

# **INVITATION OF APPLICATIONS FOR EMPANELMENT OF ONLY MANUFACTURERS / LOAN LICENSEE / IMPORTERS FOR SUPPLY OF DRUGS & MEDICINES**

**RAJASTHAN MEDICAL SERVICES CORPORATION LTD.**

(A Govt. of Rajasthan Undertaking)

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

Tel No: 0141-2228066, 2228064,

Website- [www.rmssc.health.rajasthan.gov.in](http://www.rmssc.health.rajasthan.gov.in)

E-mail: [edprmssc@rajasthan.gov.in](mailto:edprmssc@rajasthan.gov.in)

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MANUFACTURERS / LOAN LICENSEE / IMPORTERS FOR SUPPLY OF  
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**Disclaimer**

- A. The information contained in this Single Stage one (envelop) unconditional Bid for empanelment of only MANUFACTURERS / LOAN LICENSEE / IMPORTERS for supply of Drugs & Medicines. The Bid document provided to the Bidder(s), by or on behalf of RMSCL or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid document and all other terms and conditions subject to which such information is provided.
- B. Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.
- C. This document is not an agreement and is not an offer or invitation by the Managing Director, RMSCL, Jaipur, Rajasthan. (Hereinafter referred to as “Procuring Entity”) or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested MANUFACTURERS / LOAN LICENSEE / IMPORTERS with information to assist the formulation of their Proposal/offer. The information contained in this bid document is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.
- D. This bid document includes certain statements, estimates etc. with respect to the procurement. Such statements, estimates etc. reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.
- E. The purpose of this Bid document is to provide the Manufacturer(s) / Importer(s) who wish to bid with information to assist the formulation of their Proposals. This Application form/Bid document does not

purport to contain all the information which each Bidder/Applicant may require. This Bid document may not be appropriate for all persons, and it is not possible for RMSCL, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this Bid document. Each Bidder/ Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid document.

- F. RMSCL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid document/Application form.
- G. RMSCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
- H. The issue of this bid document/application form does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.
- I. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.
- J. Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder AND information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.
- K. 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 due date so that the representation of the bidders may be well processed and decision could be taken well in time. **After due date no representation/ suggestions will be entertained.**

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**Critical Dates**

S. No.	Particulars	Date
1.	Date of publishing Notice Inviting bids and bidding document/ Applications form on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> , State Public Procurement Portal	<b>10.07.2023 from 5.00 PM</b>
2.	Date from which Application form will be provided from the website of RMSCL <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> , i.e. <a href="http://rmsc.health.rajasthan.gov.in">http://rmsc.health.rajasthan.gov.in</a> or can be downloaded from State Public Procurement Portal i.e <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>	<b>10.07.2023 from 6.00 PM</b>
3.	Date upto which queries for clarifications on Bidding Document/ Application form can be sent to RMSCL by e-mail i.e edprmsc@rajasthan.gov.in	<b>14.07.2023 by 6.00 PM</b>
4.	Last date and time upto which bids/empanelment Application on prescribed form of RMSCL alongwith :- i)Application form fee Rs.2360/-inclusive of GST (Rs.2000 +GST @ 18%), ii) Empanelment fee Rs 5900/-inclusive of GST (Rs 5000 +GST @ 18% ) iii) RISL fee Rs. 2950 (Rs 2500 +GST @ 18%) favour of MD RISL iv)Amount of empanelment (bid) security is Rs 20,000/- each item subject to minimum Rs 2.00 lacs and maximum Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.	<b>19.07.2023 upto 6.00 PM</b>
5.	Date and time of opening of Online application	<b>20.07.2023 at 11.30 AM</b>
6.	Item wise financial bid shall be invited from time to time from the empanelled bidders/registered suppliers for such item(s).	

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**(NIPQ for Publication on e-proc Rajasthan)**

F.02(383)/RMSCL/PROCUREMENT/DRUG/NIPQ-05/2023/1401 Dated:- 10.07.2023

**NOTICE INVITING APPLICATIONS**

Applications on prescribed registration form are invited by RMSCL, Jaipur from bonafide MANUFACTURERS / LOAN LICENSEE / IMPORTERS only for empanelment/ registration of bidders, for supply of 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 Fees is upto 6.00 PM of **19.07.2023** Details of Registration form along with term & conditon etc. can be downloaded from State Public Procurement Portal website "<https://sppp.rajsthan.gov.in>" or <http://eproc.rajasthan.gov.in> or RMSCL website "<http://rmsc.health.rajasthan.gov.in>".

UBN No. -

**Executive Director(Proc),  
RMSCL**

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**NOTICE INVITING APPLICATIONS FOR EMPANELMENT**

1. Applications are invited by RMSCL, Jaipur from bonafide MANUFACTURERS / LOAN LICENSEE / IMPORTERS by pre-qualification process ONLY for Supply of Drugs & Medicines on regular basis from empanelled bidders only. The procurement of itemwise subject matter shall be done by the procuring entity from the empanelled bidders by method of limited bidding by request for proposal to all of those empaneled for specific items for financial bid.

<b>Name &amp; Address of the Procuring Entity</b>	“Managing Director, Rajasthan Medical Services Corporation Ltd., “Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India Tel No: 0141-2228066, 2228064, E-mail: edprmsc@rajasthan.gov.in Website: www.rmsc.health.rajasthan.gov.in
<b>Subject matter of procurement</b>	RMSCL invites bids/applications from bonafide MANUFACTURERS / LOAN LICENSEE / IMPORTERS only who are in dealing with manufacturing / importing of Drugs & Medicines, and having the experience for supply of Drugs & Medicines. The applications/bids are for empanelment of bidders by pre-qualification process for a period of One (1) Year which can be further extended for a period of One (1) Year. The registration shall be made of those applicants who meet the minimum eligibility criteria as specified in this bidding document/ application form. The empanelled suppliers shall be entitled to participate in the financial bid for supply of Drugs & Medicines as mentioned in this bid document.
<b>Bid Procedure for empanelment</b>	Two-Part – At first Part empanelment of bidders shall be done based on minimum Techno- Commercial eligibility criteria. At second part, from time to time financial offers shall be invited from the registered/empanelled bidders only.
<b>Bid Evaluation Criteria (Selection Method)</b>	The empanelment of bidders with RMSCL shall be done <b>of all the bonafide MANUFACTURERS / LOAN LICENSEE / IMPORTERS</b> who shall <b>fulfil and qualify</b> all the qualification and other terms and conditions as stated in <b>the prescribed application form / bid</b> documents after detailed scrutiny of their submitted proposals.
<b>Websites for downloading Bidding</b>	<b>Websites:</b> <a href="http://rmsc.health.rajasthan.gov.in">http://rmsc.health.rajasthan.gov.in</a> , <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

