blacklisting/debarring of RMSCL.
- b) The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit therefore or any part thereof to any person or persons whatsoever.
- c) All notices or communication relating to, or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

### 13. SUPPLY CONDITIONS

- (a) Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority. Drugs and Medicines will be supplied at 34 district drug ware houses and 6 Medical College Warehouses of Rajasthan.
- (b) Purchase orders will be placed on the successful Bidder at the discretion of the Ordering Authority.
- (c) The supplier shall supply the entire ordered quantity before the end of **60 days** from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for RMSCL, the supply should be completed by 5.00 p.m. on the next working day. For drug items requiring sterility test and imported ones, the supply period will be **75 days** from the date of issue of purchase order.
- (d) 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.

(e) <u>Shelf Life</u>: The labeled shelf life of drugs supplied should be not less than the period mentioned against each item in list of Drugs (Annexure-VIII). The remaining shelf life of the drugs at the time of delivery should not be less than ¾ of the labeled shelf life. Only those bidders shall quote who can manufacture and supply the product with the required shelf life. The product of labeled shelf life lesser than required shelf life will not be accepted. The product should not have such storage condition requiring it to be stored below 2°C.

## <u>For all imported items</u> ± one month relaxation in the labelled shelf life is permissible.

Quality Assurance: The supplier shall guarantee that the products as packed for shipment (i) comply with all provisions of specifications and related documents (ii) meet the recognized standards for safety, efficacy and quality; (iii) are fit for the purpose made; (iv) are free from defects in workmanship and in materials and (v) the product has been manufactured as per WHO-GMP.

In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh goods. However, firms supplying drugs with remaining shelf life of 75% or more need not submit such undertaking.

- (f) The protocol of the tests should include the requirements given in I.P for tablets and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs will be returned back to the supplier and he is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied and the placebo material when demanded for the purpose of testing.
- (g) The Drugs and medicines 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.
- (h) If supplies are not fully completed in 60 days from the date of the Purchase Order (75 days for drugs of the category of serum, vaccine, enzymes, blood grouping reagents, biological products, powder for injections and imported drugs), the provisions of liquidated damages of Bid conditions will come into force. The Supplier should supply the drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transports charges will be recovered from the supplier.
- (i) If the supplier fails to execute at least 50% of the quantity mentioned in a purchase order and such part supply is come into existence in three Purchase orders during the currency of contract period, then supplier shall be liable for debarment for the

particular product for two years. Two years period will be reckoned from the date of issuance of such debarment order.

- (j) 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 drugs and medicines for which the Purchase orders have been placed from any other sources (such as Public Sector undertakings at their rates, empanelled bidders, and bidders who have been technically qualified in the said bid) or in 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 cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.
- (k) The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like blacklisting/Debarring disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. . (As per guidelines for blacklisting/ debarring at annexure- IX including amendment)
- (l) It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
- (m) 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 before expiring of supply period, 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. Reasons must be beyond control of supplier.
- (n) 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.
- (o) If the supplier or any of its approved items gets debarred/banned/blacklisted in any state after entering into agreement with RMSCL, it shall be the responsibility of the supplier to inform RMSCL without any delay about the same.
  - i. In case the Firm is black listed/debarred/banned after submission of bid document, it should inform the RMSCL within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform the RMSCL within stipulated time, a penalty amounting to @ two per cent of purchase orders issued between the

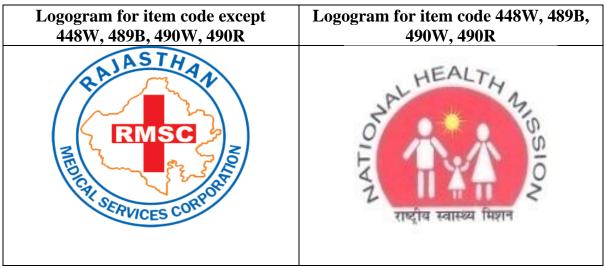
date of blacklisting /debarring/banning and the date of informing to RMSCL, both dates inclusive, shall be imposed, subject to a minimum penalty of Rs 20,000 and a maximum penalty up to Rs 2,00,000 only.

- ii. If it is brought to the notice of RMSCL that the similar drug of the supplier firm has been found spurious / adulterated in any other state (whether the firm / product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the rate contract with the firm for the product shall be cancelled.
- (p) If a supplier does not supply any quantity against two successive purchase orders then supplier shall be liable for debarment for the particular product for one year. One year period will be reckoned from the date of issuance of such debarment order.
- (q) If a supplier fails to execute first order, without proper justification, a show cause notice may be given to him to respond within 7 days. If it does not respond or does not give reasonable justification, the corporation may order to L-2 and L-3, for entire failed supply on L-1 matched rate. If L-2 and L-3 matched rates are not available, then only purchase may be made on 'Risk and cost basis' as being done presently subject to other condition of Bid documents.
- (r) The supplier of sevoflurane anesthetic (Item code no. 491) shall install vaporizers on loan basis free of cost, in required numbers, as per the need of the Healthcare facilities/institutions. The installation report of the vaporizers should be submitted along with the invoice.
- (s) If the supplier fails to execute full supply of the quantity mentioned in a purchase order then a penalty of 15 % of Value of unsupplied quantity shall be charged. Cases of zero supply against a purchase order shall also be dealt with in same manner.

### 14. <u>LOGOGRAMS / Markings</u>

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

### **DESIGNS FOR LOGORAMS**



### **INJECTIONS**

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



The vials should be supplied with aluminum seals containing the following logogram:



### **LIQUIDS**

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

Logogram for item code except 448W, 489B, 490W, 490R	Logogram for item code 448W, 489B, 490W, 490R
RMSC NOLLAND SERVICES CORPORDS	TIEGIA FAIREM HEALT AND SOLO

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

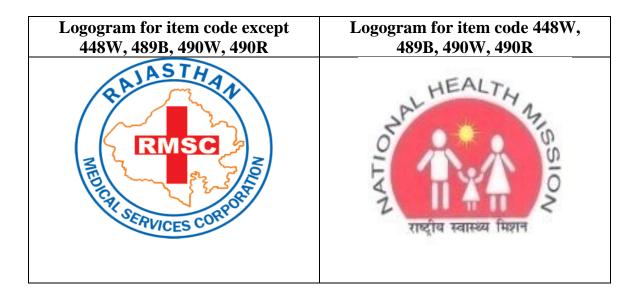
### **OINTMENTS & CREAMS**

Ointments & Creams should be supplied in tubes bearing the following logograms and the words "Rajasthan Govt. supply- Not for sale নি: যুক্ত বিনেশ ইনু, QC – Passed" overprinted. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



### **TABLETS & CAPSULES**

Tablets and Capsules should be supplied in Strips or Blisters or as mentioned in the list of items for bid. The strip, etc, should bear the following logograms and the words "Rajasthan Govt. supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed" overprinted. Name of drug should be printed in English and Hindi languages and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



### SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

RAJASTHAN GOVT. SUPPLY NOT FOR SALE
(Name of Drugs etc.)
CONSTITUENTS OF
Name of the Drug, Manufactured by, Batch no
Mfg.Date, Exp. Date, Quantity/Kit
Net. Weight:Kg
Manufactured by/Assembled by

The name of the drug shall be mentioned in Hindi and English and should be legible and be printed more prominently. A uniform colour theme and artwork will be necessary. Apart from this "For Govt. of Rajasthan – Not for Sale निःशुल्क वितरण हेतु, QC – Passed" along with 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 Drugs and medicines 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 strips of tablets and capsules and labels of bottles, ampoules and vials etc., as per the design mentioned above.
- 2. All tablets and capsules have to be supplied in standard packing in aluminum strip or blisters with aluminium foil back with printed logogram and shall also conform to schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
- 3. Labels of Vials, Ampoules and Bottles containing the items Bided for should also carry the logogram.
- 4. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills payable as per conditions in Clause 18.2 Bidders who are not willing to agree to conditions above will be summarily rejected.
- 5. In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

Note: For all imported items, logo and logogram printing on inner packing is exempted however, henceforth stamp of logo and logogram is mandatory on outer packing. Sticker of logo and logogram not allowed.

### 15. PACKING

- 1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause -14. The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
- 2. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other paediatric oral liquid preparations.
- 3. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
- 4. Injection vials should have flip off seals.
- 5. All plastic containers should be made of virgin grade plastic.
- 6. The name of the drug should be printed in clearly legible bold letters (It is advisable that the colour of font be different from other printed matter to make the name highly conspicuous.
- 7. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
- 8. All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act.
- 9. Packing should be able to prevent damages or deterioration during transit.
- 10. In the event of items supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the item 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. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 18.2, 19 and 21.

## I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS

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

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

Every corrugated box should preferably be of single joint and not more than two joints.

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

The flaps should uniform meet but should not overlap each other. The flap when turned by 45-60 should not crack.

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

#### **CARRY STRAP:**

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

For item code 310 Every box should be strapped with two parallel nylon carry straps / BoPP Taped Packing (they should intersect.)

### LABEL:

Every corrugated box should carry a large outer label clearly indicating that the product is for "Rajasthan Govt. Supply-Not for Sale".

The Product label on the cartoon should be large, at least 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:**

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

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

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

## III. SPECIFIATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml AND BELOW 1 LIT.

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

### IV. SPECIFICATION FOR IV FLUIDS

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

### V. SPECIFICATION FOR LIQUID ORALS

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

50 bottles of 100 ml - 120 ml may be packed in a similar manner in a single corrugated box.

If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

### VI. SPECIFICATION FOR OINTMENT/CREAM/GELS PACKED IN TUBES:

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

Every Ointment/Cream/Gel tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

### VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)

Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 Kgs.

In the case of 10 ml Ampoules or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad.

In case of ampoules every grey board box should carry 5 amps alongwith Cutters placed in a polythene bag.

Vials of eye and ear drops should be packed in a individual cartoon with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

Cutters are not required with ampoules in the case of snap off type ampoules.

### VIII. SPECIFICATION FOR ORS

**Primary Packing:-** The pouches/sachets of ORS should be three layered with following composition

Site	Material	Micron	MM	g/m <sup>2</sup>
Inner	Polyethylene	50	0.040-0.050	36.9-46.1
Middle	Aluminium	09	0.009-0.015	24.3-40.5
Outside	Polyester	12	0.012-0.015	12.9-20.9

### Secondary Packages and Tertiary package:-

50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

### IX. LYSOL

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

### 16. QUALITY TESTING

- 1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different empanelled laboratories for testing by the ordering authority after coding). The RMSCL will deduct a sum of 1.5% from the amount of bill payable to supplier on account of handling and testing charges.
- 2. The Drugs shall have the active ingredients within the permissible level throughout the shelf life period of the drug. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.
- 3. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification the ordering authority is at liberty to make alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.
- 4. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
- 5. The products should conform to the standards of IP/BP / USP as the case may be. 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 drugs respective countries pharmacopeia standards shall be acceptable (even if the product is official in IP)

6. The supply of any item shall be considered complete for the purpose of calculation of liquidated damages only when reference standards/ standard testing procedure or test protocol/placebo materials are made available to the corporation along with the supply of items as per the purchase order. However these materials and documents shall be made available by supplier to Quality Cell of RMSCL Headquarter. Such requirement will however be indicated in the purchase order.

### 17. PAYMENT PROVISIONS

- 1. No advance payment towards costs of drugs, medicines etc., will be made to the **Bidder**.
- 2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and analytical laboratory report regarding quality, the payment would be made as soon as possible. (Annexure- XII & XIII)
- 3. The in charge of district drug warehouse (DDW) will acknowledge the drugs received & ensure entry in e- Aushadhi software online.
- 4. All bills/ Invoices should be raised in **triplicate** and in the case of excisable Drugs and Medicines; the bills should be drawn as per **GST Rules / other applicable Rules if any** in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW/**MCDW**.
  - a. In house test report of drug.
  - b. The challan / invoice copy pertaining to DDW/ MCDW
- 5. Payments for supplies will be considered after receipt of reports of standard quality on samples having been tested by approved laboratories of ordering authority.
  - (i) Payments can be initiated if 50 % supply has been made against a purchase order by a supplier before expiry of supply period/extended supply period.
  - (ii) After expiry of supply period/extended supply period payments for actual supplies made against a purchase order will be made although supplies are less than 50 %.
- 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. In case the price of a drug fixed by NPPA (Govt of India) under applicable DPCO is less than the RMSCL contract price, the supplier shall be bound to make the supplies of such items at price fixed by the Govt.
- 7(a) In case of any enhancement in **GST as per** notification of the Government after the date of submission of Bids and during the Bid period, the quantum of additional **GST** so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Drugs approved under the Bid. For claiming the additional cost on account of the increase in **GST**, the Bidder should produce a

letter from the concerned Excise authorities / **GST** authorities (Central and State) for having paid additional **GST** on the goods supplied to ordering authority and also must claim the same in the invoice separately. In case of reduction in rates of **GST** price will be reduced accordingly.

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

- 7(b) In case of successful bidder has been enjoying **GST** exemption **or** any criteria of Turnover etc., such bidder will not be allowed to claim **GST** at later point of time, during the tenure of contract, when the **GST** is chargeable on goods manufactured/**Supplied**.
  - 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 up to 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 1:-** Bidder should apply for extension before expire of original supply period mentioned in purchase order. No request will be considered after the expiry of supply period.
    - **Note 2:-** 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%.
    - **Note 3:-** In specific condition, permission for additional delay of 10 days may be granted for supply, in such a case an additional penalty of 5% shall be levied.
    - **Note 4:-** If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period shall be extended with the condition that if the rate received in new bid(s) invited are lower than the rate contract in operation, then the supplier shall be entitled to the lower rates so received.
  - 9. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier before expiry of supply period indicated in <u>P.O</u>, 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.

10. If the firm is Blacklisted/Debarred by State Govt. of Rajasthan during rate contract period/ after rate contract period, the firm has to follow below mentioned conditions:-

- Further Purchase orders should not be placed to firm.
- > Purchase orders in process shall be cancelled.
- All unconsumed stock from DDWs should be lifted on the cost of firm.
- > If payment is made for unconsumed stock it should be recovered from firm.
- All rate contracts should be cancelled.

### **18.** DEDUCTION IN PAYMENTS:

- 1. If the supply is received in damaged conditions it shall not be accepted.
- 2. All the Bidder are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Bid conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause **No.15.10.**

### 19. 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, his contract will be cancelled and the Bid security Deposit deposited by him along with his Bid, shall stand forfeited by the Bid Inviting Authority and he will also be liable for all damages sustained by the Bid Inviting Authority apart from blacklisting/ debarring the supplier. (As per guidelines for blacklisting/ debarring at annexure IX)
- 2. (i) If the samples drawn from supplies do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days from the issue of letter from ordering authority the information of which may be communicated by e- mail. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS IF THE SUPPLIER does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD drugs within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charge calculated @ 2% per week on the value of the drugs rejected till such destruction.

The Supplier shall replace the stock of NOSQ goods with fresh goods upon intimation to do so by the ordering authority.

- (ii) If RMSCL decides not to return the NOSQ drugs to supplier and decides to destroy NOSQ drugs at its level, then provision of demurrage charge will not apply. Means, if RMSCL writes to supplier to take back NOSQ drugs, then demurrage provision as per 19(2)(i) will be applied and if does not write to take back and decides to destroy drugs at its own level, then demurrage charge provision as per 19(2)(i) will not be applied.
- 3. The supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the Bidder. 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 IX including amendment)
- 4. For supply of drugs of NOT OF STANDARD QUALITY the respective Drugs Controller will be informed for initiating necessary action on the supplier and that the report of product shall be sent to the committee for appropriate action including blacklisting/debarring. (As per guidelines for blacklisting/debarring at annexure IX)
- 5. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
- 6. Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
- 7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- 8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.
- 9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.10, Clause 15.10 and in Clause 16.3 the penalty will be imposed on supplier 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 performance security or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier and provided further that such amount to be levied as per penalty from supplier on account of non-supply shall not be less than 15% of the value of non-supplied even when rates in alternative purchase method are lower / equivalent to rates in original tender.
- 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.
- 12. In the case of litigation as per court decision/award by arbitrator, if any amount of interest is payable/receivable etc. then RMSCL will charge interest@9% per annum simple interest and it will be payable @ 6% per annum simple interest only.