<b>Document, Corrigendum's, Addendums etc.</b>											
<b>Bid Document Fee, Empanelment Fee, RISL fee and Empanelment Bid Security Amount</b>	<p>Bid Document Fee, Empanelment Fee and Empanelment Bid Security Amount as follows in form of DD/ BC only in favour of MD, RMSCL payable at Jaipur or deposit through Challan in Bank Account of MD, RMSCL:-</p> <table border="0"> <tr> <td data-bbox="448 422 922 485">i) Bid document cost/application form fee (Non-refundable)</td> <td data-bbox="951 422 1406 485">Rs.2360/- (Rs 2000 application form fees plus 18% GST)</td> </tr> <tr> <td data-bbox="467 516 818 541">For MSME Unit of Rajasthan</td> <td data-bbox="951 516 1406 579">Rs.1180/- (Rs 1000 application form fees plus 18% GST)</td> </tr> <tr> <td data-bbox="448 611 889 636">ii)Empanelment fee (Non-refundable)</td> <td data-bbox="951 611 1406 674">Rs. 5900 (Rs 5000 empanelment fee plus 18% GST)</td> </tr> <tr> <td data-bbox="448 768 802 793">iii)RISL fee (Non-refundable)</td> <td data-bbox="951 768 1406 831">Rs. 2950 (Rs 2500 RISL fee plus 18% GST) favour of MD RISL</td> </tr> <tr> <td data-bbox="448 842 1406 936">iv) Amount of Empanelment Bid Security @Rs 20,000/- for each item subject to minimum Rs.2,00,000/- (Rs. Two lacs only) and maximum Rs.5,00,000/- (Rs. Five lacs only)</td> <td></td> </tr> </table> <p><i>These fees (I,II,III, IV) are to be paid through three separate prescribed challans (format enclosed in Annexure-I ) in any branch of the Punjab National Bank Account no. 2246002100024414 &amp; IFSC Code no. PUNB0224600 throughout country upto last date of submission of bids/applications form or through D.D. / bankers cheque in favour of M.D. RMSCL</i></p> <p>Above all required original instruments shall be submitted along with the application personally or dropped in the Bid Box or deposited in the office of Executive Director(Procurement), RMSCL or by post in sealed envelopes upto last date of submission of bids/applications form.</p> <p>Those bidders who have already deposited bid security in NIPQ 01/2022 and such bid security is still lying with RMSCL then the same can be considered for NIPQ (Drug) 04/2023 on request of bidders / applicant and need not deposit again for same items. In case of any additional items, bidders may submit bid security i.e. Rs 20,000/- each item subject to over all minimum Rs 2.00 lacs and maximum Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.</p> <p>Those bidders who have already submitted empanel fees Rs. 5000+18% GST in previous tenders invited on or after 09.12.2022 (NIPQ-01/2022, NIB 01/2023, NIB 03/2023, NIPQ 03/23, NIPQ 04/2023) need not submitted empanelment fee again, however bidder has to submit a request along with details of empanelment fee already deposit.</p> <p>Bid Security will not be taken from undertakings, corporation of GoI &amp; GoR.  <b>For MSME Units of Rajasthan:-</b></p>	i) Bid document cost/application form fee (Non-refundable)	Rs.2360/- (Rs 2000 application form fees plus 18% GST)	For MSME Unit of Rajasthan	Rs.1180/- (Rs 1000 application form fees plus 18% GST)	ii)Empanelment fee (Non-refundable)	Rs. 5900 (Rs 5000 empanelment fee plus 18% GST)	iii)RISL fee (Non-refundable)	Rs. 2950 (Rs 2500 RISL fee plus 18% GST) favour of MD RISL	iv) Amount of Empanelment Bid Security @Rs 20,000/- for each item subject to minimum Rs.2,00,000/- (Rs. Two lacs only) and maximum Rs.5,00,000/- (Rs. Five lacs only)	
i) Bid document cost/application form fee (Non-refundable)	Rs.2360/- (Rs 2000 application form fees plus 18% GST)										
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iii)RISL fee (Non-refundable)	Rs. 2950 (Rs 2500 RISL fee plus 18% GST) favour of MD RISL										
iv) Amount of Empanelment Bid Security @Rs 20,000/- for each item subject to minimum Rs.2,00,000/- (Rs. Two lacs only) and maximum Rs.5,00,000/- (Rs. Five lacs only)											



	Further, Bid Security will be taken @ Rs. 5,000/- per item of Drugs & Medicines quoted subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, 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)). In case Bid Security submitted by the bidder is at the minimum or more but number of quoted items is more than the Bid Security submitted, the quoted items by the bidder will be counted in sequence up to the number matching the Bid Security deposited. However without minimum Bid Security the offer will not be considered at all.
<b>Clarification, if any, can be sought by applicant/bidder through e-mail</b>	Upto 6.00 PM of 14.07.2023 (No clarification meeting shall be held, however, if any clarification is required by applicant/bidder, he/she may seek it through e-mail i.e - edprmsc@rajasthan.gov.in Corrigendum if any required, based on clarification sought would be issued. No separate individual clarification would be sent.
<b>Last time &amp; date of submission of bid</b>	06.00 PM of 19.07.2023 on e-mail of RMSCL i.e. edprmsc@rajasthan.gov.in or in physical form in the office of RMSCL “Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005

2. The complete bidding document including the conditions of contract, evaluation and qualification criteria, bidding forms, procedure of bidding etc. can be seen and downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>, e-proc portal i.e <http://eproc.rajasthan.gov.in> and RMSCL website <http://rpsc.health.rajasthan.gov.in> The price of bidding document, bid security, Empanement fee, the scan copy of these documents along with signed document of the bid must be uploaded on e-proc portal i.e <http://eproc.rajasthan.gov.in> and Fees in physical form in office of RMSCL “Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005 upto 6.00 PM of 19.07.2023.
3. **Those applicants / firms who have already been empanelled for particular items need not apply again provided that they possess all requisite qualifications and all relevant documents like Product Permission, WHO-GMP certificate, Market Standing Certificate etc. are still valid.**  
**Current Rate contracts for various items with RMSCL shall remain in force till expiry of the contract period, however, Procuring entity shall have all right to procure any such item from empanelled firms by inviting financial bids as prescribed in this bid document.**
4. The original Demand draft/ Banker’s Cheque/challans in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the bid box or by post in sealed envelopes deposited in the office of RMSCL, Jaipur upto last time and date of bid submission, failing which the bid shall be rejected. **DD number / Baker’s Cheque number, is to be filled in appropriate columns.**
5. Those applicants / firms who have been declared responsive for items bid in various NIBs floated on or after 01.01.2022 have to submit only prescribed application along with copy of

order declaring them as responsive for respective items along with requisite fee for empanelment (if not deposited earlier), empanelment bid security provided that they possess all the requisite qualifications and possess valid required document i.e. Product Permission, WHO-GMP certificate, Market Standing Certificate etc. as specified in this bid document. If any of such documents have expired then they have to submit re-validated / new document also.

6. The RMSCL is not bound to accept the successful application and may reject any or all application without assigning any reason thereof.
7. The Bidders shall have to submit self-attested photo copy of all the relevant documents, which are submitted like GST registration and the Permanent Account Number (PAN) of Income Tax etc., **as may be prescribed in the application form.**
8. **The invitation/bid is only for empanelment of bonafied Manufacturers/ Importers. Distributors / Suppliers / Agents are not eligible to participate in the bid.**
9. Information of registration/empanelment shall be communicated to all participating bidders on the website <http://sppp.rajasthan.gov.in> and <http://rmsc.health.rajasthan.gov.in>
10. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 made there under.

**Note :** If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following any query or any other information, the same will also be uploaded on the RMSCL website [www.rmhc.health.rajasthan.gov.in](http://www.rmhc.health.rajasthan.gov.in) , SPP Portal <http://sppp.rajasthan.gov.in> and <http://eproc.rajasthan.gov.in>. It will not be intimated to individual bidder. In case any queries, please contact over telephone number i.e. 0141-2228064 or queries may be e-mailed on address [edprmc@rajasthan.gov.in](mailto:edprmc@rajasthan.gov.in) upto 14.07.2023.

## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules 2013 thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA)/Board Resolution from the competent authority of the respective Bidding firm / company.
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, proposal or quotation
<b>Bidder</b>	Any person/ firm/ company participating in the procurement/ bidding process with the procuring entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RMSCL Ltd., Jaipur is the competent authority in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>RMSCL</b>	Rajasthan Medical Services Corporation Limited, Jaipur
<b>Empanelment Period</b>	The Empanelment shall remain valid for one year from the date of issuance of Empanelment Letter which can be further extended for a period of one year and after that renewal fee for one year will have to be given Rs 5900 including GST.
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>NIB</b>	Notice Inviting Bid (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes request for proposal)
<b>INR</b>	Indian Rupee

<b>BIS</b>	Bureau of Indian Standards
<b>IS</b>	Indian Standards
<b>ISO</b>	International Organisation for Standardisation
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI/ LOA</b>	Letter of Intent / Letter of Acceptance
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement/ Purchase Committee
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>PS</b>	Performance Security
<b>Purchaser/ Bidding Authority/ Procuring Entity</b>	Person or entity that is a recipient of a goods, a seller (bidder) under a purchase order or contract of sale. Also called buyer, RMSCL in this bidding document.
<b>GST</b>	Goods and Service Tax
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>E-Procurement Portal Rajasthan</b>	<a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a>
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>GSTIN</b>	Goods & Service Tax Identification Number
<b>PO</b>	Purchase Order
<b>WHO-GMP</b>	WORLD HEALTH ORGANIZATION-GOOD MANUFACTURING PRACTICES
<b>MSC</b>	MARKET STANDING CERTIFICATE
<b>NCC</b>	NON CONVICTION CERTIFICATE
<b>USP</b>	United States Pharmacopeia
<b>IP</b>	Indian Pharmacopeia
<b>BP</b>	British Pharmacopeia
<b>PP</b>	Product Permission

# **OBJECTIVE OF EMPANELMENT OF BIDDERS**

## **FOR SUPPLY OF DRUGS & MEDICINES AT VARIOUS DDWs, MCDWs AND OTHER STATIONS IN THE STATE OF RAJASTHAN.**

The Managing Director, RMSCL will prepare a panel of bidders for procurement of Drugs & Medicines. The process for empanelment shall remain open throughout the year, meaning there by, any eligible manufacturer / importer can apply for empanelment at any time throughout the year. This name will be added to panel after due evaluation and qualifying all desired criteria. The list of empanelled bidders shall be valid for a period of one year which may further be extended for another one year and after that renewal fee for one year will have to be given Rs 5900 including GST.

The empanelled bidders can only participate in the financial bid held at periodical intervals, as per requirement, for supply of Drugs & Medicines.

The financial bid for various Drugs & Medicines as and when required shall be invited from the empanelled bidders. The invitation proposal of financial bid shall be published on the State Public Procurement Portal, e-Procurement Portal and proposal shall also be sent to empanelled bidders/suppliers through email. The financial bid will be invited from empanelled suppliers/bidders only through e-Procurement i.e. [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The lowest bid rates and quantities offered thereto as announced at the time of bid opening are deemed to be contractual rates for supply of Drugs & Medicines. The supply order shall be issued by RMSCL and quantities of each material approved for each destination. Therefore, contractual obligations herein contained are suo-motto created between the successful bidder(s) and the RMSCL right from the time of bidding for rates till execution of supply contract.

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidders, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the **L1** bidder, whose bid is accepted.

## SECTION-I

### Instruction to Bidders (ITB)

**Note:-**

1. If any bidder empanelled in RMSCL for item code 789 than no need to submit bid but tender condition applicable as per empanelled tender.
2. If any document has expired/not uploaded/ invalid or have any new facts i.e. debarring/NOSQ etc. then bidder is required to upload valid documents with Annexure VII.
3. Those bidders who have already deposited bid security in NIPQ 01/2022 and such bid security is still lying with RMSCL then the same can be considered for NIPQ (Drug) 04/2023 on request of bidders / applicant and need not deposit again for same items. In case of any additional items, bidders may submit bid security i.e. Rs 20,000/- each item subject to over all minimum Rs 2.00 lacs and maximum Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.
4. Those bidders who have already submitted empanel fees Rs. 5000+18% GST in previous tenders invited on or after 09.12.2022 (NIPQ-01/2022, NIB 01/2023, NIB 03/2023, NIPQ 03/23, NIPQ 04/2023) need not submitted empanelment fee again, however bidder has to submit a request along with details of empanelment fee already deposit.

**Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules shall prevail.

S. No.	Particulars	Clause	Description
1. General			
1.1	<b>Definitions</b>	<b>1.1.1</b>	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		<b>1.1.2</b>	Bid/application form <ol style="list-style-type: none"> <li>a) The Bid/Bid Application Form shall be commenced from the date of publication of Notice Inviting Bid/Bid for empanelment shall be placed on the E-Proc website &amp; State Public Procurement Portal. The prospective bidder shall download the bidding document from the website.</li> <li>b) Go through the terms and conditions, other documents carefully and meticulously.</li> <li>c) 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 is maintained up to bid opening &amp; that your documents are not put to any misuse.</li> </ol>

		<b>1.1.3</b>	“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the Goods to RMSCL, Jaipur under the contract.
		<b>1.1.4</b>	“Bidding Document means this entire document consisting of Notice Inviting Bids and all other Sections made available to the Bidders by RMSCL, Jaipur for selection of the successful Bidder/Tenderer.
		<b>1.1.5</b>	' <b>Completion</b> ' Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
		<b>1.1.6</b>	“Contract” means the Contract which shall be signed by RMSCL, Jaipur with the selected successful Bidder/Tenderer and all its attached documents and the appendices.
		<b>1.1.7</b>	" <b>Contract Documents</b> " Means the documents listed in the Agreement, including any amendments thereto.
		<b>1.1.8</b>	" <b>Contract Price/Rate</b> " Means the price payable to the supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract/Statutory deductions.
		<b>1.1.9</b>	“Client/ RMSCL, Jaipur” means a Government of Rajasthan Undertaking registered under Companies Act. The selected Bidder/Tenderer will sign the Contract with RMSCL for the procurement of Goods.
		<b>1.1.10</b>	" <b>Consignee</b> " Means the receiver of the stores as mentioned in supply order / purchase order.
		<b>1.1.11</b>	“Day” means a calendar day.
		<b>1.1.12</b>	" <b>Delivery</b> " Means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract / Purchase order.
		<b>1.1.13</b>	“Government/ GOR” means the Government of Rajasthan.
		<b>1.1.14</b>	" <b>GCC</b> " Means the General Conditions of rate Contract and " <b>SCC</b> " Means the Special Conditions of rate Contract".
		<b>1.1.15</b>	“Managing Director, RMSCL, Jaipur” means the executive head of RMSCL, Jaipur.
		<b>1.1.16</b>	“Instructions to Bidders (ITB)”, “Bid Data Sheet (BDS)” are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.
		<b>1.1.17</b>	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by RMSCL, Jaipur to the selected successful Bidder/Tenderer.
		<b>1.1.18</b>	“Personnel” means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.
		<b>1.1.19</b>	" <b>Procuring Entity</b> " Means the Entity purchasing the Goods and Related Services, M.D., RMSCL or as specified in the SCC.
		<b>1.1.20</b>	“Bid/Proposal” means the Technical Bid/Proposal and the

			Financial Bid/Proposal submitted by the Bidder/Tenderer.
		<b>1.1.21</b>	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		<b>1.1.22</b>	<b>"Supplier"</b> Means the natural person, private or government entity, who’s Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assignees of the supplier.
		<b>1.1.23</b>	“Goods” means the tasks to be performed by the selected Bidder/Tenderer within the Contract period.
		<b>1.1.24</b>	Terms not defined here shall have the same meaning as given to them in the Act / Rules.
2.1	<b>Scope of Bid</b>	<b>2.1.1</b>	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) RMSCL, Jaipur issues this Bidding Document for the supply of Goods/ equipment and Related Services incidental there to as specified in Schedule of Supply.
		<b>2.1.2</b>	Throughout this Bidding Document: <ul style="list-style-type: none"> <li>i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch;</li> <li>ii. If the context so requires, singular means plural and vice versa; and</li> <li>iii. “Day” means calendar day.</li> </ul>
2.2	<b>Source of Funds</b>	<b>2.2.1</b>	The expenditure for procurement of Goods/ equipment and Related Services will be met by the provisions/ resources of RMSCL, Jaipur (Procuring Entity).
2.3	<b>Code of Integrity</b>	<b>2.3.1</b>	Any person participating in the procurement process shall – <ul style="list-style-type: none"> <li>(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;</li> <li>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>(c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;</li> <li>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</li> <li>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or</li> </ul>



			<p>indirectly, to any party or to its property to influence the procurement process;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p>
	<b>Conflict of Interest</b>	<b>2.3.2</b>	<p>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.</p> <p>i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <p>a. Have controlling partner(s)/shareholder(s) in common; or</p> <p>b. Receive or have received <b>any direct or</b> indirect subsidy from any of them; or</p> <p>c. Have the same legal representative for purposes of this Bid; or</p> <p>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 this bidding process; or</p> <p>e. the Bidder participates in more than one Bid in this 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</p> <p>f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are the subject of the Bid; or</p> <p>g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.</p>
			<p>ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.</p>
	<b>Breach of Code</b>	<b>2.3.3</b>	Without prejudice to the provisions of Chapter IV of the