#### 20. EMPANELMENT OF BIDDERS (OPTIONAL)

Bidders which are found eligible / responsive on technical grounds / criteria would be empanelled for those item for which they have bided in the NIB as per Annexure VIII. A The empanelment would entitle a firm to participate in RMSCL's limited bids. Such situations may normally arise when the open bid for a Drugs & Medicines fails and there is an urgency to purchase it, or when the L-1 bidder has fail to supply or the rate contract of an item ceases to exist for any reason. The Bidder has to submit an undertaking in the format given at Annexure-XI.

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

#### 21. SAVING CLAUSE

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.

#### 22. JURISDICTION

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

#### 23. CORRECTION OF ARITHMETIC ERRORS:

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

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

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

#### 24. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

(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 bid 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 VII at point no. 3 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 RMSCL. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to corporation.

# 25. <u>DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT (IN CASE OF PROCUREMENT OF GOODS):</u>

The bid quantity shall be fixed in following manner-

L-1(Single Bidder) 100%

Between L-1 and Rate Matched Firm-1in the ratio of 60:40

Among L-1, Rate Matched Firm-1 and 2in the ratio of 50:25:25

Purchase preference shall be given to MSME's unit of Rajasthan as per notification of Finance (GF&AR Division) Department; Government of Rajasthan notification S.O.165 dated 19.11.2015).

The supply orders for quantity fixed as above may be issued as and when required. RMSCL has full rights to increase or decrease the bid quantity upto any limit during the contract period.

#### 26. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is MD, NHM, Rajasthan Jaipur.

The Designation and address of the Second Appellate Authority is The Additional Chief Secretary / Principal Secretary / Secretary Department of Medical Health & Family Welfare, Govt. of Rajasthan.

#### 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 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 (Annexure X)

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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

#### vi. Fee for filling appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### vii. Procedure for disposal of appeal

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

Authority, as the case may be, shall,-

- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

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

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;

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

#### Conflict of interest:-

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

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

- I. A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:
- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired0 by the Procuring Entity as engineer-in charge/ consultant for the contract.

#### 28. FALL CLAUSE

The prices under a rate contract shall be subject to price fall clause. If the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of

procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

#### 29. APPLICABILITY OF RULES

Besides above conditions the provisions of RTPP Act 2012 & RTPP Rules 2013 and Drugs and Cosmetic Act 1940 and Rules 1945 will be applicable.

Managing Director Rajasthan Medical Services Corporation Ltd

#### ANNEXURE-I

Aoknowledgement	Branch Institute Name Supplier Name Tender Ref. No. Type of Depastit Scient any on Type of Depastit Cush Deposit:  Cush Deposit:  Cush Deposit:  1000 *  500 *  100 *  100 *  20 *  Amount (in words): ₹  Coints *  Coin
For Bank use only  Cashier/Officer	SCU BRY
For Bank use only Auknowledgement Cashier/Officer	Branch Institute Name Institute Name Rajasthan Medical Service Corporation Jaipur Institute ID RMSCJ - Ale No. 60 46 00   9 0 22  Date of Deposit Tender Ref. No. Type of Deposit Denomination Type of Deposit Denomination Total Total Total Total Name of the Depositor Signature  Address for communication  Address for communication  Rajasthan Medical Service Corporation Rajas

#### Form A

### Application by MSME for price preference or Purchase Preference or both in Procurement of Goods

To,
The General Manager
DIC, District
1 Name of Applicant with Post

- 1. Name of Applicant with Post
- 2. Permanent Address
- 3. Contact Details
  - a) Telephone No.:
  - b) Mobile no.:
  - c) Fax no.:
  - d) Email Address:
- 4. Name of micro & small enterprise:
- 5. Office Address:
- 6. Address of Work Place:
- 7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandam (enclose photo copy)
- 8. Products for which Entrepreneurs Memorandum-II/ Udyog Aadhaar Memorandum availed:
- 9. Products for which are at present being produced by the enterprise:
- 10. Products for which price preference or Purchase preference or both has been applied for:
- 11. Production capacity as per Capacity Assessment Certificate

  (enclose photocopy of Capacity Assessment Certificate )

Serial No	Product	Production Capacity				
		Quantity	Value			
1						
2						
3						
4						

#### 12. List of Plant & Machinery installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			
2			
3			

-

13. List of Testing Equipments installed

Serial No	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

- 14. Benefits availed as per price preference certificate in last financial year and current financial year
  - a. Benefits depositing Bid Security and Performance Security:

Last financial	year	Current financial year		
Departments	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last financial year				Current financial year				
Departments	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	No. & Amount Date of for purchase which			

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10

Date

Signature (Name of the applicant along with seal of post)

**CERTIFICATE** 

(See clause 3(ii))

File no.	
Date	
It is certified that M/s	was inspected by
	on dated and
applicant. The enterprise is eligible to both under this notification. The certification applicant is eligible to both under this notification.	e are correct as per the record shown by the for Price Preference or Purchase Preference or ficate is valid for one year from the date of its
issue.	
Office Seal	Signature (Full Name of the Officer) General Manager District Industries Centre Rubber Seal/Stamp
Enclosure- (1) Application (2)	

(3)

ANNEXURE-II (B) Ref. Clause No.8 & 3(ii)

# Form-'B' Format of Affidavit (On Non Judicial Stamp Paper of Rs. 10/-)

IS/o	Age	Y	rs		residing
atProprietor/Pa	rtner/Director	of M/s	5	do	hereby
solemnly affirm and declare that:					
(a) My/Our above noted enterprises	s M/s			has be	en issued
acknowledgement of Entrepreneurial	Memorandum	Part-II	by the	Districts	Industries
CenterThe	ackr	nowledge	ment		No.
isdated	and has is	sued for	Manufa	cture of	following
items.					
(i) (ii) (iii) (iv) (v) (b) My/Our above noted acknowledgen	nent of Entrepr	eneurial :	Memoran	dum Part	t-II has not
been cancelled or withdrawn by the Indu	ustries Departm	ent and t	hat the er	nterprise i	s regularly
manufacturing the above items.					
(c) My/Our enterprise is having all the r	equisite plant a	nd mach	inery and	is fully e	quipped to
manufacture the above noted items.					
Place	Signature of Authorized Star	-	with Rub		
VI	ERIFICATION	N			
I	Pro d confirm that	prietor/Pathe conte	artner/Din nts at (a),	rector (b) & (c)	of above are

**DEPONENT** 

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**ANNEXURE-III** 

(Ref. Clause No. 2 (i), 5 (n))

### ANNUAL TURN OVER STATEMENT

medical d	levices business) of M/s		for
oast three	e years are given below and	certified that the state	ment is true and correct.
	, .		
S.No.	Years	Turnov	ver in Crore (Rs)
1	2021-22		
2	2022-23		
3	2023-24		
	Total	Rs.	Crore
Avo	erage turnover per annual	Rs.	Crore
Avo	erage turnover per annual		Crore
Avo	Years	<u>OR</u>	ver in Crore (Rs)
S.No.	Years 2022-23	<u>OR</u>	
S.No. 1 2	Years 2022-23 2023-24	<u>OR</u>	
S.No. 1	Years 2022-23 2023-24 2024-25	OR Turnov	ver in Crore (Rs)
S.No. 1 2	Years 2022-23 2023-24	<u>OR</u>	
S.No.  1 2 3	Years 2022-23 2023-24 2024-25	OR Turnov	ver in Crore (Rs)
S.No. 1 2 3	Years 2022-23 2023-24 2024-25 Total	OR Turnov Rs. Rs.	ver in Crore (Rs)  Crore  Crore
S.No. 1 2 3	Years 2022-23 2023-24 2024-25 Total	OR Turnov	ver in Crore (Rs)  Crore  Crore
S.No. 1 2 3	Years 2022-23 2023-24 2024-25 Total	OR  Turnov  Rs.  Rs.  Signature of A	ver in Crore (Rs)  Crore  Crore  Auditor/ ountant

#### **ANNEXURE-IV**

#### Ref. Clause No.12(a)

day of

#### **AGREEMENT**

This Deed of Agreement is made on this

	2025 b	y M/s		r	epresen	ited by	its
Proprietor/Managing	partner/Managing	Director	_	its Regis s Factory	stered	Office	at
Premises at							
(hereinafter referred to	as "Supplier" whic	h term shal	l include it	s successo	rs, repr	esentati	ves,
heirs, executors and	administrators unl	less exclud	ed by the	Contract)	on on	ie part	and
Rajasthan Medical So	ervices Corporation	Ltd, repr	esented by	its Exec	utive D	Director	(P)
having is office at Sw	asthya Bhawan, Tila	ak Marg, C	-Scheme, J	aipur (her	einafter	referre	d to
as "The Purchaser" wh	nich term shall inclu	de its succe	essors, repre	esentatives	, execu	tors assi	gns
and administrator unle	ss excluded by the C	Contract) or	the other p	oart.			
Where as the S	supplier has agreed to	o supply to	the Purcha	ser, the Dr	ugs and	l Medici	ines
with specifications me	ntioned in the Scheo	lule attache	d here to at	the prices	noted t	there in	and
in the manner and und	der the terms and co	onditions he	ere in after	mentioned	l and w	here as	the
Supplier has	deposited wit	h the	Purch	aser a	a s	sum	of
Rs				(Ru	pees	only)	as
Performance Security	for the due and faith	nful perform	nance of th	is Agreem	ent, to	be forfe	ited
in the event of the S	upplier failing duly	and faithf	ully to per	form it. N	low the	se prese	ents
witness that for carrying	ng duly and faithfull	y to perfori	n it. Now t	hese prese	nts witr	ness that	for
carrying out the said A	•						
do hereby mutually co		tract and ag	gree each of	f them with	h the ot	her of th	ıem
in the manner following	•						
•	reement", wherever t			-			
	ditions contained in						
	or Drug & Medicines	•			-		
(Rate Cont		period	•		.10.202	,	No.:
` '	CL/PROCUREMENT/DI				,	nd techn	
_	on 16.07.2025 the						
*	Bid, particulars he			d those go	eneral a	and spe	cial
	t may be added from			ъ.		ca D	
• • • • • •	ment is for the suppl	•				of the D	
and Medicines the Agreemen	s specified in the ag t.	greement o	n the term	s and cond	litions	set forth	1 1n
(b) This Agree	ment shall be deeme	ed to have c	ome into fo	orce with e	ffect fr	om the o	date
of issuance of	letter of acceptance	noaı	nd dated	and it sh	all rem	ain in fo	orce

up to 31.10.2027 and extendable upto 3 months, if required. Firm shall be bound to

(c) The Bid quantity noted against each item in the schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the

accept the extension period of Rate Contract.

Drugs and Medicines on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities of the purchaser specifying the quantities required to be supplied required to be supplied at the specific location in the state of Rajasthan.

#### TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

## SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

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

BANKRUPTCY OF THE SUPPLIER

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

**SERVING OF NOTICE ON SUPPLIER** 

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

  SUPPLIER (Signature, Name EXECUTIVE DIRECTOR (P),

  & Address With Stamp) RAJASTHAN MEDICAL SERVICES

  CORPORATION LTD.

8 All disputes arising out of this agreement and all questions relating to the interpretation of

Witness (Signature, Name & Address)		Witness
1.	1.	
2	2	

### ANNEXURE – V Ref. Clause No. 5 (t)

### **Check List**

Section	Details of requirement	Document Type	Yes/No If Yes Page No.
A	BID SECURITY DEPOSIT, RISL Fess, Bid Processing Fees, Empanelment Fees.	Challan/DD/ e-deposit generated receipt of Bid Security Deposit, bid fee, RISL fee, empanelment fee and SSI certificate for exemption with Annexure-II	
В	Mandatory documents	Manufacturing Licence/loan licence (as per point 2 (b) of eligibility criteria)/ Manufacturing Licence renewal/Retention/validity certificate	
		For co-marketer- Import license of principle manufacturer of patented/proprietary imported items with other relevant documents (as per point 5(f)(iii))	
		Non Conviction Certificate issued by the Drugs Controller((as per point 2 (f) of eligibility criteria)  WHO-GMP Certificate (as per point 2 (e) of eligibility	
		criteria)	
		Import License/ renewal/Retention /validity certificate, if imported. ((as per point 2 (c) of eligibility criteria)	
		Sale License renewal/Retention /validity certificate, in the case of imported drugs ((as per point 2 (c) of eligibility criteria)	
		Record of import/ Market Standing Certificate to establish 3 years market standing, if imported. ((as per point 5 (j)(ii) of eligibility criteria)	
		Product Permissions by the State Licensing Authority / Central Licensing Authority for each and every product quoted. ((as per point 2 (d) of eligibility criteria)	
		Market Standing Certificate issued by the State Licensing Authority / Central Licensing Authority ((as per point 2 (g) of eligibility criteria)	
		Annexure-VII Declaration and Undertaking (as per 2 (h) of eligibility criteria)	
		The instruments such as power of attorney resolution of board etc bidder authorization Certificate (As per 5 (e)	
С	Other Documents	Annexure-III -Annual Turnover Statement (as per 2 (i), 5(n) of eligibility criteria)	
		GST registration and GST Return (as per 2 (i) of eligibility criteria)	
		Annexure-VI Check List Of Details Regarding Products Quoted	
		Documentary evidence for the constitution of the company / concern	
		Copies of balance sheet & profit loss account for three years	
		Copy of PAN	
		0 1	
		Requirement	
		Annexure-XI Undertaking For Empanelment  Annexure -XV Land Border Country Registration Requirement  Annexure -XVI Performance Security Declaration	

Note:-In case of non-submission of above mentioned mandatory documents with the original bid, the firm will be treated as Non-responsive and further question / queries / clarifications will not be sought.

### Check list of details regarding quoted products

S. No.	Quoted Item /Code no.	enclosed permission Issue date and certificate		Non Conviction certificate Issue date		SC product t since last 3	
		no.	, ripprovui	page no.	and enclosed on page no.	Page No.	Date of Issue
1							
2							
3							
4							
5							

#### Annexure - VII

**Ref.** Clause No. 2 (h) (k), 5 (q)(r)(s)(t)(v), 24(i)

#### **Declaration & Undertaking**

(For No.: F.02(426)/RMSCL/PROCUREMENT/DRUG/NIB-05/2025/	Dated:-
---	---------

#### (On Non-Judicial Stamp Paper of Rs 500/-)

I	Name	S/o	Age	Prop./Partner/Director/Po	wer of	attorn	ıey
holde	er/Authorized	person of firm	M/s	situated at	(Complete	address	of
Mfg.	unit)			bearing drug license o	n Form 25	, 28, 10	etc
beari	ng Number	8	&	resp	ectively,	issued	on
dated		valid/Renewe	d up to	do here by declare	e on oath as	follows:-	

- 1. That none of the quoted Drug and Medicines manufactured / imported/co-marketed by us since grant of above drug license have been found as of spurious or adulterated quality and no case in this regard is pending in any court.
- 2. That the quoted product is manufactured/imported/ co-marketed by us, and none has been declared as "Not of standard quality" during last two years.
- 3. That we have following Commitment of quantity in our plant at above address [Ref. Clause No. 9(2) & 24 (i)]:-

S. No.	Quoted item Code No. & Name of Drugs	Monthly Capacity in all shifts in nos.	Annual Productio n Capacity	Supply Commitm ent quantity during rate contract period(no t be less than estimated bid	Estimated Bid Quantity as per Annexure VIII	Bid security deposited @ 2% of estimated bid value as mentioned in Annexure VIII. (In Rs.)	GSTIN Number & Name of State where GSTIN registered
1.				quantity)			
2.							