	<b>of Integrity by the Bidder:</b>		Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
2.4	<b>Eligible Bidders</b>	<b>2.4.1</b>	As specified in the Rajasthan Transparency in Public Procurement Act and Rules there under.
		<b>2.4.2</b>	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		<b>2.4.3</b>	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		<b>2.4.4</b>	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - a) any Procuring Entity, if debarred by the State Government; and b) a Procuring Entity if debarred by such procuring Entity.
		<b>2.4.5</b>	A bidder who possess all requisite qualifications as stipulated in the terms & conditions in the bidding document.
<b>3. Contents of Bidding Document</b>			
3.1	<b>Sections of the Bidding Document</b>	<b>3.1.1</b>	The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to: Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Pre-qualification and Evaluation Criteria Section IV. Schedule of Supply Section V. Technical Specification and Inspection & Test Section VI. Performance security and Agreement. Section VII (A). General Conditions of Contract (GCC) Section VII (B). Special Conditions of Contract (SCC) Section VIII. Bidding forms.  The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.
		<b>3.1.2</b>	i. The Bidding Document shall be placed on the website of State Public Procurement Portal <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and the departmental website <a href="http://www.rmhc.health.rajasthan.gov.in">www.rmhc.health.rajasthan.gov.in</a> . The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while

			submitting the filled-up Bidding Document on e-proc portal as per procedure laid down in the bidding document.
		<b>3.1.3</b>	The Procuring Entity is not responsible for the completeness of the bidding document and its addenda, if they were not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal / E-proc Portal.
		<b>3.1.4</b>	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
3.2	<b>Clarification of Bidding Document and Conference for Clarification</b>	<b>3.2.1</b>	<i>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's e-mail address indicated in the document. The Procuring Entity will respond request for clarification if any required. If modification considered necessary, it shall be placed on the websites of State Public Procurement Portal (<a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>), E-Procurement Portal Rajasthan (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>) and shall be deemed as amendment of Bidding Document.</i>
		<b>3.2.2</b>	The Bidder or his authorized representative is invited to attend the Conference for clarification, if any organised. The purpose of the Conference for clarification will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		<b>3.2.3</b>	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Conference for clarification or by the last date for submission of queries.
		<b>3.2.4</b>	The response of the Conference for clarification, if any will be placed on the State Public Procurement Portal ( <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> ) and E-Procurement Portal Rajasthan ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ). Any modification to the Bidding Document that may become necessary as a result of the above said Conference shall be made by the Procuring Entity exclusively through the issue of an addendum/corrigendum ( <i>part of Bidding Document</i> ).
		<b>3.2.5</b>	Non-attendance at the Conference for clarification will not be a cause for disqualification of a Bidder.
3.3	<b>Amendment of</b>	<b>3.3.1</b>	Any addendum issued shall be part of the Bidding Document

	<b>Bidding Document</b>		and shall be communicated in writing through above said portals. It shall also be uploaded on the website of State Public Procurement Portal ( <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> ), E-Procurement Portal Rajasthan ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ) for prospective bidders to download.
		<b>3.3.2</b>	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		<b>3.3.3</b>	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation by uploading it on the website of State Public Procurement Portal ( <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> ) and E-Procurement Portal Rajasthan ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ).
<b>4. Preparation of Bids</b>			
4.1	<b>Cost of Bidding</b>	<b>4.1.1</b>	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	<b>Language of Bid</b>	<b>4.2.1</b>	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language English and Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the English & Hindi languages.
4.3	<b>Documents Comprising the Bid</b>	<b>4.3.1</b>	The Bid shall comprise of two part/envelopes, one containing the Technical Bid for empanelment and the other the Financial or Price Bid at frequent intervals. Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.
4.4	<b>Bid Submission Sheets and Price Schedules</b>	<b>4.4.1</b>	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
		<b>4.4.2</b>	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their

			origin as appropriate, using the forms provided in Bidding Forms.
4.5	<b>Alternative Bids</b>	<b>4.5.1</b>	Alternative Bids shall not be considered.
4.6	<b>Currencies of Bid.</b>	<b>4.6.1</b>	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
4.7	<b>Documents Establishing the Eligibility of the Bidder</b>	<b>4.7.1</b>	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.
4.8	<b>Documents Establishing the Eligibility of the Goods and Related Services</b>	<b>4.8.1</b>	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid shall be submitted at the time of financial bid and bidder will use the prescribed forms included in Bidding Forms.
4.9	<b>Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document</b>	<b>4.9.1</b>	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence ( <i>specifications, designs and drawings and conformance to BIS or other acceptable codes</i> ) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment thereof issued in accordance with Amendment of Bidding Document.
4.10	<b>Documents Establishing the Qualifications of the Bidder</b>	<b>4.10.1</b>	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	<b>Period of Validity of Bids</b>	<b>4.11.1</b>	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
		<b>4.11.2</b>	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security/Registration Money/Performance Security shall also be extended for a corresponding period. A Bidder granting the request shall not be required or permitted to modify its Bid.
4.12	<b>Bid Security and Performance Security</b>	<b>4.12.1</b>	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security Money in original form and in the amount and currency specified in the BDS.
		<b>4.12.2</b>	Bid Security shall be as specified in the Bid Data Sheet.
		<b>4.12.3</b>	The Bid Security may be given in the form of banker's cheque

			or bank demand draft, in specified format, of a Scheduled Bank in India.
		<b>4.12.4</b>	In lieu of Bid Security a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Bidding Forms.
		<b>4.12.5</b>	Bid Security instrument or a Bid securing declaration shall necessarily accompany the Bid/Application form for registration, as prescribed. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		<b>4.12.6</b>	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		<b>4.12.7</b>	Delete
		<b>4.12.8</b>	Delete
		<b>4.12.9</b>	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security etc. by the successful Bidder.
		<b>4.12.10</b>	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- <ol style="list-style-type: none"> <li>1. when the Bidder withdraws or modifies his Bid after opening of Bids; or</li> <li>2. when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or</li> <li>3. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>4. when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or</li> <li>5. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or</li> <li>6. if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.</li> </ol>

		<b>4.12.11</b>	<p>In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security for award of supply contract, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security/ Performance Security.</p>
		<b>4.12.12</b>	<p>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 &amp; GoR. The MSME Units of Rajasthan shall be required to pay Performance security @ 1% of the contract value.</p> <p>The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.</p> <p>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 (Performa given in Annexure attached) in case the amount exceeds Rs. 5 Lakhs. For amount of upto 5 Lakhs it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan annexure-1 (the validity of bank guarantee should be for a period of twelve 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).</p> <p>In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be <b>5% (For MSME units of Rajasthan 1%)</b> of value of quantity fixed for them. (Upper limit Rs 25 Lac).</p> <p>Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after <b>12 months</b> from the date of issuance of letter of acceptance, whichever is later.</p>

			<p>Bid Security will not be taken from undertakings, corporation of GoI &amp; GoR.</p> <p><b>For MSME Units of Rajasthan:-</b></p> <p>Further, Bid Security will be taken @ Rs. 5,000/- per item of Drugs &amp; Medicines quoted subject to minimum of Rs. 50,000/- and maximum of Rs. 1.25 Lacs, 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)). In case Bid Security submitted by the bidder is at the minimum or more but number of quoted items is more than the Bid Security submitted, the quoted items by the bidder will be counted in sequence up to the number matching the Bid Security deposited. However without minimum Bid Security the offer will not be considered at all.</p>
4.13	<b>Format and Signing of Bid</b>	<b>4.13.1</b>	The Bidder shall submit the documents duly signed, stamped, name of the signing person, designation/capacity like partner, manager, director etc. are to be clearly mentioned.
<b>5. Submission and Opening of Bids</b>			
5.1	<b>Sealing and Marking of Bids</b>	<b>5.1.1</b>	Bidders shall submit their Application Form on e-procurement website <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> . Financial bid shall only be invited and submitted on e-procurement website <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> from time to time as per requirement.
5.2	<b>Deadline for Submission of Bids</b>	<b>5.2.1</b>	Registration Form shall be submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof. Financial bid shall only be invited and submitted on e-procurement website <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
5.3	<b>Late Bids</b>	<b>5.3.1</b>	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
5.4	<b>Withdrawal, Substitution and Modification of Bids</b>	<b>5.4.1</b>	Withdrawal, substitution and modification of bids shall be as given on the SPP Portal/RMSCL website/ e-Proc portal and e-mail of RMSCL i.e <a href="mailto:edprmsc@rajasthan.gov.in">edprmsc@rajasthan.gov.in</a> .
5.5	<b>Bid Opening</b>	<b>5.5.1</b>	Bid opening shall be as specified in the registration form/SPP Portal/e-Procurement Portal / RMSCL website etc.
<b>6. Evaluation and Comparison of Bids</b>			
6.1	<b>Confidentiality</b>	<b>6.1.1</b>	Information relating to the examination, evaluation,



			comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		<b>6.1.2</b>	Any attempt by a Bidder to influence the <i>Procuring Entity</i> in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the <i>Procuring Entity under the Act and the Rules</i> .
		<b>6.1.3</b>	Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		<b>6.1.4</b>	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
6.2	<b>Non-material non conformities in bids / Clarification of Technical Bids</b>	<b>6.2.1</b>	To assist in the examination, evaluation, comparison and qualification of the Technical Bids, the Purchase Committee/Bid evaluation committee may, waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive. The committee's request for clarification and the response of the Bidder shall be in writing.
		<b>6.2.2</b>	The bid evaluation committee may request the bidder to submit the necessary information or documents like (audited statement of accounts, PAN, etc) within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid.
		<b>6.2.3</b>	The bid evaluation committee may rectify non-material non conformities or omissions on the basis of the information or documentation received from the bidder under sub rule 6.2.2
		<b>6.2.4</b>	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		<b>6.2.5</b>	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		<b>6.2.6</b>	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

6.3	<b>Deviations, Reservations and Omissions in Technical or Financial Bids</b>	<b>6.3.1</b>	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> <li>i. “Deviation” is a departure from the requirements specified in the Bidding Document;</li> <li>ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>
6.4	<b>Nonmaterial Nonconformities in Technical or Financial Bids</b>	<b>6.4.1</b>	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity ( <i>with recorded reasons</i> ) in the Bid that do not constitute a material deviation, reservation or omission.
		<b>6.4.2</b>	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
6.5	<b>Correction of Arithmetical Errors in Financial Bid</b>	<b>6.5.1</b>	Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis: <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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 (i) and (ii) above.</li> </ul>
		<b>6.5.2</b>	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.
6.6	<b>Preliminary Examination of Technical or Financial Bids</b>	<b>6.6.1</b>	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided.
6.7	<b>Responsiveness of Technical or Financial Bids</b>	<b>6.7.1</b>	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
6.8	<b>Examination of Terms and Conditions of the Technical or Financial Bids</b>	<b>6.8.1</b>	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation.
6.9	<b>Evaluation of Qualification of Bidders in Technical Bids</b>	<b>6.9.1</b>	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria.
6.10	<b>Price and/ or Purchase Preference</b>	<b>6.10.1</b>	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the Purchase of stores (Preference to Industries of Rajasthan) Rules 1995 of State Government notified / prevalent at the time of issue of NIB. S.O. 165 R-33
6.11	<b>Evaluation of Financial Bids</b>	<b>6.11.1</b>	The Procuring Entity shall evaluate Financial Bid of empanelled bidder only.
		<b>6.11.2</b>	To evaluate a Financial Bid, the Procuring Entity shall use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria.
		<b>6.11.3</b>	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. the Bid Price quoted in the Financial Bid submitted in .XLS Sheet on e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> ; ii. price adjustment for correction of arithmetical errors; iii. price and/ or purchase preference in accordance with relevant clause/rules;
		<b>6.11.4</b>	Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply / Purchase orders, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
		<b>6.11.5</b>	Financial Proposals received from the empanelment firm will be valid for a period of 6 months.
		<b>6.11.6</b>	Financial Proposals will be received for the demand of a

			specific item for six months/ Twelve month
6.12	<b>Comparison of Bids</b>	<b>6.12.1</b>	The Procuring Entity shall compare all substantially responsive Bids to determine the qualified bid, in accordance with Evaluation of Technical/ Financial Bids.
6.13	<b>Post qualification of the Bidder</b>	<b>6.13.1</b>	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	<b>Negotiations</b>	<b>6.14.1</b>	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the conference for clarification stage. All clarifications needed to be sought shall be sought in the conference for clarification stage itself.
		<b>6.14.2</b>	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		<b>6.14.3</b>	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		<b>6.14.4</b>	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of one day shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		<b>6.14.5</b>	<b>Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.</b>
		<b>6.14.6</b>	In case of non-satisfactory achievement of rates from lowest Bidder, Procuring Entity may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation or as decided by the procuring Entity till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		<b>6.14.7</b>	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited on decided by the

			Procuring Entity.
6.15	<b>Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<b>6.15.1</b>	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
<b>7. Award of Contract</b>			
7.1	<b>Procuring Entity's Right to Vary Quantities</b>	<b>7.1.1</b>	<b>If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.</b>
		<b>7.1.2</b>	Order for additional quantity may be placed on the rate and condition given in the contract. The value of the additional quantities may be upto 50% of the value of goods of the original contract at the rates and conditions given in the Contract. The delivery period of goods may be proportionately increased.
7.2	<b>Dividing quantities among more than one Bidder at the time of award</b>	<b>7.2.1</b>	As a general rule all the quantities of the subject matter of procurement shall preferably be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order or as decided by the Procuring Entity in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
		<b>7.2.2</b>	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.
7.3	<b>Acceptance of the successful Bid and award of contract</b>	<b>7.3.1</b>	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee/PC and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		<b>7.3.2</b>	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		<b>7.3.3</b>	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		<b>7.3.4</b>	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		<b>7.3.5</b>	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		<b>7.3.6</b>	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
7.4	<b>Signing of Contract</b>	<b>7.4.1</b>	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. Once, the agreement is signed and submitted to the RMSCL by the selected empanelled bidder, it will be treated as a validly executed contract for the entire empanelment period including the extended period for all the purchase orders issued by RMSCL.
		<b>7.4.2</b>	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity may extend period or shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		<b>7.4.3</b>	The Bid Security and samples, if any, of the Bidders who's

			Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
7.5	<b>Performance Security</b>	<b>7.5.1</b>	Performance Security Money shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The performance security would be in addition to the empanelment performance security.
			The performance security shall be 5% of the contract value. In case Rate Matched Bidders who have agreed to supply at L-1 price, then the performance security Deposit of such bidders will be <b>5% (For MSME units of Rajasthan 1%)</b> of value of quantity fixed for them. (Upper limit Rs 25 Lac).
		<b>7.5.2</b>	Performance Security Money shall be furnished in the form of banker cheque/DD/BG in favour of MD, RMSCL payable at Jaipur.
		<b>7.5.3</b>	Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after <b>12 months</b> from the date of issuance of letter of acceptance, whichever is later
		<b>7.5.4</b>	Failure of the successful Bidder to submit the above-mentioned Performance Security Money or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

		<b>7.5.5</b>	<p>Forfeiture of Performance Security Money: The amount of Performance Security Money in full or part may be forfeited in the following cases :-</p> <ol style="list-style-type: none"> <li>i. when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or</li> <li>ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li> <li>iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or</li> <li>iv. when any terms and conditions of the contract is breached; or</li> <li>v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</li> <li>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</li> </ol> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security Money. The decision of the Procuring Entity in this regard shall be final.</p>
<b>8. Grievance Handling Procedure during Procurement Process (Appeals)</b>			
8.1	<b>Grievance Redressal</b>	<b>8.1.1</b>	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure-X of ITB to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority:- MD, NHM and Special Secretary to Govt. Medical Health &amp; FW, Rajasthan, Jaipur.</p> <p>Second Appellate Authority:- The Secretary/Principal Secretary/ Additional Chief Secretary, Department of Medical Health and Family Welfare, Government of Rajasthan, Jaipur.</p>
8.2	<b>Filing an appeal</b>	<b>8.2.1</b>	<p>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 or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be</p>



			designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.
		<b>8.2.2</b>	Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.
		<b>8.2.3</b>	Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable / responsive.
8.3	<b>Appeal not to lie in certain cases</b>	<b>8.3.1</b>	No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-  a) Determination of need of procurement; b) Provisions 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.
8.4	<b>Form of Appeal</b>	<b>8.4.1</b>	An appeal shall be in the Annexure-X Form along with as many copies as there are respondents in the appeal. 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. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
8.5	<b>Fee for filing appeal</b>	<b>8.5.1</b>	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 payable in the name of Appellate Authority concerned.
8.6	<b>Procedure for disposal of appeals</b>	<b>8.6.1</b>	1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
		<b>8.6.2</b>	1. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may