### Bidder is bound to supply minimum 5% of bid quantity on monthly basis and entire bid quantity within the contract period as per Purchase order.

- 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 its any agencies (central Drugs procurement agencies). But my firm is blacklisted/banned/debarred on a different ground by a procurement agency, the details of which are given below-------(Write 'NIL' if no such matter exists)
- 5. That our Firm/Company and its Proprietor/Partner/Directors/ Power of attorney holders have not been convicted for contravention of any provisions of Drugs & Cosmetic Act 1940 and rules made there under since grant of license.

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

S. No.	Cod e No.	Name of the Product	Date of product permission obtained from the Licensing Authority	Whether Endorsement is in Generic or Trade Name	Issuing Licensing Authority	Sale License no. (in case of imported item(s))	Manufacturing /loan/Import License Number for quoted items
1.							
2.							

- 7. That we have over three years' experience in the manufacture of the quoted product, or the quoted imported product has over 3 years market standing.
- 8. That we have own in-house testing laboratory wherein all the tests required w.r.t. the quoted products are carried out.
- 9. a. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of drugs
- 11. That I will supply the Drug and Medicines as per the designs given in Bid and as per the instructions given in clause No. 14.
- 12. That I/We have carefully read all the conditions of e- Bid in Ref. no No.: F.02(426)/RMSCL/PROCUREMENT/DRUG/NIB-05/2025/ Dated:- for Rate Contract cum Supply, of Drugs and Medicines (Rate Contract for the period ending on 31.10.2027) for Rajasthan Medical Services Corporation Ltd and accept all conditions of Bid, including amendments if any. If case of typographical error found in submitted documents / affidavits, in this case we accept all the Terms and conditions of bid documents.
- 13. I/We agree that the Bid Inviting Authority forfeiting the Bid security Deposit and or Performance Security 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 at the time of inspection and not complying the conditions as per Schedule M of the said Act or at any time during the Bid process.
- 14. I/ we hereby declare under Section 7 & 11 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. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.
- f. I/we have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.
- 15. The quoted rates of any items is not more than the price fixed by the govt. under the current drugs (Price control) order.
- 16. I/We undertake that I/We shall strictly adhere to the provisions of clause number 28 "Fall clause" of Bid document.
- 17. The submitted Average Annual Turnover certificate is related to (for Drugs & Medicines including Surgical and sutures or medical devices business).

18. Our	complete	address	for
communication			
•••••		Pin	
•••••			
Pan No			
E-mail address:	:		
Phone No. /Mob	ile No		
19. Bank detail for	e banking :-		
Name of accou	nt holder		
Full name of B	ank with Branch		
Address of Ban	k	Pin	
	ll digits		
IFSC code			

(Name of Deponent & Signature) Designation

**Verification** 

I	as mentioned above, are declare on oath, that if a pricated; the Corporation	true & correct to the best of my ny information furnished by me as will be at liberty to cancel the Bid
Witness:- (Name, Address & Signature)		(Name of Deponent & Signature)

\*Certificates on which validity period has not been mentioned, such certificate should not be older than one year from the last date of submission of application/ bid.

2

#### Annexure – VIII

Ref. Clause No. 5(a), 9 (2, 3)

**List of Drugs with Specifications** 

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
1	6	Halothane BP [6]	250 ml in Amber Colour Bottle (Rate should be quoted for single unit)	36	3740	4260009.60	85200.19	
2	136	Chlorambucil Tab IP 5 mg [136]	30 Tab Bottles (Rate Should be quoted for 30 Tab)	24	15074	147725.20	2954.50	
3	148	Fluorouracil Inj IP 250 mg/ 5ml [148]	5 ml Ampoule (Rate should be quoted Single Unit)	24	87806	848205.96	16964.12	
4	154	Methotrexate Tab IP 2.5 mg [154]	10 x 10 Tab strip (Rate should be quoted for 100 tablet)	36	1244442	1152477.74	23049.55	
5	159	Vincristine Injection IP 1 mg [159]	Vial / Amp (Rate should be quoted Single Unit)	24	29728	1155557.09	23111.14	
6	189	Digoxin Inj IP 0.25 mg/ml [189]	2 ml Amp 25 Ampoules	24	139202	795121.82	15902.44	
7	248	Hydrogen Peroxide Solution IP 6 o/o (20 Vol) [248]	400 ml bottle with inner cap (Rate Should be quoted for single unit)	24	704552	12625571.84	252511.44	
8	282	Clomifene Tablets IP 25 mg[282]	10 x10 Tab strip (Rate Should be quoted for 100 Tab )	24	546584	501921.53	10038.43	
9	283	Clomiphene Tablets IP 50 mg[283]	10 x10 Tab Strip (Rate should be quoted for 100 Tab.)	24	656394	727148.02	14542.96	
10	310	Tetanus Vaccine (adsorbed) IP 5 ml vial [310]	5 ml Vial (Rate Should be quoted for Single Unit)	36	2765208	74125548.25	1482510.97	
11	388	Calcium Gluconate Inj IP 10% (IV use) [388]	10 ml Amp (25 Amp) (Rate should be quoted 25	36	1650448	7763707.39	155274.15	

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
		-	amp)					
12	399	Concentrated Solution for Haemodialysis B.P Acetate concentrate in 10 Litre Cans. [399]	10 Ltrs Plastic Can (Rate should be quoted for 10 Ltrs Plastic Can) (Rate Should be quoted for single unit)	24	23482	7416554.88	148331.10	
13	401	Peritonial Dialysis Solution IP [401]	1000 ml FFS/ BFS Pack(Rate should be quoted for single unit)	24	33556	1259021.12	25180.42	
14	420	Phenobarbitone Inj IP 200mg/ml [420]	1 ml Amp/Vial (Rate should be quoted for Single Unit)	24	317098	3228311.32	64566.23	
15	423	Hyaluronidase Injection IP Each vial contains Hyaluronidase IP 1500 I.U. [423]	Vial (Rate should be quoted Single Unit)	24	94490	6878872.00	137577.44	
16	444	Aspirin Gastro resistant Tablets IP. Each enteric coated tablet contains Acetyl Salicylic Acid 75 mg [444]	10 x 14 Tablets Strip (Rate should be quoted 140 Tab Strip)	24	81200290	14291251.04	285825.02	
17	457	Amlodipine and Enalapril Maleate Tablets (Amlodipine Besilate equivalent to Amlodipine 5 mg, Enalapril Maleate 5 mg) [457]	10x10 Tab Strip (Rate should be quoted for 100 Tab)	24	6815112	6030011.10	120600.22	
18	484	Timolol Eye Drops IP 0.5 o/o w/v [484]	5 ml Squeeze Vial (Rate should be quoted for Single unit)	24	223614	2128805.28	42576.11	
19	549	Clopidogrel and Aspirin Tables, Clopidogrel 75 mg and Aspirin 75 mg [549]	10x10 / 10x15 Tab Blister/strip (Rate should be quoted for 100 tablets)	24	90927754	111513797.51	2230275.95	
20	557	Urokinase Injection 5 Lac Unit (Lyophilized) [557]	Vial (Rate should be quoted for Single Vial)	24	12190	24959025.00	499180.50	

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
21	612	Betaxolol Eye Drops 0.5 o/o IP [612]	5 ml Squeeze Vial (Rate should be quoted for Single vial)	24	32622	706618.62	14132.37	
22	619	Terbutaline Tablets IP 2.5 mg[619]	10x10 Tablet(Rate Should be quoted for 100 Tablet)	24	2875390	1094948.51	21898.97	
23	622	Calcium with Vitamin D Tablets USP /Calcium and Colecalciferol Tablets BP/Calcium and Vitamin D3 Tablets IP(Elemental Calcium 500 mg, Vitamin D3-250 IU) (Non- Chewable) [622]	10x10 Tablet (Rate Should be quoted for 100 tab.)	24	67081910	123967370.05	2479347.40	
24	632	Mannitol with Glycerin Injection 10% +10% w/v (For Intravenous Infusion) [632]	100 ml FFS/BFS Bottle(Rate should be quoted for Single unit)	24	47780	1257034.46	25140.69	
25	644	Vitamin K-1 (Phytomenadione) IP 1mg/0.5ml injection (Detail in RC) [644]	Each Pack along with syringe in a unit carton (Rate Should be quoted for Single Unit)	24	2716274	22421212.11	448424.24	
26	687	Concentrated Solution for Hameodialysis BP Sodium Hydrogen Carbonate Concentrate in 10 Litre Cans [687]	Part A (10 Ltrs Plastic Can) Part B (One Packet of 820 to 900 gm) ((Rate should be quoted for Part A (10 Ltrs Plastic Can) & Part B (One Packet of 820 to 900 gm))	24	59564	20680620.80	413612.42	

Estimated Bid Required Bid Sr. **ITEM** Item description **Packing** Minimum **Estimated** Remark Value (Rs) Security @2% No. Code unit labelled Bid Qty. **Estimated Bid Shelf Life** for 2years Value (In Rs.) (In Months) 9 3 4 2 5 8 1 6 27 701 10X10 18 829670 669045.89 13380.92 Tab Lamotrigine IP 50 mg (Each (Rate Sustained Release Should be / Prolonged quoted for 100 Tablet) Release Tablet contains Lamotrigine IP 50 mg) [701] 704 10X10 28 24 1526900 4993573.76 99871.48 Tab Lacosamide 100 mg (Each (Rate Film Coated should be quoted for Tablet contains 100 Tab) Lacosamide 100 mg)[704] 29 736 Tab 10X10 24 276010 10433.18 521658.90 Cyclophosphamide Tablets (Rate Should IP 50 mg (Each Sugar Coated be quoted for Tablet contains 100 Tablet) Cyclophosphamide ΙP 53.5 mg equivalent Anhydrous Cyclophosphamide 50 mg) [736] 30 742 Tab. 6 Thioguanine 10X10 24 6986 160398.56 3207.97 IP 40 mg Tablets(Rate (Each Uncoated Should Tablet contains 6 be quoted for Thioguanine IP 40 100 Tablet) mg) [742] 748 Recombinant F IX Vial with 3778 31 24 61486950.00 1229739.00 500 IU with diluent diluent (Rate should [748] be quoted Single Unit) 749 3rd Generation 32 Vial with 24 15146 24610356.75 492207.14 Recombinant F VIII diluents 250 IU with diluent (Rate should [749] be quoted for Single unit) 750 3rd Generation Vial with 13616 1764225.12 33 24 88211256.00 Recombinant F VIII diluent (Rate 1000 IU with should be diluent [750] quoted for Single unit) 753 30492 34 Inj. Esmolol 10 ml 24 2936989.44 58739.79 hydrochloride (Rate should 10mg/ml 10ml Size be quoted [753] Single Unit) 785 10 X 10 Tab 35 Tab Levamisol 24 127420 54229.95 1084.60 Hydrochloride IP (Rate should 50 mg (Each be quoted Uncoated tablet 100 Tab) conatin levamisol Hydrochloride IP 50 mg) [785]

Estimated Bid Required Bid Sr. **ITEM Item description Packing** Minimum **Estimated** Remark Value (Rs) Security @2% No. Code unit labelled Bid Qty. **Estimated Bid Shelf Life** for 2years Value (In Rs.) (In Months) 9 2 3 4 5 8 1 6 489B 56672829.58 36 Iron and Folic 10x15 24 52058375 1133456.59 Other Acid Tablets **Tablets** (Remaining 2 additional (IFA-Blue) Each Aluminium Shelf life at specific Blister the time of requiremen sugar coated tablet shall Pack (Rate delivery t given in contain: Dried Should be 5/6th of Annexure Ferrous Sulphate quoted for labeled "AA" IP 200 mg 150 Tab) Shelf life) equivalent to-Elemental Ferrous iron - 60 mg Folic Acid IP- 0.5 mg 37 490R Iron and Folic 10X10 29938461 32893986.31 657879.73 Other 24 (Remaining **Acid Tablets Tablets** additional Aluminium Shelf life at (IFA-Red) Each specific Blister the time of requiremen sugar coated tablet shall Pack (Rate delivery t given in contain: Dried Should be 5/6th of Annexure Ferrous Sulphate quoted for labeled "AA" IP 200 mg 100 Tab) Shelf life) equivalent to-Elemental Ferrous iron - 60 mg Folic Acid IP-0.5mg38 NRD-21 Dacarbazine 200 vial / Amp 24 18634 1612631.08 32252.62 mg Inj. USP [NRD-(Rate should 21] be quoted Single Unit) NRD-26 Isotretinoin 10mg 10x10 / 15 39 24 836020 575850.58 11517.01 strip/blister Cap. IP [NRD-26] of Cap (not more than  $100\pm 10$  in a box) (Rate should be quoted for 100 cap) Vitamin A 25000 40 NRD-38 10x10 24 327500 289001.72 5780.03 IU Cap. IP [NRD-(Rate should 381 be quoted 100 Cap) Amorolfine 0.25% 41 NRD-46 15 gm 24 118040 991536.00 19830.72 Cream [NRD-46] (Rate should be quoted Single Unit) NRD-51 Glycolic Acid 6% 42 30 gm 24 74762 1230881.57 24617.63 Cream [NRD-51] (Rate should be quoted Single Unit) 43 NRD-53 Hydroquinone 2% 24 253258 1772806.00 35456.12 20 gm Cream USP [NRD-(Rate should 531 be quoted Single Unit) NRD-71 44 Diastase, Pepsin 18 275550 3360828.24 67216.56 15 ml(Rate with simethicone Should be 15ml DropEach ml quoted for contains Diastase Single unit)

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
		(1:1200) 33.33mg, Pepsin (1:3000) 5mg & Simethicone emulsion 40mg [NRD-71]						
45	NRD-76	Hydroxyzine Hydrochloride Oral Solution / Drop 6mg/ml [NRD-76]	15 ml (Rate should be quoted Single Unit)	24	238128	1520209.15	30404.18	
46	NRD-81	Ferrous Ascorbate and Folic acid Drops 15ml (each ml contains Ferrous Ascorbate 10mg and Folic acid 100mcg) [NRD-81]	15 ml (Rate should be quoted Single Unit)	18	78200	500980.48	10019.61	
47	NRD-83	Vitamin – E 50mg/ml Drops 15ml [NRD-83]	15 ml (Rate should be quoted Single Unit)	18	11320	879754.18	17595.08	
48	NRD-94	Natamycin Opthalmic Suspension 5% Eye Drop IP [NRD-94]	5 ml (Rate should be quoted Single Unit)	24	57406	1626656.42	32533.13	
49	NRD-95	Olapatadine 0.1% and Ketorolac 0.4% Ophthalmic Solution [NRD-95]	5 ml (Rate should be quoted Single Unit)	24	169084	1325618.56	26512.37	
50	NRD-104	HPMC 0.3% Eye Drop [NRD-104]	5 ml (Rate should be quoted Single Unit)	24	97060	1195779.20	23915.58	
51	NRD-105	Itraconazole 1% Eye Drop [NRD-105]	5 ml(Rate should be quoted Single Unit)	24	9960	97608.00	1952.16	
52	NRD-123	Chloramphenicol 1%, Polymyxin B Sulphate (10000 Units) and Dexamethasone 0.1% Sodium Phosphate Eye Ointment [NRD- 123]	5 gm (Rate should be quoted Single Unit)	24	49624	917051.52	18341.03	
53	NRD-155	Progesterone Injection 50 mg Inj. BP [NRD-155]	vial / Amp (Rate should be quoted Single Unit)	24	19100	226755.20	4535.10	
54	NRD- 174	Carfilzomib 60 mg Inj. [NRD- 174]	vial / Amp (Rate should be quoted Single Unit)	18	5124	28051645.44	561032.91	
55	NRD- 175	Carmustine 100 mg Inj. IP [NRD- 175]	vial / Amp (Rate should be quoted	24	264	319334.40	6386.69	