			<p>be, shall –</p> <ol style="list-style-type: none"> <li>i. Hear all the parties to appeal present before him; and</li> <li>ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.</li> </ol> <ol style="list-style-type: none"> <li>2. 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 to appeal free of cost.</li> <li>3. The order passed under sub-clause above shall be placed on the State Public Procurement Portal.</li> </ol>
8.8	<b>Stay of procurement proceedings</b>	<b>8.8.1</b>	While hearing of an appeal, the officer or authority hearing the appeal may, on an Bid / Application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
8.9	<b>Vexatious Appeals &amp; Complaints</b>	<b>8.9.1</b>	Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other applicant, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
8.10	<b>Offenses by Firms/ Companies</b>	<b>8.10.1</b>	<p>Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:</p> <p>Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.</p> <p>Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and</p>

			<p>punished accordingly.</p> <p>For the purpose of this section-</p> <p>"company" means a body corporate and includes a limited liability, partnership firm, registered society or co-operative society, trust or other association of individuals; and</p> <p>"Director" in relation to a limited liability partnership or firm, means a partner in the firm.</p> <p>Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.</p>
9.1	<b>Debarment from Bid / Application</b>	9.1.1	<p>A. An applicant shall be debarred by the RMSCL if he has been convicted of an offence</p> <ol style="list-style-type: none"> <li>i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or</li> <li>ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.</li> </ol> <p>B. An applicant debarred under (a) above shall not be eligible to participate in a procurement process of RMSCL for a period not exceeding three years commencing from the date on which he was debarred.</p> <p>C. If a procuring entity finds that an applicant has breached the code of integrity prescribed in terms of "Code of Integrity for applicants" above, it may debar the applicant for a period not exceeding three years.</p> <p>D. Where the entire Bid security or the entire performance security or any substitute thereof, as the case may be, of a applicant has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the applicant may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.</p> <p>The State Government or a procuring entity, as the case may be, shall not debar an applicant under this section unless such applicant has been given a reasonable opportunity of being heard.</p>
10.1	<b>Saving Clause</b>	10.1	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.
11.1	<b>Jurisdiction</b>	11.1	(1) 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). (2) If approved bidder suffers by any decision or act or interpretation of procuring entity, he may request for appointment of a Sole Arbitrator to decide the issue. Fees and other charges shall be borne by both parties equally.
12.1	<b>Fall clause</b>	12.1	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 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.
13.1	<b>Applicability of Rules</b>	13.1	Besides above conditions the provisions of RTPP Act 2012 & RTPP Rules 2013 will be applicable.

# **SECTION-II**

# **BID DATA SHEET**

## BID DATA SHEET

<b>1</b>	<b>The bid form/registration form is an application for empanelment of an applicant as a registered manufacturer/loan licensee/ importer for supply of Drugs &amp; Medicines.</b>
1.1.1	The Procuring Entity: - Managing Director, RMSCL, Jaipur-302005.
1.1.2	MD, RMSCL shall invite two part bid – in the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of Drugs & Medicines that is required frequently. In the second part as per requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid MD, RMSCL or his representative shall award the contract/issue purchase order to the bidder whose offer has been determined to be the lowest.
1.1.3	The bidders are required to note that purchase orders shall be released by the RMSCL within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by the bidder, at the approved rate and terms & conditions.
<b>2</b>	<b>Bidding Documents</b>
2.1.1	The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required may contact Executive Director(Procurement), RMSCL, Room No. 204, Floor No.2, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, Ph. No. 0141-2228064, E-mail: edprmsc@rajasthan.gov.in
2.2.1	Clarification, if required may be sought through e-mail by the applicants/bidders.
<b>3</b>	<b>Preparation of Bids</b>
3.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
3.2.1	Bid is required to be submitted in two parts: - In the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of Drugs & Medicines. In the second part as per requirement, the financial bid shall be invited only from the empanelled bidders. After evaluation of financial bid MD, RMSCL, his representative shall award the contract to the bidder whose offer has been determined to be the lowest.
3.3.1	<p><b>i) Application form fee Rs.2360/-inclusive of GST (Rs.2000 +GST @ 18%), For MSME unit of Rajasthan Rs 1180/-(Rs 1000 +GST @ 18%)</b></p> <p><b>ii) Empanelment fee Rs 5900/-inclusive of GST (Rs 5000 +GST @ 18% )</b></p> <p><b>iii) RISL fee Rs. 2950 (Rs 2500 +GST @ 18%) Favour of MD RISL</b></p> <p><b>iv) Amount of empanelment (bid) security is Rs 20,000/- each item subject to minimum Rs 2.00 lacs and maximum Rs 5.00 lacs</b></p> <p>in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.</p> <p>In addition to above, Bid processing fee every time whenever financial bid is invited from the empanelled bidder, the said empanelled bidder has to deposit through DD/ Banker's cheque Rs.2500/- + GST @ 18%, Total Rs 2950 (Rs. Two thousand Nine hundred and Fifty only) (or as may be prescribed by the GOR/RISL) in favour of MD, RISL, Jaipur.</p> <p>Those bidders who have already deposited bid security in NIPQ 01/2022 and such bid security is still lying with RMSCL then the same can be considered for NIPQ (Drug) 04/2023 on request of bidders / applicant and need not deposit again for same items. In case of any additional items, bidders may submit bid security i.e. Rs 20,000/- each item subject to over all minimum Rs 2.00 lacs and maximum Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.</p>

	<p>Those bidders who have already submitted empanel fees Rs. 5000+18% GST in previous tenders invited on or after 09.12.2022 (NIPQ-01/2022, NIB 01/2023, NIB 03/2023, NIPQ 03/23, NIPQ 04/2023) need not submitted empanelment fee again, however bidder has to submit a request along with details of empanelment fee already deposit.</p> <p>The total empanelment (bid) security money shall remain deposited with RMSCL till the registration of applicant is continued with RMSCL. This bid security money shall be refundable subject to review of performance of the applicant/bidder, if the performance of bidder/registered empanelled supplier is not found satisfactory, the above said amount may be forfeited in full or part.</p> <p>Alongwith this application form, scanned copies of all original instruments are to be uploaded on e-proc portal i.e <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> and original instruments shall be submitted personally or dropped in the Bid Box or deposited in the office of Managing Director, RMSCL, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, by post in sealed envelopes upto last time &amp; date of submission of application form, failing which the bid shall be rejected.</p>
3.4.1	<p>The bidder shall submit following documents on e-proc portal, Rajasthan i.e <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a></p> <ul style="list-style-type: none"> <li>• Bid acceptance letter to be given on firm’s letter head duly signed with seal in the format given at <b>Annexure A</b> is to be scanned and uploaded/submitted.</li> <li>• Bidder’s organization details to be given on the firm’s letter head duly signed with seal in the format given at <b>Annexure B</b> is to be scanned and uploaded.</li> <li>• Bidders legal entity, copy of valid registration certificates, Average financial turnover, CA certificate with registration number and UDIN No. and seal (<b>Annexure III</b>), GST registration certificate, PAN Card Number, scanned &amp; upload/submit.</li> <li>• Declaration by the bidder in compliance of section 7 &amp; 11 of the Act be given on the firm’s letter head duly signed with seal in the format given at <b>Annexure XVI</b> is to be scanned and uploaded/submitted.</li> <li>• Bidders Authorization Certificate to be given on the firm’s letter head duly signed with seal in the format given at <b>Annexure XVII</b> is to be scanned and uploaded/submitted.</li> <li>• If bid security/registration money is being given in the form of DD / BC / Challan be submitted.</li> <li>• Bid Securing declaration given at <b>Annexure XVIII</b> to be submitted.</li> <li>• Upload scanned copy of requisite, applicable, appropriate licences if required.</li> <li>• Copies of all other relevant document as required in the bidding document for establishing qualification criteria.</li> </ul> <p>Note:- Photocopies of all documents being submitted with the technical bid should be self-attested.</p>
3.5.1	In the second part as per requirement, the financial bid shall be invited from amongst the empanelled bidders. The bidder shall submit the financial bid in the prescribed format in XLS. Sheet or amended from time to time on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> website.
3.6.1	Alternative bids are not permitted.
3.7.1	The terms of quoted price are fixed F.O.R. as detailed in bid for Rajasthan, inclusive of all taxes/duties and all expenses.
3.7.2	F.O.R. rate for consignee must be offered against the specified item as sought in the BOQ. Approval of rate will be for the item as a whole as specified in specifications. Change in the format of Financial bid by the bidder is not admissible.
3.7.3	The Goods & Service Tax as prevailing upto the date of submission of bid must be shown as required in BOQ. This should be shown separately in the invoice also. The quoted rates are firm and not changeable during the supply period.