Estimated Bid Required Bid Sr. **ITEM Item description Packing** Minimum **Estimated** Remark Value (Rs) Security @2% No. Code unit labelled Bid Qty. **Estimated Bid Shelf Life** for 2years Value (In Rs.) (In Months) 9 2 3 4 7 1 5 6 8 Single Unit) 56 NRD-Cladrabine 10 mg vial / Amp 24 1304 12260729.60 245214.59 193 Inj. [NRD-193] (Rate should be quoted Single Unit) 57 NRD-Degarelix 120 mg 1330 vial / Amp 24 10564243.20 211284.86 210 Inj. [NRD-210] (Rate should be quoted Single Unit) NRD-214 Detemir Insuline Vial / Pre 24 6142500.00 58 7800 122850.00 100IU/ml Injection Filled Pen / 3ml [NRD-214] Pen alongwith 03 Cartridge and 05 needles(Rate should be quoted Single Unit) 59 NRD-224 Enalaprilat Injection vial / Amp 24 2080 16307.20 326.14 (Rate should 1.25mg/ml in 1ml Ampoule [NRDbe quoted 224] Single Unit) NRD-225 Ephedrine 30 60 vial / Amp 24 5170 36595.33 731.91 (Rate should mg/ml Inj. BP in 1ml Ampoule be quoted [NRD-225] Single Unit) NRD-228 Eribulin 0.5mg Inj. 24 1684 61 vial / Amp 41763205.39 835264.11 [NRD-228] (Rate should be quoted Single Unit) 62 NRD-Fludarabine vial / Amp 24 2584 3646540.80 72930.82 Phosphate 237 [ Rate Injection 100mg should be Inj. IP [NRDquoted for 237] Single unit] 63 NRD-238 Fludarabine vial / Amp 24 2764 2089584.00 41791.68 Phosphate Injection (Rate Should 50mg Inj. IP be quoted for [NRD-238] Single vial / Amp) NRD-241 Folic Acid 10 ml (Rate 24 73272.64 64 93460 3663632.00 Cynocobalamine should be and Nicotinamide quoted for Injection (Each ml single unit) contains Folic Acid 15mg/ml Cynocobalamine 500 mcg/ml and Nicotinamide 200 mg/ml) in 10 ml [NRD-241]

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
65	NRD-252	Horse ATG(Anti Thymocyte Globulin) 250 mg Inj. [NRD-252]	vial / Amp (Rate Should be quoted for Single Unit)	24	4500	36855000.00	737100.00	
66	NRD-253	HP HMG (Highly Human Menopausal parodied Gonadotropin) 150 IU Inj. IP [NRD- 253]	vial / Amp (Rate should be quoted Single Unit)	24	17540	4862088.00	97241.76	
67	NRD-255	Hydralazine 20mg/ml Inj. IP 1ml vial/ampoule	vial / Amp (Rate should be quoted for single unit)	24	1540	9020.70	180.41	
68	NRD-260	Insulin Glulisine (Monocomponent Insulin Glulisine) 100 IU/ml Injection 3 ml [NRD-260]	Vial / Pre Filled Pen / Pen alongwith 03 Cartridge and 05 needles (Rate should be quoted Single Unit)	24	15810	10433912.27	208678.25	
69	NRD-264	Invert Sugar Injection IP 10% w/v [NRD-264]	500ml Bottle (Rate should be quoted Single Unit)	24	8860	246492.29	4929.85	
70	NRD-274	Levosulpride 12.5 mg/ml Injection 2ml [NRD-274]	vial / Amp (Rate should be quoted Single Unit)	24	259180	1015985.60	20319.71	
71	NRD-275	Inj. Lignocaine (preservative free) (Each ml contains Lignocaine IP 21.3 mg sodium chloride IP 6.0 mg 50 ml vial) [NRD-275]	50 ml vial(Rate Should be quoted for Single Vial)	24	66988	1919876.08	38397.52	
72	NRD-288	Inj. Methotrexate 250 mg (each ml contain Methotrexate 25 mg in 10ml vial) [ NRD-288]	10ml vial (Rate should be quoted Single Unit)	24	7040	780595.20	15611.90	
73	NRD- 289	Methotrexate 1000 mg Inj. IP [NRD-289]	vial / Amp (Rate should be quoted Single Unit)	24	14800	3642731.40	72854.63	
74	NRD-292	Inj. Methylprednisolone Acetate 125 mg I.P. (Each vial contains Methylprednisolone Acetate 125 mg) [NRD-292]	vial / Amp (Rate should be quoted for single unit)	24	28332	727293.77	14545.88	
75	NRD-293	Inj. Metotrexate	Ampoule	24	3780	40325.04	806.50	

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
<del>-</del>	-	15mg/ml (Each ml contains Metotrexate 15mg) [NRD-293]	(Rate Should be quoted for one amp.)	-				-
76	NRD-297	Mitomycin 40 mg Inj. IP [NRD- 297]	vial / Amp(Rate should be quoted Single Unit)	24	2688	4606156.80	92123.14	
77	NRD-301	Moxifloxin 400mg/100ml Inj. [NRD-301]	100 ml bottle (Rate should be quoted Single Unit)	24	111660	2988914.88	59778.30	
78	NRD-304	Nandrolone Decanoate 100mg Inj. IP [NRD-304]	vial / Amp (Rate should be quoted Single Unit)	24	8990	80550.40	1611.01	
79	NRD-316	Inj. Sodium Chloride 0.9% 1000 ml Glass Bottle Inj. IP [NRD- 316]	1000 ml Glass Bottle (Rate Should be quoted for Single unit)	24	43984	2364579.84	47291.60	
80	NRD- 319	Octreotide LAR (long Acting Release) 30 mg Inj. [NRD-319]	vial / Amp (Rate should be quoted Single Unit)	24	4356	45280620.00	905612.40	
81	NRD-322	Ornidazole 500mg Inj. IP [NRD- 322]	vial / Amp (Rate should be quoted Single Unit)	24	32290	559831.10	11196.62	
82	NRD-338	Plerixafor 24 mg Inj. [NRD-338]	vial / Amp (Rate should be quoted Single Unit)	24	284	1972096.00	39441.92	
83	NRD-347	Rasburicase 1.5 mg Inj. [NRD-347]	vial / Amp (Rate should be quoted Single Unit)	24	1158	6419952.00	128399.04	
84	NRD-351	Recombinant LH 75IU Inj. [NRD- 351]	vial / Amp (Rate should be quoted Single Unit)	24	3700	5801600.00	116032.00	
85	NRD-353	Risperidone prolonged released Depot/Suspension 25 mg Injection [NRD-353]	vial / Amp (Rate should be quoted Single Unit)	24	2812	9704621.43	194092.43	
86	NRD-354	Risperidone prolonged released Depot/Suspension 50 mg Injection [NRD-354]	vial / Amp (Rate should be quoted Single Unit)	24	2022	13522165.44	270443.31	
87	NRD-362	Ropivacaine 0.75% 3 Ml Ampule (Heavy) Injection [NRD-362]	20 ml Amoule(Rat e Should be quoted for Single amp.)	24	32860	2090053.73	41801.07	
88	NRD-369	Inj. Streptomycin	Vial	24	29010	1173582.14	23471.64	

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
		Injection 500mg/ vial (Each Vial Contains: Streptomycin 500 mg) [NRD-369]	(Rate Should be quoted for Single vial)					
89	NRD-387	Trabectedin 1 mg Inj. [NRD- 387]	vial / Amp(Rate should be quoted Single Unit)	24	84	1401792.00	28035.84	
90	NRD- 393	Trypan blue 0.06% w/v Injection [NRD- 393]	1ml vial (Rate should be quoted Single Unit)	24	22680	1480913.28	29618.27	
91	NRD-419	Clotrimazole 10Mg Lozenses [NRD- 419]	10x10 (Rate should be quoted 100 Tab)	24	84620	142161.60	2843.23	
92	NRD- 425	Levosalbutamol 50mcg. and Ipratropium 40mcg. MDI [NRD-425]	120/ 180/ 200MDI (rate should be quoted per dose)	24	182170	27340073.60	546801.47	
93	NRD-438	Ointment Neomycin, Polymyxin B and Bacitracin Zinc Ophthalmic 5 gm (Each gram contains polymyxin B sulfate usp 5000 units, Bacitracin 400 units ,Neomycin sulphate and Zinc Oxide in Ointment base) [NRD-438]	5 gm (Rate Should be quoted for Single unit)	24	25540	3057138.00	61142.76	
94	NRD-458	Glycopyrronium Inhalation Solution 25mcg 2 ml [NRD- 458]	2 ml (Rate should be quoted Single Unit)	24	216380	5394613.06	107892.26	
95	NRD-477	Amlodipine oral solution 1 MG/ ML Syrup B.P. [NRD- 477]	100 ml (Rate Should be quoted for Single unit)	24	100	1444.80	28.90	
96	NRD-522	Triclofos oral suspension500 mg/ 5ml in 30ml Syrup I.P. [NRD-522]	30 ml(Rate should be quoted for Single Unit)	24	47730	1323075.60	26461.51	
97	NRD-534	Tab. 6- Mercaptopurine 20 mg I.P.[NRD-534]	10x10 Tablet (Rate Should be quoted for 100 Tablet)	24	50600	148764.00	2975.28	
98	NRD-577	Cholchicine 0.5mg Tab. I.P. [NRD- 577]	10x10(Rate should be quoted 100	24	32300	71628.48	1432.57	

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
99	NRD- 597	Dacomitinib 15 mg Tab.	Tab)  10x10 / 30  Tablet (Rate Should be quoted for 100 Tablet	24	52000	58618560.00	1172371.20	
100	NRD-600	Dapoxetine 30 mg Tab. I.P. [NRD- 600]	10x10 (Rate should be quoted for 100 Tab)	24	141200	166051.20	3321.02	
101	NRD-677	Tab. Methimazole 5 mg (Each tablet contains Methimazole 5 mg ) [NRD-677]	10x10 Tablet (Rate Should be quoted for 100 Tablet)	24	60620	440501.29	8810.03	
102	NRD-678	Methimazole 10mg Tab. USP [NRD- 678]	10x10 (Rate should be quoted 100 Tab)	24	99820	718863.71	14377.27	
103	NRD-703	Nebivolol 10mg Tab. I.P. [NRD- 703]	10x10 (Rate should be quoted 100 Tab)	24	57820	134049.89	2681.00	
104	NRD- 708	Nifidipine Capsule 10mg	10x10	24	955000	588280.00	11765.60	
105	NRD-713	Nitazoxanide 500mg Tab. [NRD-713]	10x10(Rate should be quoted for 100 Tab)	24	36000	359251.20	7185.02	
106	NRD-723	Oxazepam 15mg Tab. I.P. [NRD- 723]	10x10 (Rate should be quoted for 100 Tab)	24	78600	92433.60	1848.67	
107	NRD-735	Pheniramine 25 MG Tab. I.P. [NRD- 735]	10x10 (Rate should be quoted 100 Tab)	24	200400	111079.32	2221.59	
108	NRD-756	Rasagiline1MG Tab. [NRD-756]	10x10 (Rate should be quoted 100 Tab)	24	82200	893020.80	17860.42	
109	NRD-757	Regorafenib 40 mg Tab. [NRD- 757]	10x10 / 28 Tablet(Rate should be quoted for 100 Tab)	18	22640	5763600.64	115272.01	
110	NRD-760	Ribociclib 200 mg Tab. [NRD-760]	10x10 / 21 Tablet (Rate Should be quoted for 100 Tab)	24	285600	250331827.20	5006636.54	
111	NRD- 762	Tab. Rifampicin 450 mg (Each capsule/ tablet contains Rifampicin IP 450 mg) [NRD-762]	10x10 Tablet / Capsule (Rate Should be quoted for	24	143200	909377.28	18187.55	

Sr. No.	ITEM Code	Item description	Packing unit	Minimum labelled Shelf Life (In Months)	Estimated Bid Qty. for 2years	Estimated Bid Value (Rs)	Required Bid Security @2% Estimated Bid Value (In Rs.)	Remark
1	2	3	4	5	6	7	8	9
			100 Tab/Cap)					
112	NRD-763	Tab. Rifampicin 600 mg (Each capsule/ tablet contains Rifampicin IP 600 mg) [NRD- 763]	10x10 Tablet / Capsule (Rate should be quoted 100 Tab/ cap	24	57800	533684.74	10673.69	
113	NRD-794	Tegafur 100mg and Uracil 224mg Capsule [NRD-794]	10x10 Cap (Rate should be quoted 100 Cap)	24	16000	716800.00	14336.00	
114	NRD-805	Trimetazidine Hydrochloride Modified Release (CR/SR/PR) 60 mg Capsule/Tablet [NRD-805]	10x10 (Rate should be quoted 100 Tab/cap)	24	307802	713608.16	14272.16	
115	NRD-808	Ulipristal 5mg Tab. [NRD-808]	10x10 (Rate should be quoted for 100 Tab)	24	34100	1300055.68	26001.11	
116	NRD-818	Zinc 50MG Tab. [NRD-818]	10x10(Rate should be quoted 100 Tab)	24	2745550	891754.64	17835.09	

#### Note:-

The above quantity mentioned for this supply cum rate contract is indicative and may vary as per the actual requirement of hospitals.

The bidder should quote rate for the above mentioned packing unit only.

#### **General Requirement:-**

- 1. The manufacturer should ensure Stability of the formulations and its ingredients in the packing supplied.
- 2. The blister packing of tablets/Capsules should have Aluminium foil back.
- 3. Strip packing should be of Aluminium / Alu- Alu foils.
- 4. Aluminium foil strips refer to thickness not less than 40 microns.
- 5. The rigid PVC used in blister packing should be of not less than 250 microns.
- 6. Small tablets packed in blister should be packed to facilitate easy removal of a tablet without breaking/ crushing.
- 7. Containers for 400 ml (or 400 gm) or more, should have an inner lid also.
- 8. Syrup and Suspension should be palatable enough.
- 9. The measuring cap / dropper supplied with oral liquid formulation should have suitable marking.
- 10. The minimum size (length x breadth) of a blister strip shall be 6.5cm X 3cm.
- 11. Generic name of a drug should be printed in clearly legible bold letters. The font size of the name of drug on any tablet strip/ blister shall not be less than '9' in bold capital letters of Times New Roman or Arial font, e.g., LOSARTAN TABLETS IP even on small strips/ blisters. The font size shall be correspondingly bigger on bigger strips / blisters. Besides this, other contents on the label should also be legible.
- 12. The stereo printing of batch no. , Mfg date, Exp date on the reverse side of strip/blister should run atleast two times.

#### 13. Quote rate in BOQ for the packing exactly given in annexure VIII. For example

- If the packing unit is given for 10x10 tablets / capsule, the rate should be quoted for 10x10 tablets / capsule, and not for 1 tablet / capsule or 10 tablets/ capsule.
- If the packing unit is given for 10x10x1 tablets / capsule, the rate should be quoted for 10x10 tablets / capsule, and not for 1 tablet / capsule or 10 tablets/ capsule.
- If the packing unit is given for 10x14 tablets / capsule, the rate should be quoted for 10x14 tablets / capsule, and not for 1 tablet / capsule or 10 tablets/ capsule.
- If the packing unit is given for 2 ml ampoule (25 ampoules), the rate should be for 25 ampoules and not for 1 ampoule or 10 ampoules etc.
- If the packing unit is given for 2 ml ampoule (10 ampoules), the rate should be quoted for 10 ampoules and not for 1 ampoule etc.