3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
3.10.1	The empanelment (bid) security shall be required in form of deposit through challan in RMSCL's Bank Account / DD/ BC or Bid Securing Declaration (as applicable).
<b>4</b>	<b>Submission and opening of bids</b>
4.1.1	The registration form may be submitted electronically on e-Procurement portal i.e <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> . Challan/ DDs/BC etc. may be submitted in physical form at the office of Managing Director, RMSCL, Swasthya Bhawan, Tilak Marg, Jaipur – 302005. The financial bid shall be invited only on the website of <a href="https://eproc.rajasthan.gov.in/">https://eproc.rajasthan.gov.in/</a> . and shall be submitted by the bidders on the website of <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
4.2.1	<b>The deadline of bid/application form submission is date 19.07.2023 and time 6.00 PM</b>
<b>5</b>	<b>Evaluation and comparison of bids.</b>
5.1.1	Bid evaluation and comparison shall be as per bid documents.
5.1.2	<p><b>Preliminary Examination of Bids</b></p> <p>The Bid / Application evaluation purchase committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened Bid / Application form to assess the prima-facie responsiveness and ensure that the: -</p> <ol style="list-style-type: none"> <li>Bid / Application has been submitted as per instructions provided in the Bid/ Application form;</li> <li>Bid / Application is accompanied by Bid/ Application form fee, RISL fee, empanelment fee and empanelment (bid) security.</li> <li>Bid / Application is unconditional and the applicant has agreed to give the required performance security/registration money; and</li> <li>Other conditions, as specified in the Bid / Application form are fulfilled.</li> </ol>
5.1.3	<p><b>Determination of Responsiveness</b></p> <p>The Bid / Application evaluation purchase committee shall determine the responsiveness of a bid / application on the basis of Bid/ Application form and the provisions of pre-qualification/ eligibility criteria of the Bid/ Application form.</p> <ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>A responsive Bid / Application is one that meets the requirements of the Bid/ Application form without any material deviation, reservation, or omission where: - <ol style="list-style-type: none"> <li>“deviation” is a departure from the requirements specified in the Bid/ Application form;</li> <li>“reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid/ Application form; and</li> <li>“Omission” is the failure to submit part or all of the information or documentation required in the Bid/ Application form.</li> </ol> </li> <li>A material deviation, reservation, or omission is one that, if accepted, shall:- <ol style="list-style-type: none"> <li>if rectified, shall unfairly affect the competitive position of other applicants presenting responsive Bid / Application form.</li> </ol> </li> </ol> </li> <li>The Bid / Application evaluation purchase committee shall examine the technical aspects of the Bid / Application in particular, to confirm that all requirements of Bid / Application form have been met without any material deviation, reservation or omission.</li> <li>The procuring entity shall regard an Bid / Application as responsive if it conforms to all requirements set out in the Bid / Application form, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out</li> </ol>



	in the Bid / Application form, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid / Application. Decision of the Procuring Entity in this regard shall be final and binding.
5.1.4	<p><b>Technical Evaluation Criteria</b></p> <p>a. The technical evaluation shall be completed by the designated Procurement Purchase Committee as early as possible after opening of bids. It shall examine the bid as per the pre-qualification &amp; documents submitted by the respective bidder.</p> <p>b. A bidder shall be considered to be eligible, if it meets the requirements of the eligibility criteria given in chapter titled “Eligibility Criteria”.</p>
5.1.5	<p><b>Validity of the Empanelment</b></p> <p>This Empanelment shall remain valid for a period of One (1) year from the date of issue of empanelment letter / agreement with the empanelled firm. However, the tenure of empanelment may be extended further for another One (1) year based on the performance of the firm.</p>
5.1.6	<p><b>Information and publication of award</b></p> <p>Information of the empanelled applicants post evaluation and selection, shall be communicated to all participating applicants and published on the respective website(s) as specified in Notice Inviting Bid for Empanelment.</p>
<b>6</b>	<b>Award of contract</b>
6.1.1	<p>In the first part bid/applications for empanelment of bidder by pre-qualification process for procurement of Drugs &amp; Medicines.</p> <p>In the second part as per requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid MD, RMSCL/his representative shall award the contract to the bidder whose offer has been determined to be the lowest.</p> <p>Quantity can be divided among more than one bidders at the price and conditions of the lowest evaluated bid.</p> <p>RMSCL reserves the right to select one or more firms for supply of bid item(s) looking to the critical and vital nature, operational flexibility, consistent and regular supplies.</p>
6.2.1	<p>The empanelment performance security/registration money amount shall be Rs. 20,000/- for each item subject to minimum of Rs 2.00 lac and maximum Rs 5.00 lac. In form of deposit through challan in Bank account of RMSCL / BC/ DD in favour of MD, RMSCL payable at Jaipur. If contract is extended the validity of performance security/registration money shall be extended for one more year.</p>
<b>7</b>	<b>Grievance handling procedure during Procurement Process</b>
7.1.1	<p>The Designation and complete Address of First Appellate Authority is MD, NHM and Special Secretary, Medical Health, FW, GoR, Jaipur.</p>
7.2.1	<p>(b) The Designation and complete Address of Second Appellate Authority is Secretary/ Principal Secretary/Additional Chief Secretary, Medical, Health &amp; Family Welfare Department, GOR, Secretariat, Jaipur.</p>
8	<p>Suppliers shall submit to MD/ED (P), RMSCL, Jaipur Supply Status and Contract Completion report as prescribed.</p>

Note: Applications / bids as mentioned above are being invited for first round of empanelment, however empanelment process shall remain open throughout the year. Eligible manufacturers/loan licensee/importers may apply at any point of time provided they qualify the eligibility criteria as specified in the tender document.

# **SECTION-III**

## **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

## PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the Empanelment Process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder shall be a bonafide manufacturer/loan licensee/ importer of the items for which he is applying.</p> <p>And</p> <p>A company registered under Indian Companies Act, 1956 OR</p> <p>A company registered under Indian Companies Act, 2013 OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932. OR</p> <p>A company registered under the Limited Liability Partnership (LLP), Act, 2008</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p>	<p>Copy of valid Registration Certificates</p> <p>Copy of Certificates of incorporation Annexure-XV</p>
2.	Financial: Turnover	<p>1. For items under drugs and medicines, Average Annual turnover (for drugs and medicines including Surgical and sutures Business) in the last three financial years 2019-20, 2020-2021 &amp; 2021-22 or 2020-21, 2021-22 &amp; 2022-23 should not be less than Rs. 20 Crores. For MSME units of Rajasthan, the average annual turnover in the last three financial years 2019-20, 2020-2021 &amp; 2021-22 or 2020-21, 2021-22 &amp; 2022-23 should not be less than Rs. 10 Crores. For drug items falling in the category of Disinfectants &amp; Antiseptics, Eye preparations and Ear drops etc bidder's firm's average annual turnover of last three financial years as mentioned in point no. 3 above should not be less than Rs. 2 Crores.</p> <p><b>Note: Above amended clause shall not be applicable on those firms who have already been declared responsive for quoted items in previous tenders issued from Jan 2022 onwards.</b></p> <p>2. The Turnover shall be verified with UDIN no. by the C.A. on the basis of audited accounts only. The account should be final and audited. No Provisional Accounts / Balance Sheet &amp; Profit and Loss account shall be considered.</p> <p><b>Explanatory Note:-</b> The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affect the bid condition relating to 'Turnover' in preceding years. The eligibility of a bidder in this regard shall be ascertained on the basis of a certificate issued by a competent authority regarding amalgamation /</p>	<p>CA Certificate with CA's Registration Number, Seal, Mob. No., UDIN Number, Audited Balance Sheet &amp; Profit and Loss account Annexure-III</p>