# Annexure "AA" Government of India Guidelines

#### Annexure-II

#### Ferrous Sulphate and Folic Acid Syrup& Tablets (For NCB/ICB)

#### Technical specification for IFA SyrupAnemia Mukt Bharat

#### A. Specific requirements

#### Item:

Iron and Folic Acid syrup shall conform to the requirements given in IP 2022 for Iron & Folic Acid Syrup and the general requirements of Oral Liquids given in IP.

The drug shall be currently licensed in India and shall meet all requirements of the licensing authorities of India.

#### Description:

Iron and Folic Acid Syrup is a mixture of Ferrous sulphate and Folic acid, with a suitable flavouring agent with other excipients as required. It is filled in a sealed container.

Advisory: Manufacturer shall try to make the formulation as much palatable as possible.

Each 1 ml of the syrup shall contain ferrous sulphate equivalent to:

- Elemental Ferrous Iron (derived from Ferrous Sulphate IP): 20 mg and
- Folic Acid IP 0.1 mg

The quality of each constituent should conform to the requirements of IP permissible limits.

#### Protocol and Testing:

Complete Test Protocol and samples are taken and sent to the laboratory (identified by the purchaser) by the Inspecting Officer duly sealed and signed by him or his authorized representative.

Protocols of tests should include the requirements given in IP 2022 under Iron & Folic Acid Syrup and the general requirements for Oral Liquids.

The drug should be dispatched to the consignee only on clearance from the Testing Laboratory. The formulation shall be released on the basis of Protocol scrutiny by the authorized representative of the Purchaser and testing of the drugs by authorized laboratory.

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Each batch should be accompanied with a certificate of analysis from the manufacturer that the formulation meets the specified requirements.

Random sampling will be taken from the supplies of the State (post-delivery) and will be periodically tested quarterly by DoHFW / MoHFW in identified labs separately for monitoring quality assurance.

Storage:

Iron and Folic Acid Syrup should be stored in a cool and dry place, away from sunlight.

Shelf-life:

18 months, at least 3/4<sup>th</sup> of the shelf life of IFA Syrup must remain at the time of receiving the shipment. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

Labelling:

The label on each bottle shall be of map litho paper with minimum 300 gsm. The label shall conform to the requirements of IP & Rules 96 &97 of Drugs Rules and shall appear in English language. The label should in both English and Hindi/local language of the State.

All labelling of IFA Syrup-AnemiaMukt Bharat should be in weather-proof ink and shall withstand immersion in water and remain intact. In addition to the requirements given in IP & Rules 96 & 97 of Drugs Rules, as amended from time to time should be followed. All labels shall state the amount of ferrous sulphate and equivalent amount of Elemental Ferrous iron & Folic Acid, name of anti-oxidant (if any) and antimicrobial agent, the name of the manufacturer, manufacturing license number, address of manufacturer, batch number, manufacturing date, expiry date and NHM logo

If an artificial sweetening agent is used, it should be highlighted on the label. Besides, the flavouring agent used should be of Indian Pharmacopoeia grade and in the absence, other pharmacopoeia grade can be used.

A warning should be put on the label that 'Medication should be kept out of reach of children'.

The bottle should have 6 fragmented markings at equal intervals as the entire content (50 ml) has to be consumed in 6 months and the consumption compliance can be verified. The marking can be either embossed on the bottle or printed on the labelling paper stuck on the bottle.

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Labelling sticker should have a box space for writing the name of the child on the bottle.

#### Labelling for secondary packaging:

IFA SYRUP It should indicate the name of the product "IFA Syrup-AnemiaMukt Bharat", number of bottles, the amount of ferrous sulphate and equivalent amount of elemental Ferrous Iron & Folic Acid, the name of manufacturer, batch number, date of manufacture, date of expiry, storage conditions and NHM logo. The label should in both English and Hindi/local language of the State.

#### Labelling for tertiary packaging (insulated packaging):

The external surface of insulated packages should be either white or in the natural colour of corrugated carton.

IFA SYRUP-AnemiaMukt Bharat -The label should include the name of the product "IFA SYRUP-AnemiaMukt Bharat", the number of secondary packages, the name of the manufacturer, batch number, date of manufacture and date of expiry, storage conditions and NHM logo

#### Numbering of tertiary packaging:

All boxes should be numbered consecutively. Shipping documents should be included in the box.

#### Additional Labelling:

All the containers (i.e. bottles, cartons,etc) and other outer containers shall be labeled with the statement:

"GOVT. SUPPLY-NOT FOR SALE" in English and Local language.

#### B. Quality assurance

#### Compliance:

The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of the specification and related documents; (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purposes made known to the Seller (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per cGMP included in Schedule M of Drugs Rules.

#### Evidence:

The Supplier shall provide objective evidence, acceptable to the Purchaser, of the satisfaction of the requirements of this document for which no specific inspection has been mentioned.

The Supplier shall provide a copy of the Certificate of Analysis for each lot intended for shipment.

The Supplier shall provide the validation data of the analytical procedure demonstrating batch to batch consistency.

The Supplier shall provide to the Purchaser a copy of the approval of each source material, constituent material and component for each lot intended for shipment.

The supplier shall provide documentary evidence that the antimicrobial agent and artificial sweetener if used, is within the permissible limits.

The test data for raw materials, in-process, finished product and packaging material testing must be on record for each lot shipped and must be made available to Purchaser's representatives when requested.

#### Inspection:

The Purchaser may inspect and sample, or cause to be sampled, the product at the Supplier's factory and/or warehouse at a mutually agreeable time prior to / after the shipment of the product.

#### Testing:

The Purchaser may cause independent laboratory testing of the samples picked randomly from pre and post-delivery shipment to be performed as deemed necessary to assure that the product conform to the prescribed requirements. The said laboratory testing shall be of the Purchaser's choice if suitably equipped and qualified to conduct quality assurance tests on the product

#### C. Packing

#### Primary Package:

Iron and Folic Acid Syrup shall be packed in 50 ml capacity container (polyethylene terephthalate IP), amber coloured bottles (AA8011 / AA 1200); and provided with temper evident ROPP cap (25 / 15mm or 25/17 mm). The Cap should be provided with inert liner. The bottle is to be provided with auto-dispenser to dispense Iml each time and packed in a mono carton. The plastic cap-cum-orifice that releases syrup must be firmly attached to the bottle so that it is impossible for the child to accidently swallow the entire content.

The mono carton should also contain a 1 pager instruction leaflet in English, Hindi and local language.

Toll free number must be indicated on every IFA syrup Bottle for contacting in case of product complaints.

#### Secondary Package:

The bottles should be packed in boxes for easy handling, transport and distribution. The box may contain 10 bottles each. It shall be

fabricated from 3-ply corrugated cardboard having strength (150)<sup>3</sup> gsm.

Toll free number must be indicated on every secondary package for contacting in case of product complaints.

#### Tertiary Package:

The boxes shall be packed in weather resistant triple walled insulated corrugated 7-ply cartons, usually containing 10 secondary packages having sufficient burst strength to hold weight of 100 bottles. The overall dimension of the carton should be such that the product is not damaged during transportation and storage.

Toll free number must be indicated on every tertiary package for contacting in case of product complaints.

#### D. Qualification of the Manufacturer:

The Bidder shall furnish a certificate from the competent Regulatory Authority that the manufacturer of the pharmaceutical product is licensed to manufacture these products. The manufacturing facility must conform to cGMP Standards and Schedule M of Drugs Rules.

#### E. Recalls:

If products must be recalled because of problems with product quality or adverse reactions to the drug, the Supplier will be obliged to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give a full refund if the product has been taken off the market due to safety problems.

In case the quality of the product is found to be not of standard quality or unsatisfactory in quality checks, stringent action would be taken against them and the supplier can be black-listed for future supplies of the product.

#### F. Colour Coding:

The labels on secondary packing, tertiary packaging and shipper package shall be identified by background. (Standard Red colour)

#### G. Bar Coding

Bar code shall be used to track down the product. It shall be printed on the label of Millboard/Grey board Boxes and 5 – Ply shipper containing

- 1) Product identification (GTIN 14) using application identifier
- 2) Expiry Date in MM/YY format & using application identifier
- 3) Master batch number using application identifier

Complete details on GS1 standards along with technical guidelines can be downloaded from www.gslindia.org or www.gsl.org 4) Bar-coding to be put on all both Tertiary and Secondary Packing.

#### H. Markings

All containers and invoices must bear the name of the product, expiry date and appropriate storage conditions. The marking of AnemiaMukt Bharat should also be mentioned.

#### Inner boxes:

The inner boxes shall be marked with the following information in a clearly legible manner which is acceptable to the Purchaser:

- Name IFA SYRUP-AnemiaMukt Bharat
- Generic name of the product
- Manufacturer's name and registered address
- Manufacturer's License number
- Lot or batch number
- Number of bottles contained in box
- Date of manufacture (month and year)
- Expiry date (month and year)
- Instructions for storage and handling
- Place of manufacture (Made in \_
  - Barcode

#### **Exterior Shipping Cartons:**

The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters at least Arial font size 14 with waterproof indelible ink in a clearly legiblemanner which is acceptable to the Purchaser:

- Name IFA SYRUP-AnemiaMukt Bharat
- Generic name of the product
- Lot or batch number
- Date of manufacture (month and year)
  - Expiry date (month and year)
- Manufacturer's name and registered address

Consignee's address and emergency phone number including mobile number

#### Contract number

- Number of bottles/boxes contained in the carton
- Gross weight of each carton (in kg)
- Carton containing no. of \_\_\_\_\_ see Instructions for storage and handling secondary packages
- Place of manufacture (Made in
- Barcode

#### Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the product being supplied.

#### Advance notice of arrival and advance shipping documentation:

Copies of the documentation for the goods to be supplied must be sent at least seven days in advance of arrival of the consignment. In the case of an individual contract for a specific destination that requires a longer period of advance notice, a longer period should apply. The consignee(s) shall be intimated well in advance.

by registered letter/e-mail/ telephone, so that the products are collected immediately after arrival.

The documentation must include the following:

- Pre-advice defined by the Purchaser
- Airway bill (AWB) if applicable;
- Supplier's invoice;
- Packing list;
- Lot release certificate (LRC) as per the requirements issued by the Regulatory authority for each lot and
- Any other document, certificate or instruction specified in the individual order.

The documents shall be sent by e-mail and fax by the freight forwarder or the manufacturer to the consignee, the Purchaser, and any other parties specified in the individual contract.

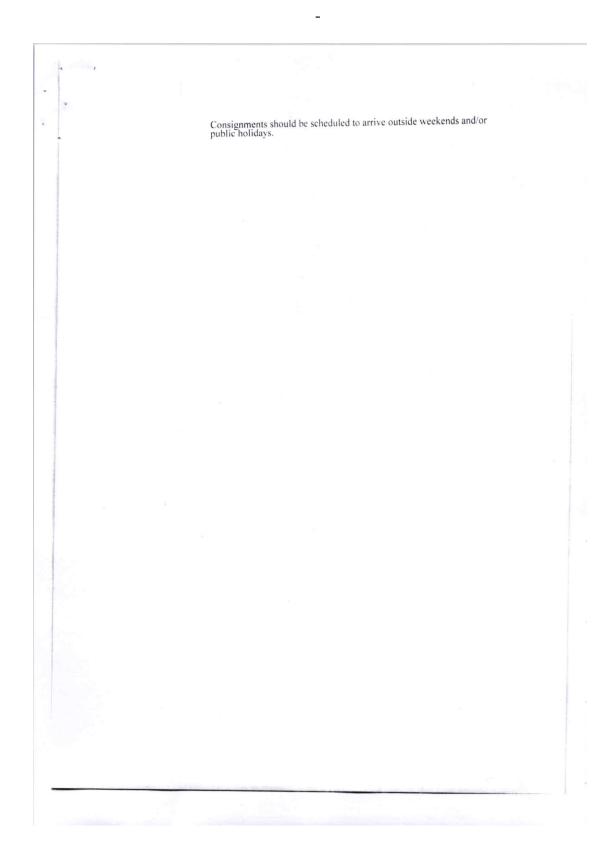
The pre-advice must contain the following information:

- · Purchase order reference:
- · Consignee requisition reference;
- · Number of packages and gross weight (in kilograms).
- · Value of shipment (in Indian Rupees);
- AWB and Flight number(s) if applicable;
- Date and time for place of departure, transit (if applicable), and arrival;
- Instructions for collection;
- Any other information specified in the individual contract must also be included for the consignee.
- Invoice

The following information shall be stated on the invoice:

- Consignee's name, address, telephone number (including mobile no.) and e-mail ID.
- Purchase order reference;
- Consignee's requisition reference:
  - Instructions to: "Telephone consignee upon arrival (repeat telephone number)

J. Dispatch



## Technical specification for IFA PinkAnemia Mukt Bharat IFA-Pink (Ferrous Sulphate & Folic Acid Tablets)

#### A. Specific requirements

Item:

Iron and folic acid tablets shall conform to the general requirements of Tablets given in IP 2022 and the requirements given in the Annexure. The drug shall be currently licensed in India and shall meet all requirements of the licensing authorities.

#### Description:

Iron and Folic Acid Tablets (IFA-Pink) contain Ferrous Sulphate and Folic Acid. They are sugar coated and Pink colored. Approved colors shall be used in the coating.

Each sugar coated tablet shall contain:

Dried Ferrous Sulphate IP 150 mg equivalent to

Elemental Ferrous iron

Folic Acid IP 0.4 mg

The quality of each constituent should conform to the requirements of IP permissible limits.

45 mg

#### Protocol and Testing:

Complete Test Protocol and samples are taken and sent to the laboratory (identified by the purchaser) by the Inspecting Officer duly sealed and signed by him or his authorized representative.

Protocols of test should include the requirements given in IP 2022 for Tablets and those included in the **Annexure**.

The drug should be dispatched to the consignee only on clearance from the testing Laboratory. The drug shall be released on the basis of Protocol scrutiny by the authorized representative of the purchaser and testing of the drugs by authorized laboratory.

Each batch should be accompanied with a certificate from the manufacture that the drugs meet the specified requirement.

Random sampling will be taken from the supplies of the State (post-delivery) and will be periodically tested quarterly by MoHFW in identified labs separately for monitoring quality assurance.

#### Storage:

Iron and Folic Acid Tablets (IFA) should be stored in a cool and dry place, away from sunlight.

#### Shelf-life:

24 months, at least 5/6<sup>th</sup> of the shelf life of IFA must remain at the time of receiving the shipment. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

#### Labelling:

The label on each blister pack of IFA Pink-AnemiaMukt Bharat shall conform to the requirements of Rule 96 & 97 of Drug Rules, and shall appear in English language. The label should in both English and Hindi/local language of the State.

All labelling of IFA Pink AnemiaMukt Bharat should be in waterproof ink and shall withstand immersion in water and remain intact. In addition to the requirements given in IP and Rule 96 & 97 of Drug Rules as amended from time to time should be followed. All labels shall state the amount of Ferrous

Sulphate and equivalent amount of Elemental Ferrous Iron & Folic Acid, the name of manufacturer, batch number, manufacturing date, expiry date and NHM logo.

#### Labelling for secondary packaging:

IFA Pink- AnemiaMukt Bharat - It should indicate the name of the product "IFA Pink-AnemiaMukt Bharat", number of blister packs /tablets, the amount of ferrous sulphate and equivalent amount of Elemental Ferrous Iron and Folic Acid, the name of drug manufacturer, batch number, date of manufacture, date of expiry, storage conditions and NHM logo. The label should in both English and Hindi/local language of the State.

#### Labelling for tertiary packaging (insulated packaging):

The external surface of insulated packages should be either white or in the natural colour of corrugated carton.

IFA Pink-AnemiaMukt Bharat - The label should include the name of the product "IFA Pink-AnemiaMukt Bharat" Anemia Mukt Bharat", the number of secondary packages (boxes)/blister pack/tablets, the name of the manufacturer, batch number, date of manufacture, date of expiry, NHM logo and storage conditions.

#### Numbering of tertiary packaging:

All box should be numbered consecutively, shipping documents should be included in the box.

#### Additional Labelling:

All the containers (i.e. blister packs, cartons, etc) and other outer containers shall be labeled with the statement:

"GOVT. SUPPLY-NOT FOR SALE" in English and Local language along with NHM logo.

#### B. Quality assurance

#### Compliance:

The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of the specification and related documents; (b) meet the recognized standards for safety, efficacy and quality; (c) are fir for the purpose made known to the Seller (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per eGMP included in Schedule M of Drugs Rules.

#### Evidence:

The Supplier shall provide objective evidence, acceptable to the Purchaser, of the satisfaction of the requirements of this document for which no specific inspection has been mentioned.

The supplier shall provide a copy of the Certificate of Analysis for each lot intended for shipment.

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

The test data for raw materials, in-process, finished, the product and packaging material testing must be on record for each lot shipped and must be made available to Purchaser's representatives when requested.

#### Inspection:

The purchaser may inspect and sample, or cause to be sampled, the product at the Supplier's Factory and/or warehouse at a mutually agreeable time prior to /after the shipment of the Product.

#### Testing:

The purchaser may cause independent Laboratory testing of the sample picked randomly from pre and post-delivery shipment to be performed as deemed necessary to assure that the product conform to the prescribed requirements. The said laboratory testing shall be of the Purchaser's choice if suitably equipped and qualified to conduct quality assurance tests on the product.

#### C. Packaging

#### Primary package:

15 Tablets should be packed in an Aluminium blister pack with IFA Pink-AnemiaMukt Bharat name displayed prominently.

### Detailed packing specification of the Blister Pack (PVC Blister + Aluminum Foil) is as follows:

#### Front Side (PVC Blister):

- a) Blister Material: PVC Films (No coating) Heating Mechanism used to from blister in PVC Film
- b) Layering Used: Single Layer of PVC Film
- c) Thickness of PVC Layer: 250 Micron
- d) GSM of PVC Film Used: 340 ± 8% gm/ sq. meter

#### Black Side (Aluminium Plain Foil):

- a) Thickness of Foil: 25 micron
- b) Sealant Used: Heat System
- e) Any other material used along with plain Foil: Only PVC Film of 250 Micron
- d) Layer: Single Layer of Plain Aluminium Foil.

#### Secondary package:

The blister packs should be packed in boxes for easy handling, transport and distribution with "IFA Pink-AnemiaMukt Bharat" name displayed prominently. The box may contain 10 blister packs. It shall be fabricated from Millboard/grey board/ cardboard with a minimum of bursting strength of 400 gsm.

Toll free number must be indicated on every blister pack for contacting in case of product complaints.

#### Tertiary package:

The boxes shall be packed in weather resistant triple walled insulated corrugated 5-ply cartons, each ply having strength 150 gsm with "IFA Pink-AnemiaMukt Bharat" name displayed prominently. It should be fabricated from virgin quality 'A' grade material. The overall dimension of the carton should be such that the product is not damaged during transportation and storage.

Toll free number must be indicated on every tertiary package for contacting in case of product complaints.

#### D. Qualification of the Manufacturer

The Bidder shall furnish a certificate from the competent Regulatory Authority that the manufacture of the pharmaceutical product is licensed to manufacture these products. The manufacturing facility must conform to cGMP Standards and Scheduled M of Drugs Rules.

#### E. Recalls

If products must be recalled because of problems with products quality or adverse reactions to the drug, the Supplier will be obliged to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give refund if the product has been taken off the market due to safety problems.

In case the quality of the product is found to be not of standard quality or unsatisfactory in quality checks, stringent action would be taken against them and supplier can be black-listed future supplies of the product.

#### F. Colour Coding

The labels on secondary packing, tertiary packaging and shipper package shall be identified by background. (Standard pink colour)

#### G. Bar Coding

Bar code shall be used to track down the product. It shall be printed on the label of Millboard/Grey Board Boxes and 5-Ply shipper containing

- 1. Product identification (GTIN 14) using application identifier
- 2. Expiry date in MMYYYY format & using application identifier
- 3. Master batch number using application identifier
- Complete details on GS1 standards along with technical guidelines can be downloaded from www.gs1india.org or www.gs1.org
- 5. Bar coding to be put on all both tertiary and secondary packing.

#### H. Markings

All containers and invoices must bear the name of the product, manufacturing date, expiry date and appropriate storage conditions. The marking of AnemiaMukt Bharat should also be mentioned.

#### Inner boxes

The inner boxes shall be marked with the following information in a clearly legibly manner which is acceptable to the Purchasers:

- Name IFA Pink-AnemiaMukt Bharat
- · Generic name of product
- Manufacturer's name and registered address
- · Manufacturer's License number
- Lot or batch number
- · Number of blister packs contained in box
- · Date of manufacture (Month and Year)
- · Expiry date (Month and Year)
- · Instructions for storage and handling
- Place of manufacture
- Barcode

#### **Exterior Shipping Cartons:**

The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters at least **Ariel font Size 14** with waterproof indelible ink in a clearly legible manner is acceptable to the Purchaser:

- · Name IFA Pink-AnemiaMukt Bharat
- · Generic name of product
- · Lot or batch number
- Date of manufacture (Month and Year)
- Expiry date (Month and Year)
- Manufacture's name and registered address
- Consignee's address and emergency phone number including mobile number
- Contract number
- · Number of tables/ blister packs /boxes contained in the carton
- Gross weight of each carton (in kg)
- Carton containing no. of \_\_\_\_\_\_ secondary packages
- Instructions for storage and handling
- Place of manufacture (Made in
- Barcode

#### I. Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the product being supplied.

Advance notice of arrival and advance shipping documentation:

Copies of the documentation for the goods to be supplied must be sent at least seven days in advance of arrival of the consignment. In the case of an individual contract for a specific destination that requires a longer period of advanced notice, a longer period should apply. The consignee (s) shall be intimated well in advance by registered letter/e-mail/telephone, so that the products are collected immediately after arrival.

The documentation must include the following:

- · Pre-advice defined by the Purchaser
- · Airway bill (AWB) if applicable;
- · Supplier's invoice;
- · Packing list;
- Lot release certificate (LRC) as per the requirements issued by the regulatory authority for each lot and
- Any other document, certificate or instruction specified in the individual order.

The documents shall be sent by e-mail and fax by the freight forwarded or the manufacture to the consignee, the Purchaser, and any other parties specified in the individual contract.

The pre-advice must contain the following information:

- Purchase order reference;
- · Consignee requisition reference;
- · Number of packages and gross weight (in kilograms)
- Value of shipment (in Indian Rupees)
- AWB and Flight number(s) if applicable;
- Date and time for place of departure, transit (if applicable), and arrival;
- · Instructions for collection;
- Any other information specified in the individual contract must also be included for the consignee
- Invoice

The following information shall be stated on the invoice:

- Consignee's name, address, telephone number (included mobile no.) and e-mail ID.
- · Purchaser order reference;
- · Consignee's requisition reference;
- Instructions to "Telephone consignee upon arrival (repeated telephone number);

#### J. Dispatch

Consignment should be scheduled to arrive outside weekends and/or public holidays.

Annexure

Ferrous Sulphate and Folic Acid sugar coated tablets contains Dried Ferrous Sulphate and Folic Acid.

The Product shall comply with respect to all test as specified in the latest version of I.P.

Seals Integrity Test:

Check 10 blister packs. Bundle up the blister packs and submerge them under water in a vacuum desiccator or equivalent device. Draw a vacuum of about 18k Pa (15cm of mercury or 0.8 bar) and hold for a minute. Examine for the air leakage indicated by a fine stream of bubbles. Re-establish normal pressure and open blister packs to examine for water penetration.

#### Microbial Count:

When the test is conducted as per latest version of IP

- -Total viable aerobic count- Not more than 103 CFU per gram
- -Total fungal count Not more than 10<sup>2</sup> CFU per gram. -Absence of Escherichia coli.

## Technical specification for IFABlue Anemia MuktBhart IFA-Blue (Ferrous Sulphate & Folic Acid Tablets)

#### A. Specific requirements

Item:

Iron and folic acid tablets shall conform to the general requirements of Tablets given in IP 2022 and the requirements given in the Annexure. The drug shall be currently licensed in India and shall meet all requirements of the licensing authorities.

#### Description:

Iron and Folic Acid Tablets (IFA-Blue) contain Ferrous Sulphate and Folic Acid. They are sugar coated and blue colored. Approved colors shall be used in the coating.

Each sugar coated tablet shall contain:

Dried Ferrous Sulphate IP 200 mg equivalent to

Elemental Ferrous iron

60 mg

Folic Acid IP 0.5 mg

The quality of each constituent should conform to the requirements of IP permissible limits.

#### Protocol and Testing:

Complete Test Protocol and samples are taken and sent to the laboratory (identified by the purchaser) by the Inspecting Officer duly sealed and signed by him or his authorized representative.

Protocols of test should include the requirements given in IP 2022 for tablets and those included in the **Annexure**.

The drug should be dispatched to the consignee only on clearance from the testing Laboratory. The drug shall be released on the basis of Protocol scrutiny by the authorized representative of the purchaser and testing of the drugs by authorized laboratory.

Each batch should be accompanied with a certificate from the manufacture that the drugs meet the specified requirement.

Random sampling will be taken from the supplies of the State (post-delivery) and will be periodically tested quarterly by MoHFW in identified labs separately for monitoring quality assurance.

#### Storage:

Iron and Folic Acid Tablets (IFA) should be stored in a cool and dry place, away from sunlight.

#### Shelf-life:

24 months, at least 5/6<sup>th</sup> of the shelf life of IFA must remain at the time of receiving the shipment. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

#### Labelling:

The label on each blister pack of IFA Blue-AnemiaMukt Bharatshall conform to the requirements of Rule 96 & 97 of Drug Rules, and shall appear in English language. The label should in both English and Hindi/local language of the State.

All labelling of IFA Blue-AnemiaMukt Bharat should be in waterproof ink and shall withstand immersion in water and remain intact. In addition to the requirements given in IP and Rule 96 & 97 of Drug Rules as amended from time to time should be followed. All labels shall state the amount of Ferrous

Sulphate and equivalent amount of Elemental Ferrous Iron & Folic Acid, the name of manufacturer, batch number, manufacturing date, expiry date and NHM logo.

#### Labelling for secondary packaging:

IFA Blue-AnemiaMukt Bharat: It should indicate the name of the product "IFA-Blue-AnemiaMukt Bharat", number of blister packs/tablets, the amount of ferrous sulphate and equivalent amount of Elemental Ferrous Iron and Folic Acid, the name of drug manufacturer, batch number, date of manufacture, date of expiry, storage conditions and NHM logo. The label should in both English and Hindi/local language of the State.

#### Labelling for tertiary packaging (insulated packaging):

The external surface of insulated packages should be either white or in the natural colour of corrugated carton.

IFA Blue-AnemiaMukt Bharat: The label should include the name of the product "IFA Blue-AnemiaMukt Bharat", the number of secondary packages (boxes)/blister packs/tablets, the name of the manufacturer, batch number, date of manufacture, date of expiry, NHM logo and storage conditions.

#### Numbering of tertiary packaging:

All box should be numbered consecutively, shipping documents should be included in the box.

#### Additional Labelling:

All the containers (i.e. blister packs, cartons, etc) and other outer containers shall be labeled with the statement:

"GOVT. SUPPLY-NOT FOR SALE" in English and Local language along with NHM logo.

#### B. Quality assurance

#### Compliance:

The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of the specification and related documents; (b) meet the recognized standards for safety, efficacy and quality; (c) are fir for the purpose made known to the Seller (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per **cGMP** included in Schedule M of Drugs Rules.

#### Evidence:

The Supplier shall provide objective evidence, acceptable to the Purchaser, of the satisfaction of the requirements of this document for which no specific inspection has been mentioned.

The supplier shall provide a copy of the Certificate of Analysis for each lot intended for shipment.

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

The test data for raw materials, in-process, finished, the product and packaging material testing must be on record for each lot shipped and must be made available to Purchaser's representatives when requested.

#### Inspection:

The purchaser may inspect and sample, or cause to be sampled, the product at the Supplier's Factory and/or warehouse at a mutually agreeable time prior to /after the shipment of the Product.

#### Testing:

The purchaser may cause independent Laboratory testing of the sample picked randomly from pre and post-delivery shipment to be performed as deemed necessary to assure that the product conform to the prescribed requirements. The said laboratory testing shall be of the Purchaser's choice if suitably equipped and qualified to conduct quality assurance tests on the product.

#### C. Packaging

#### Primary package:

15 Tablets should be packed in an Aluminium blister pack with IFA Blue-AnemiaMukt Bharat name displayed prominently.

### Detailed packing specification of the Blister Pack (PVC Blister + Aluminum Foil) is as follows:

#### Front Side (PVC Blister):

- e) Blister Material: PVĆ Films (No coating) Heating Mechanism used to from blister in PVC Film
- f) Layering Used: Single Layer of PVC Film
- g) Thickness of PVC Layer: 250 Micron
- h) GSM of PVC Film Used:  $340 \pm 8\%$  gm/ sq. meter

#### Black Side (Aluminium Plain Foil):

- e) Thickness of Foil: 25 micron
- f) Sealant Used: Heat System
- g) Any other material used along with plain Foil: Only PVC Film of 250 Micron
- h) Layer: Single Layer of Plain Aluminium Foil.

#### Secondary package:

The blister packs should be packed in boxes for easy handling, transport and distribution with "IFA Blue-AnemiaMukt Bharat" name displayed prominently. The box may contain 10 blister packs. It shall be fabricated from Millboard/grey board/ cardboard with a minimum of bursting strength of 400 gsm.

Toll free number must be indicated on every blister pack for contacting in case of product complaints.

#### Tertiary package:

The boxes shall be packed in weather resistant triple walled insulated corrugated 5-ply cartons, each ply having strength 150 gsm with "IFA Blue-AnemiaMukt Bharat" name displayed prominently. It should be fabricated from virgin quality 'A' grade material. The overall dimension of the carton should be such that the product is not damaged during transportation and storage.

Toll free number must be indicated on every tertiary package for contacting in case of product complaints.

#### D. Qualification of the Manufacturer

The Bidder shall furnish a certificate from the competent Regulatory Authority that the manufacturer of the pharmaceutical product is licensed to manufacture these products. The manufacturing facility must conform to cGMP Standards and Scheduled M of Drugs Rules.

#### E. Recalls

If products must be recalled because of problems with products quality or adverse reactions to the drug, the Supplier will be obliged to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give refund if the product has been taken off the market due to safety problems.

In case the quality of the product is found to be not of standard quality or unsatisfactory in quality checks, stringent action would be taken against them and supplier can be black-listed future supplies of the product.

#### F. Colour Coding

The labels on secondary packing, tertiary packaging and shipper package shall be identified by background(Standard Blue colour).

#### G. Bar Coding

Bar code shall be used to track down the product. It shall be printed on the label of Millboard/Grey Board Boxes and 5-Ply shipper containing

- 6. Product identification (GTIN 14) using application identifier
- 7. Expiry date in MMYYYY format & using application identifier
- 8. Master batch number using application identifier
- Complete details on GS1 standards along with technical guidelines can be downloaded from www.gs1india.org or www.gs1.org
- 10. Bar coding to be put on all both tertiary and secondary packing.

#### H. Markings

All containers and invoices must bear thename of the product, manufacturing date, expiry dates and appropriate storage conditions. The marking of AnemiaMukt Bharat should also be mentioned.

#### Inner boxes

The inner boxes shall be marked with the following information in a clearly legibly manner which is acceptable to the Purchasers:

- Name IFA Blue-AnemiaMukt Bharat
- · Generic name of product
- · Manufacturer's name and registered address
- Manufacturer's License number
- · Lot or batch number
- Number of blister packs contained in box
- · Date of manufacture (Month and Year)
- · Expiry date (Month and Year)
- · Instructions for storage and handling
- · Place of manufacture
- Barcode

#### Exterior Shipping Cartons:

The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters at least **Ariel font Size 14** with waterproof indelible ink in a clearly legible manner is acceptable to the Purchaser:

- · Name IFA Blue-Anemia Mukt Bharat
- · Generic name of product
- Lot or batch number
- Date of manufacture (Month and Year)
- Expiry date (Month and Year)
- · Manufacture's name and registered address
- Consignee's address and emergency phone number including mobile number
- Contract number
- Number of tables/blister packs/boxes contained in the carton
- Gross weight of each carton (in kg)
- Carton containing no. of \_\_\_\_\_\_secondary packages
- Instructions for storage and handling
- Barcode

#### I. Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the product being supplied.

Advance notice of arrival and advance shipping documentation:

Copies of the documentation for the goods to be supplied must be sent at least seven days in advance of arrival of the consignment. In the case of an individual contract for a specific destination that requires a longer period of advanced notice, a longer period should apply. The consignee (s) shall be intimated well in advance by registered letter/e-mail/telephone, so that the products are collected immediately after arrival.

The documentation must include the following:

- · Pre-advice defined by the Purchaser
- Airway bill (AWB) if applicable;
- · Supplier's invoice;
- · Packing list;
- Lot release certificate (LRC) as per the requirements issued by the regulatory authority for each lot and
- Any other document, certificate or instruction specified in the individual order.

The documents shall be sent by e-mail and fax by the freight forwarded or the manufacture to the consignee, the Purchaser, and any other parties specified in the individual contract.

The pre-advice must contain the following information:

- · Purchase order reference;
- · Consignee requisition reference;
- · Number of packages and gross weight (in kilograms)
- Value of shipment (in Indian Rupees)
- AWB and Flight number(s) if applicable:
- · Date and time for place of departure, transit (if applicable), and arrival;
- · Instructions for collection:
- Any other information specified in the individual contract must also be included for the consignee
- Invoice

The following information shall be stated on the invoice:

- Consignee's name, address, telephone number (included mobile no.) and e-mail ID.
- Purchaser order reference;
- · Consignee's requisition reference;
- Instructions to "Telephone consignee upon arrival (repeated telephone number);

#### J. Dispatch

Consignment should be scheduled to arrive outside weekends and/or public holidays.

Annexure

Ferrous sulphate and Folic Acid sugar coated tablets contains Dried Ferrous sulphate and Folic Acid.

The Product shall comply with respect to all test as specified in the latest version of I.P.

Seals Integrity Test:

Check 10 blister packs. Bundle up the blister packs and submerge them under water in a vacuum desiccator or equivalent device. Draw a vacuum of about 18k Pa (15cm of mercury or 0.8 bar) and hold for a minute. Examine for the air leakage indicated by a fine stream of bubbles. Re-establish normal pressure and open blister packs to examine for water penetration.

Microbial Count:

- When the test is conducted as per latest version of IP
  -Total viable aerobic count- Not more than 10<sup>3</sup>CFU per gram
- -Total fungal count Not more than 10<sup>2</sup>CFU per gram.
- -Absence of Escherichia coli.

#### Technical specification for IFA Red Anemia Mukt Bharat IFA-Red (Ferrous Sulphate & Folic Acid Tablets)

#### A. Specific requirements

Item:

Iron and folic acid tablets shall conform to the general requirements of Tablets given in IP 2022 and the requirements given in the Annexure. The drug shall be currently licensed in India and shall meet all requirements of the licensing authorities.

#### Description:

Iron and Folic Acid Tablets (IFA-Red) contain Ferrous Sulphate and Folic Acid. They are sugar coated and red colored. Approved colors shall be used in the coating.

Each sugar coated tablet shall contain:

Dried Ferrous Sulphate IP 200 mg equivalent to

Elemental Ferrous iron

60 mg

Folic Acid IP

0.5 mg

The quality of each constituent should conform to the requirements of IP permissible limits.

#### Protocol and Testing:

Complete Test Protocol and samples are taken and sent to the laboratory (identified by the purchaser) by the Inspecting Officer duly sealed and signed by him or his authorized representative.

Protocols of test should include the requirements given in IP 2022 for tablets and those included in the Annexure.

The drug should be dispatched to the consignee only on clearance from the testing Laboratory. The drug shall be released on the basis of Protocol scrutiny by the authorized representative of the purchaser and testing of the drugs by authorized laboratory.

Each batch should be accompanied with a certificate from the manufacture that the drugs meet the specified requirement.

Random sampling will be taken from the supplies of the State (post-delivery) and will be periodically tested quarterly by MoHFW in identified labs separately for monitoring quality assurance.

#### Storage:

Iron and Folic Acid Tablets (IFA) should be stored in a cool and dry place, away from sunlight.

#### Shelf-life:

24 months, at least 5/6th of the shelf life of IFA must remain at the time of receiving the shipment. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

#### Labelling:

The label on each blister pack of IFA Red-AnemiaMukt Bharat shall conform to the requirements of Rule 96 & 97 of Drug Rules, and shall appear in English language. The label should in both English and Hindi/local language

All labelling of IFA Red-Anemia Mukt Bharat should be in waterproof ink and shall withstand immersion in water and remain intact. In addition to the requirements given in IP and Rule 96 & 97 of Drug Rules as amended from time to time should be followed. All labels shall state the amount of Ferrous

Sulphate and equivalent amount of Elemental Ferrous Iron & Folic Acid, the name of manufacturer, batch number, manufacturing date, expiry date and NHM logo.

#### Labelling for secondary packaging:

IFA Red-AnemiaMukt Bharat - It should indicate the name of the product "IFA Red-AnemiaMukt Bharat", number of blister packs/ tablets, the amount of ferrous sulphate and equivalent amount of elemental Ferrous Iron and Folic Acid, the name of IFA Red drug manufacturer, batch number, date of manufacture, date of expiry, storage conditions and NHM logo. The label should be in both English and Hindi/local language of the State.

#### Labelling for tertiary packaging (insulated packaging):

The external surface of insulated packages should be either white or in the natural colour of corrugated carton.

IFA Red-AnemiaMukt Bharat - The label should include the name of the product "IFA Red-AnemiaMukt Bharat", the number of secondary packages (boxes)/ blister packs/tablets, the name of the manufacturer, batch number, date of manufacture, date of expiry, NHM logo and storage conditions.

#### Numbering of tertiary packaging:

All box should be numbered consecutively, shipping documents should be included in the box.

#### **Additional Labelling:**

All the containers (i.e. blister packs, cartons etc) and other outer containers shall be labeled with the statement:

"GOVT. SUPPLY-NOT FOR SALE" in English and Local language along with NHM logo.

#### B. Quality assurance

#### Compliance:

The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of the specification and related documents; (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made known to the Seller (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per **eGMP** included in Schedule M of Drugs Rules.

#### **Evidence:**

The Supplier shall provide objective evidence, acceptable to the Purchaser, of the satisfaction of the requirements of this document for which no specific inspection has been mentioned.

The supplier shall provide a copy of the Certificate of Analysis for each lot intended for shipment.

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

The test data for raw materials, in-process, finished, the product and packaging material testing must be on record for each lot shipped and must be made available to Purchaser's representatives when requested.

#### Inspection:

The purchaser may inspect and sample, or cause to be sampled, the product at the Supplier's Factory and/or warehouse at a mutually agreeable time prior to after the shipment of the Product.

#### Testing:

The purchaser may cause independent Laboratory testing of the sample picked randomly from pre and post-delivery shipment to be performed as deemed necessary to assure that the product conform to the prescribed requirements. The said laboratory testing shall be of the Purchaser's choice if suitably equipped and qualified to conduct quality assurance tests on the product.

#### C. Packaging

#### Primary package:

10 Tablets should be packed in an Aluminium blister pack with IFA Red-AnemiaMukt Bharat name displayed prominently.

### Detailed packing specification of the Blister Pack (PVC Blister + Aluminum Foil) is as follows:

#### Front Side (PVC Blister):

- i) Blister Material: PVC Films (No coating) Heating Mechanism used to from blister in PVC Film
- j) Layering Used: Single Layer of PVC Film
- k) Thickness of PVC Layer: 250 Micron
- l) GSM of PVC Film Used:  $340 \pm 8\%$  gm/ sq. meter

#### Black Side (Aluminium Plain Foil):

- i) Thickness of Foil: 25 micron
- j) Sealant Used: Heat System
- k) Any other material used along with plain Foil: Only PVC Film of 250 Micron
- 1) Layer: Single Layer of Plain Aluminium Foil.

#### Secondary package:

The blister packs should be packed in boxes for easy handling, transport and distribution with "IFA Red-AnemiaMukt Bharat" name displayed prominently. The box may contain 10 blister packs. It shall be fabricated from Millboard/grey board/ cardboard with a minimum of bursting strength of 400 gsm.

Toll free number must be indicated on every blister pack for contacting in case of product complaints.

Tertiary package:

The boxes shall be packed in weather resistant triple walled insulated corrugated 5-ply cartons, each ply having strength 150 gsm with "IFA Red-AnemiaMukt Bharat" name displayed prominently. It should be fabricated from virgin quality 'A' grade material. The overall dimension of the carton should be such that the product is not damaged during transportation and storage.

Toll free number must be indicated on every tertiary package for contacting in case of product complaints.

#### D. Qualification of the Manufacturer

The Bidder shall furnish a certificate from the competent Regulatory Authority that the manufacturer of the pharmaceutical product is licensed to manufacture these products. The manufacturing facility must conform to cGMP Standards and Scheduled M of Drugs Rules.

#### E. Recalls

If products must be recalled because of problems with products quality or adverse reactions to the drug, the Supplier will be obliged to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give refund if the product has been taken off the market due to safety problems.

In case the quality of the product is found to be not of standard quality or unsatisfactory in quality checks, stringent action would be taken against them and supplier can be black-listed future supplies of the product.

#### F. Colour Coding

The labels on secondary packing, tertiary packaging and shipper package shall be identified by background. (Standard Red colour)

#### G. Bar Coding

Bar code shall be used to track down the product. It shall be printed on the label of Millboard/Grey Board Boxes and 5-Ply shipper containing

- 11. Product identification (GTIN 14) using application identifier
- 12. Expiry date in MMYYYY format & using application identifier
- 13. Master batch number using application identifier
- 14. Complete details on GS1 standards along with technical guidelines can be downloaded from <a href="www.gs1india.org">www.gs1india.org</a> or <a href="www.gs1.org">www.gs1.org</a>
- 15. Bar coding to be put on all both tertiary and secondary packing.

#### H. Markings

All containers and invoices must bear the name of the product, manufacturing date, expiry date and appropriate storage conditions. The marking of AnemiaMukt Bharat should also be mentioned.

#### Inner boxes:

The inner boxes shall be marked with the following information in a clearly legibly manner which is acceptable to the Purchasers:

- Name IFA Red-AnemiaMukt Bharat
- · Generic name of product
- · Manufacturer's name and registered address
- · Manufacturer's License number
- · Lot or batch number
- Number of blister packs contained in box
- Date of manufacture (Month and Year)
- · Expiry date (Month and Year)
- · Instructions for storage and handling
- · Place of manufacture
- Barcode

#### **Exterior Shipping Cartons:**

The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters at least **Ariel font Size 14** with waterproof indelible ink in a clearly legible manner is acceptable to the Purchaser:

- · Name IFA Red-AnemiaMukt Bharat
- Generic name of product
- Lot or batch number
- · Date of manufacture (Month and Year)
- Expiry date (Month and Year)
- · Manufacture's name and registered address
- Consignee's address and emergency phone number including mobile number
- · Contract number
- Number of tables/ blister packs/boxes contained in the carton
- Gross weight of each carton (in kg)
- Carton containing no. of \_\_\_\_\_\_secondary packages
- · Instructions for storage and handling
- Barcode

#### I. Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the product being supplied.

Advance notice of arrival and advance shipping documentation:

Copies of the documentation for the goods to be supplied must be sent at least seven days in advance of arrival of the consignment. In the case of an individual contract for a specific destination that requires a longer period of advanced notice, a longer period should apply. The consignee (s) shall be intimated well in advance by registered letter/e-mail/telephone, so that the products are collected immediately after arrival.

The documentation must include the following:

- · Pre-advice defined by the Purchaser
- Airway bill (AWB) if applicable;
- Supplier's invoice;
- · Packing list;
- Lot release certificate (LRC) as per the requirements issued by the regulatory authority for each lot and
- Any other document, certificate or instruction specified in the individual order.

The documents shall be sent by e-mail and fax by the freight forwarded or the manufacture to the consignee, the Purchaser, and any other parties specified in the individual contract.

The pre-advice must contain the following information:

- · Purchase order reference;
- Consignee requisition reference;
- Number of packages and gross weight (in kilograms)
- Value of shipment (in Indian Rupees)
- AWB and Flight number(s) if applicable;
- · Date and time for place of departure, transit (if applicable), and arrival;
- · Instructions for collection;
- Any other information specified in the individual contract must also be included for the consignee
- Invoice

The following information shall be stated on the invoice:

- Consignee's name, address, telephone number (including mobile no.) and e-mail ID.
- · Purchase order reference;
- · Consignee's requisition reference;
- Instructions to "Telephone consignee upon arrival (repeat telephone number);

#### J. Dispatch

Consignment should be scheduled to arrive outside weekends and/or public

Ferrous Sulphate and Folic Acid sugar coated tablets contains Dried Ferrous Sulphate and Folic Acid.

The Product shall comply with respect to all test as specified in the latest version of I.P.

Seals Integrity Test:

Check 10 blister packs. Bundle up the blister packs and submerge them under water in a vacuum desiccator or equivalent device. Draw a vacuum of about 18k Pa (15cm of mercury or 0.8 bar) and hold for a minute. Examine for the air leakage indicated by a fine stream of bubbles. Re-establish normal pressure and open blister packs to examine for water penetration.

Microbial Count:

- When the test is conducted as per latest version of IP
  -Total viable aerobic count- Not more than 10<sup>3</sup> CFU per gram
- -Total fungal count Not more than 10<sup>2</sup> CFU per gram. -Absence of Escherichia coli.

# RAJASTHAN MEDICAL SERVICES CORPORATION LTD GUIDELINES FOR BLACK LISTING / DEBARRING OF PRODUCT OR COMPANY

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

- 1.1 The tenderer who submits false, forged or fabricated documents or conceals facts with intent to win over the tender or procure purchase order; EMD of such tenderer firm will be forfeited and firm will be liable for 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 WITHDRAWL 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, Bid Security Deposit of such Bidder firm shall be forfeited.

If an LoA for more than one products is issued to a successful bidder and he/she/it fails to execute agreement for few item (s), in such case, Bid security of that item shall be forfeited and the product for which agreement is not executed shall be debarred for a period of not less than 3 years.

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

#### 3. ON ACCOUNT OF NON-SUPPLY:

- 3.1 The supplier shall start to supply according to tender condition from the date of purchase order and shall complete the supplies within 60/75 days as mentioned in Purchase Order or as stated in tender condition.
- 3.2 RMSC will be at liberty to accept or reject the supply made belatedly as per the terms and conditions of the tender documents. In the event of acceptance of delayed supply the liquidated damages shall be imposed at the rate stipulated in conditions of the tender document.
- 3.3 If the supplier fails to execute the purchase order and informs RMSC about its inability to execute the order and non-compliance of the purchase order due to act of vis-majeure, then the Managing Director, RMSC will issue appropriate order on merits of case.
- 3.4 If the supplier fails to execute atleast 50% of the quantity mentioned in single purchase order and such failure in supply continues for three purchase orders, then supplier firm will be liable for debarring for a period of 2 years. As a result such supplier will be ineligible to participate in any of the tenders for particular item(s) of drugs / medicines for a period of 2 years.

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

- 4.1 The drugs supplied by the suppliers to the District Drug Warehouses are quarantined and samples of each and every batch of drugs /medicines are drawn on random basis and forwarded to Quality Control Wing of RMSC at the headquarter. The samples are then sorted; common batches pooled, coded and are sent to the empanelled laboratories for quality control test as per the QC Policy of RMSC.
- 4.2 Samples of all sterile surgicals & sutures items falling in the categories of drugs will also be drawn as per above policy and all of them will be subjected essentially for sterility testing.
- 4.3 If such samples **pass** quality test in all respects, RMSC will instruct its Warehouses to issue items of drugs to various hospitals / institutions
- 4.4 If the sample fails in quality test and report is received certifying that sample is **not of standard quality**, the drugs of the batch will not qualified for issue and supplier shall be informed to take back stocks of such batch, which failed the quality test and other consequences would follow as per the conditions in the tender documents.

#### **Minor defects**

- 4.5 (1) If one batch of a particular item supplied during contract period fails in any of the quality test conducted by the tender inviting authority and/or by the Drugs Control Department, then Penalty of not less than 5.0% of Purchase Order value of that particular item shall be levied."
- 4.5 (2) If two batches of a particular item supplied during contract period fail in any of the quality tests conducted by the tender inviting authority and/or by the Drugs Control Department, then that particular product of that firm will be blacklisted for a period up to 3 years but not less than 06 months in any case.
  - (\*Tablets/Capsules failing in dissolution test and active contents found 70% and above for thermo labile products and upto 5% less than the prescribed limits for thermo stable products.)

#### **Grossly substandard**

- 4.6 (1) If **any batch of a particular item** supplied under a tender tenure by the supplier is declared as **Not of Standard Quality** by an empanelled lab or Govt. Lab which falls in **grossly substandard** category and such failure is further confirmed by another empanelled lab / Govt. Lab, then the product shall be liable for debarring for a period of not Less than one (1) years.
- (2) If **two or more batches** supplied under a tender tenure by the supplier is declared as **Not of Standard Quality** by an empanelled lab or Govt. Lab, which falls in **grossly substandard** and such failure is further confirmed by Govt. Lab, then the **Product** shall be liable for debarring for a period of not less than two (2) years.
- 4.7 If the supplier supplied **more than one drug** (subject to a minimum of 6 drugs) during a tender duration and 50% of such drugs are blacklisted, the **firm** is liable to be blacklisted for a period of **2 years** from the date of intimation after observing the procedure.

#### **Spurious or Adulterated**

- 4.8 In case, any sample (even one batch) is declared as **Not of Standard Quality** by an empanelled lab or Govt. Lab which falls in **Spurious or Adulterated** category and if such failure is further confirmed by Govt. Lab during its entire shelf life, the **Company** shall be liable for debarring for a period of **not less than 5 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., Kolkata shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring of product or company. However if failure is of such nature wherein Drugs Controller of State grants prosecution sanction under Drugs & Cosmetics Act, 1940, then even failure of such one batch shall be considered adequate for debarring the product for not less than 2 years and in case of involvement of three different products the **Supplier / Company** as a whole shall be liable for debarring 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 In-charge 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 by 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 In-charge will be directed to contact the District Drugs Control officer for drawing statutory sample of such batch as per Act. The DDW In-charge 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 In-charge 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 Debarring of the particular product or supplier/company.
- 6.3 If, the quality failure is of such nature that a particular product has been blacklisted according to the procedure stated above, the supplier will not be eligible for participating in any of the tenders for the particular item floated by RMSC for the specified period. For such purpose period of debarring will be counted from date of issue of order and it will deemed to be over on completion of the period and as such no fresh orders will normally be required for re-eligibility purpose. Similarly if the supplier /company is blacklisted the supplier will not be eligible for participating in any of the tenders for any of the items during blacklisted period.

#### 7. POWER OF REVIEW:

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

#### 8. RIGHT TO APPEAL:

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

#### 9. SAVINGS:

The debarring of particular product or supplier / firm will be done without prejudice to other penalty which may be imposed as per the conditions of tender

documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of land. RMSC will display names of such blacklisted products and companies on its website and also circulate the same

among all stakeholders viz. PSME, DM&HS, DC including respective State Drug Controllers where the supplier / company is located.

#### 10. JURISDICTION:

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

#### 11. EXPLANATIONS:

- (i) Increase in the cost of raw materials, power cut, Labour strike, insolvency, closure of the factory would not be considered as act of vis-majeure.
- (ii) The Spurious, Adulterated, Grossly sub-standard drug shall have the explanation as per guidelines issued by Govt. of India for taking action on "Not of Standard quality drugs."

On the basis of quantitative analysis (Assay), the NOSQ drug shall be distinguished in the following manner:-

Category of NOSQ drugs	Active ingredient content (Assay)				
	Thermo stable	Thermolabile			
Minor	Upto 5% less than the prescribed	Above 70% to the prescribed			
	lower limit	lower limit			
Grossly	Below 5% of the prescribed lower	70% to 40%			
Substandard	limit to 50%				
Spurious	Below 50%	Below 40%			

- (iii) Purchase Orders, if any, already issued before taking any debarring action or replacement orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.
- (iv) The action proposed as above is not in conflict to any express conditions laid down in corresponding tender and in case of any overlapping, the tender condition will prevail.

ANNEXURE-X (Ref. Clause: 26) FORM NO. 1 [See rule 83 of RTPP]

## Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

		of
1.	Particular (i) (ii) (iii)	rs of appellant: Name of the appellant: Official Address, if any: Residential address:
2.	Name and (i) (ii) (iii)	d address of the respondent (S):
offi acti	cer/ autho on or omis	nd date of the order appealed against and name and designation of the rity who passed the order (enclose copy), or a statement of a decision, ssion of the Procuring Entity in contravention to the provisions of the the appellant is aggrieved:
4. pos	-	opellant proposes to be represented by a representative, the name and s of the representative:
5.	Number of	of affidavits and documents enclosed with the appeal:
6.	Ground o	f appeal:
		(Supported by an affidavit)
	•••••	
Plac	ce	······································
App	oellant's Si	gnature

ANNEXURE-XI Ref. Clause No. 1(d), 5(c)(j), 20

#### UNDERTAKING FOR EMPANELMENT

I Name	S/o	Age	Prop./Partn	er/Director/	Power of
attorney holder o	f firm M/s	situa	ated at (Com	plete addre	ss of Mfg.
unit)	bearing drug li	icense on Forr	n 25 & 28	or form	10 bearing
Number	&		respectively,	issue	ed or
dated	valid/Renewed	l up to	dc	here by	declare or
oath as follows:-					

- 1. That I have applied for empanelment for supply of Drugs & Medicines for the items I have quoted in the bid as enlisted in Annexure –VII
- 2. That I/We have carefully read all the conditions of E- Bid in Ref. no. No.: F.02(426)/RMSCL/PROCUREMENT/DRUG/NIB-05/2025/
  Dated:- for supply Cum rate contract and empanelment for supply of Drug and Medicines For Rajasthan Medical Services Corporation Ltd and accept all conditions of Bid, including amendments if any.
- 3. That I will be considered empanelled for the items which my bid have been declared technically responsive.
- 4. That I have deposited the required fees for empanelment.

Date N

Name & Signature with Seal

## Annexure-XII Ref. Clause No.17.2

**Supplier Consolidated Invoice** 

Comp	lete Ado	dress:									
DL NO.:    GST No.:   HSN Code   Invoice No.: Date:											
Purchaser: Managing Director Address: Rajasthan Medical Services Corporation Ltd, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C- Scheme, Jaipur Phone No. 0141- 2228066  RMSCL GSTIN.08AAFCR2824M1Z3  Name of Item/Description: Drug Code (RMSCL):											
				1			_				
S.No	Nam e of DDW	Odere d Qty.	Invoice /Challa n no.	Date	Packin g Size	Batch No.	Mfg. Date	Exp Dat e	Quantity Supplied in No. (Batch wise)	Basic Rate (without GST )	Basic Amount (without GST)
1	2	3	4	5	6	7	8	9	10	11	12
Remar	ks:					Total B	asic Amo	ount			<u> </u>
Toma	11.5.					1 Ottai D	Rate	of (%	) GST(CG		
									o) GST(SG		
							Rate	of (%	o) GST(IGS	ST)	
						Tota	l GST A	mount	t(CGST+S	GST+IGST)	
						Grand	Total (B	Basic A	mount+ G	ST Amount)	

**Authorised Signatory** 

Annexure-XIII
Ref. Clause No. 17.2

## **Analytical Report Regarding Quality**

Name	e of Supplier:-					
Addr	'ess:-					
PO N	lo:-	Date:-				
Drug	Name:-					
Detai	ils of in house test	report:-				
S. No.	Name of Lab.	Test report No.	Date	Batch No.	Qty. Supplied	Result
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Authorised Signatory

### Performance Security form (Bank guarantee)

To,	
Managing Director Rajasthan Medical WHEREAS	
Hereinafter called "the Supplier" has a Contract (Letter No	of Acceptance) 225 to
AND WHEREAS it has been stipulated by Supplier shall furnish you a bank Guarante the sum specified therein as security for co- performance obligations in accordance with	ee from a Scheduled Bank for ompliance with the Supplier's
AND WHEREAS we have agreed to give the	ne supplier a Guarantee:
THEREFORE WE hereby affirm that we as to you, on behalf of the Supplementary in Words and Figures) and we undertake written demand declaring the Supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer contract or for set off any supplier, without cavil or argument, any summer contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier, without cavil or argument, any summer capital supplier to be and/or any other contract or for set off any supplier to be and/or any other contract or for set off any supplier.	lier, up to a total of(Amount of the Guarantee to pay you, upon your first e in default under the said Bid other dues pending against the am or sums within the limit of as aforesaid, without your
This Bank guarantee is payable at Jaipur Br	anch
This guarantee is valid u of2027	ntil theday
Signat	tures and Seal of Guarantors
	Date
A	Address:

Note:- The validity of bank guarantee should be for 36 months from the date of issuance of Bank Guarantee.

**Annexure-XV** (Ref. clause 5(w))

### **Land Border Country Registration Requirement**

(To be executed on a non-judicial stamp paper valued Rs. 50/-)  Name of BidderNIB Number
I/We have read the Rule 13 of RTPP Rules and Government of Rajasthar Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India I/we certify that, bidder M/s (Name of Bidder) is
(i) not from such a country
or
(ii) if from such a country has been registered with the Authority i.e. as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. (Evidence of valid registration by the Authority shall be attached).
(Bidder to select one option
Name: [insert complete name of person signing the bid]
In the capacity of [insert legal capacity of person signing the bid]
Signed: [insert signature of person whose name and capacity are shown above]
Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]
Date: [insert date of signing]

Annexure-XVI

## (Ref. clause 11)

## Performance Security Declaration (To be executed on a non-judicial stamp)

Date	: [inse	rt date (as day, m	onth and year)]		
Cont	tract Name and No.: _	[insert	name and num	iber of Contract	t]
To:		_ [insert Design	ation and cor	mplete address	of Procuring
Enti	ty]				
		issued by the Adn	•		olicable. Please enclose ctive government under
<i>(i)</i>	Departments/Boards	of the State Gover	nment or Centra	l Government; o	r
(ii)	Government Compan	nies as defined in c	lause (45) of sec	tion 2 of the Con	ipanies Act, 2013; or
(iii)	State Government or more State Governm	r Governments, or ents which is subj	partly by the Ce	entral Governme e Auditor appoir	Government, or by any nt and partly by one or nted by the Comptroller of the Companies Act,
(iv)		Registered Societie	es, Cooperative S	Societies which a	re owned or controlled
or m	anaged by the State G	overnment or Cent	ral Government.		
We ı	ınderstand that we ar	e eligible for subm	ission of a Perfo	ormance Securin	g Declaration in lieu of
Perf	ormance Security und	er Rule 75 (1) of R	TPP Rules, 2013		
We 1	understand that, accor	ding to your condi	tions, the Contra	act must be supp	orted by a Performance
					ce obligations under the
Cont	tract for	[insert name	of subject matt	er of procurem	ent]
We a	accept that we will at	itomatically be sur	spended from be	ing eligible for	bidding in any contract
with	you for the period of	time of	[Procurin	g Entity to indi	cate here the period of
time	for which the Procu	ring Entity will d	eclare a Bidder	in eligible to be	awarded a Contract if
the p	performance Security	y Declaration is to	be executed] st	arting on the d	late that we receive a
notif	ication from you,	the	[Designation	n of the Procu	ring Entity] that our
					ny of our performance
oblig	gation under the condi	tions of the Contra	ct,		
We i	understand this Perfor	mance Security De	eclaration shall e	xpire after 60 da	ys of completion of our
		•		-	Guarantee, operation,
	ntenance, etc. in accord		-		
	ed:[				city are shown]
					Performance Security
	aration]	<u> </u>	1 1	0 0	Ų
	ne:	[insert com	plete name of p	erson signing th	e Declaration]
					rt complete name and
•	ress of the Bidder]			<b>-</b> _	-
	ed on	day of	[inse	rt date of signing	g]
	orate Seal				_

## **BIDDER'S AUTHORIZATION CERTIFICATE**

10,	
{Procuring entity},	
,	
	leclare/ certify that <u>{Name/ Designation and</u> orized to sign relevant documents on behalf of
	reference No dated
He/ She is also authorize	ed to attend meetings & submit technical &
	as may be required by you in the course of validation, his/ her verified signatures are as
under.	validation, his/her verified signatures are as
Thanking you,	
Name of the Bidder: -	Signature Verified
Authorised Signatory: -	
Seal of the Organization: -	
Date:	
Place:	

### To whom so ever it may concern

S.No.	Item code	Item Specifications		Bill of lading / Bills of entry		Sale invoices		
			Year	Number	Year	Number		
1.								
2.								
3.								

This certificate is issued on the basis of documents enclosed with this certificate.

Date:	Signature of
	Chartered Accountant
	(Name in Capital)
	along with Registration

Number Seal: (Name in Capital) UDIN:

#### **Annexure-XIX**

(Ref. Clause

no. 8)

# Bank Guarantee Unconditional (To be executed on a non-judicial stamp paper) Form of Bid Security

(To be issued by a Scheduled Bank in India or other issuer, acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: [insert name and address of the Purchaser)

Date: [Insert date)

**Bid Security No. [insert number]** 

At the request of the Bidder, we ...[insert name of Bank] ...hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid or
- (b) Having been notified during the period of bid validity specified in the Bid document, about the acceptance of its Bid by you
- (i) Failed or refused to execute the Contract Agreement within the time period specified in the Bid Document, or
- (ii) Failed or refused to furnish the performance security, in accordance with the terms and conditions of Bid within the time period specified in the Bid Document, or
- (c) Has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the terms and conditions of Bid

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of our receipt of a copy of your notification to the Bidder of the name of the successful Bidder.

\_

Consequently, any demand for payment under this guarantee must be received by us at the
office on or before that date.
Signed:
[insert signature of person whose name and capacity are shown]
Name:
[insert complete name of person signing the Bid Security]
In the capacity of:
[insert legal capacity of person signing the Bid Security]
Duly authorized to sign the Bid Security for and on behalf of
[insert name of bank]
Dated on Day of
[insert date of signing ]
Bank seal
[affix seal of the Bank]
Note:- The validity of Bank guarantee should be for 6 months from the date of issuance
of bank guarantee.