		transfer of business / transfer of assets.	
3.	Tax registration	The bidder should have a registered number of i. GSTN ii. PAN number. iii. GST return for last three months from the last date of bid submission.	Copy of relevant certificates Copy of GST return for last three months from the last date of bid submission.
4.	Mandatory Undertaking	<ul style="list-style-type: none"> <li>• Bidder should be a manufacturer or loan licensee or direct importer holding a valid import license. <b>Distributors/ Suppliers / Agent are not eligible to participate in the Bids/Empanelment.</b></li> <li>• Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</li> <li>• Bidders should not have and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment / blacklisting proceedings;</li> <li>• Bidder should not have a conflict of interest in the procurement in question as specified in the bidding document.</li> <li>• Comply with the code of integrity as specified in the bidding document as per in RTPP Act 2012 and Rules 2013.</li> <li>• 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 competent authority as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&amp;T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021. Declaration by the Bidder (Annexure-XX) and if applicable registration certificate issued by the Industries Department, Government of Rajasthan or issued by the Competent Authority of the Government of India. (Verification from documents to be submitted by the bidder).</li> </ul>	A Self Certified letter as per Annexure-XV: Self-Declaration
5.	Other required Conditions	The bidder should have following documents with respect to each quoted item:- 1. Product Permission / Manufacturing Licence. 2. Market standing certificate. 3. WHO-GMP certificate. 4. Minimum monthly commitment of supply. 5. Its own in-house testing laboratory. 6. MSME (UdyogAadhar, Udyam registration, Entrepreneurs Memorandum-II / Udyam Registration Certificate or any other relevant certificate, etc.), if applicable 7. Requisite Production capacity. 8. Requisite machinery / equipment for manufacturing.	

		9. Requisite Professional / technical staff.	
6.	ELIGIBILITY CRITERIA	<p>1. Bidder should be a manufacturer having valid manufacturing licence/loan licence or direct importer holding valid import licence. Bidders having loan licence not eligible to participate in the bid for Medical Device, Consumables, Sutures. <b>Distributors/ Suppliers / Agents are not eligible to participate in the Bids/Empanelment.</b></p> <p>2. Bidder should have at least 3 years Market Standing as a manufacturer for the items quoted in the bid, on the date of bid opening. In the case of imported products, the product should have minimum 3 years standing in the market. The importer should have at least 3 year standing as manufacturer/ importer of drugs in general. Imported drugs shall be accepted in brand name also. <b><u>The period of Market Standing will be reckoned from the date of issue of Product Permission.</u></b></p> <p><b>Explanatory note:-</b></p> <p><b>“In case of imported products, 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 then particular place would be considered.”</b></p> <p><b>For item code 169 (Desferrioxamine Injection IP 500 mg / Vial (For I.M. Inj and I.V., S.C. Infusion)):</b> For importers the bill of entry / sale invoices for market standing of three years out of any last 5years may be considered.</p> <p><b>For all NRD items Market standing certificate relaxed from three years to one year</b></p> <p>3. Bidder should have permission to manufacture the item /drug quoted as per specification given in the Bid from the competent authority. Product permission of <i>brands</i> shall be accepted in the Bid submitted, but the Bidder has to submit the product permission in generic names at the time of signing of the agreement/before supply.</p> <p><b>4. Bid should not be submitted for the product/products</b></p>	<p>Manufacturing licence/loan licence or direct importer holding valid import licence.</p> <p>Market Standing Certificate</p> <p>Product Permission</p>



		<p>at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will have to be submitted as a separate set with the same Bid.</p> <p>A bidder will be allowed to submit only one offer for one product.</p> <p>9. Deleted.</p> <p><b>10.</b> The supplier have to commit minimum monthly supply of 10% of the total bid quantity, falling to which his bid would be treated as non-responsive. Procuring Entity reserves the right to inspect the manufacturing premises for available capacity, infrastructure, machinery, manpower etc at any point of time before finalization of bids and / or during currency of the rate contract (Annexure-VII).</p> <p><b>11.</b> Details of technical personnel with name, qualification and experience the manufacturing and testing.</p> <p><b>12.</b> WHO-GMP (WHO - Good manufacturing practices Certificate) Certificate issued by the 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.</p> <p>The Importer should produce WHO- GMP / COPP of the manufacturing firm or a certificate which is at par with WHO-GMP issued by exporting countries like US- FDA approval, etc. In the case of imported drugs, labels and product literature of all quoted products must be submitted.</p> <p>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.</p> <p><b>For item code 244 and 687</b> WHO-GMP is relaxed to WHO-GMP/GMP</p> <p><b>13.</b> Non-conviction Certificate issued by the Drugs Controller of the State. It should be recent and not more than one year</p>	<p>Annexure-VII</p> <p>Self-declaration</p> <p>Self-declaration &amp; valid certificate issued by the competent authority.</p>
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	<p>old.</p> <p><b>14.</b> Details of Plant / Machinery / Equipments.</p> <p><b>15.</b> Details of own in-house testing facilities / laboratory.</p> <p><b>16.</b> MSME units of Rajasthan State (Udyog Aadhar, Udyam registration, Entrepreneurs Memorandum-II / Udyam Registration Certificate or any other relevant certificate, etc.), if applicable</p> <p><b>Note :</b></p> <ol style="list-style-type: none"> <li>1. <i>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 self certified copies of all relevant documents i.e. Product Permission, WHO-GMP certificate, Market standing certificate etc. should be in accordance with the license no. / Product Permission mentioned in the Annexure VII. Bids Submitted without dully filled Annexure-VII would be declared Non-Responsive.</i></li> <li>2. <i>Bidders who fail to submit copies of documents as under, would summerly declared as non-responsive:-</i> <ol style="list-style-type: none"> <li>(a) <i>In case copies of 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.</i></li> <li>(b) <i>If copies of 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.</i></li> </ol> </li> </ol>	<p>Self-declaration &amp; valid certificate issued by the competent authority.</p> <p>Self-declaration</p> <p>Self-declaration</p> <p>Clarification</p>
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# **SECTION-IV**

# **SCHEDULE OF SUPPLY**

## SECTION-IV: SCHEDULE OF SUPPLY









Clause No.	Description												
1	<b>List of goods and Delivery :</b>												
1.1	Name of items as specified in List of Drugs & Medicines.												
2.	<b>Delivery and completion schedule:</b>												
2.1.1	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 Warehouses (DDWs) and 6 Medical College Warehouses of Rajasthan (MCDWs) or as specified in Purchase order. Usually purchase orders would be placed on the average demand of six months/ <b>one year</b> , however, Procuring Entity may placed order as and when required.												
2.1.2	<p>The supplier shall supply the entire ordered quantity as per schedule given in purchase order at the destinations mentioned in the purchase order. If the last day happened to be a holiday for RMSCL, the supply should be completed by 5.00 p.m. on the next working day. Usually the schedule of supply would be as under, however it may be changed as per requirement of procuring entity:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">% of ordered quantity</th> <th style="text-align: center;">Time period for supply</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">40%</td> <td>Within Sixty days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">30%</td> <td>Within the next sixty days i.e 61 to 120 days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days i.e 76 to 135 days from the issuance date of purchase order.</td> </tr> <tr> <td style="text-align: center;">3.</td> <td style="text-align: center;">30%</td> <td>Within the next sixty days i.e 121 to 180 days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days i.e 136 to 195 days from the issuance date of purchase order.</td> </tr> </tbody> </table>	Sr. No.	% of ordered quantity	Time period for supply	1.	40%	Within Sixty days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days	2.	30%	Within the next sixty days i.e 61 to 120 days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days i.e 76 to 135 days from the issuance date of purchase order.	3.	30%	Within the next sixty days i.e 121 to 180 days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days i.e 136 to 195 days from the issuance date of purchase order.
Sr. No.	% of ordered quantity	Time period for supply											
1.	40%	Within Sixty days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days											
2.	30%	Within the next sixty days i.e 61 to 120 days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days i.e 76 to 135 days from the issuance date of purchase order.											
3.	30%	Within the next sixty days i.e 121 to 180 days from the issuance date of purchase order. For sterile/ imported items the aforesaid period shall be 75 days i.e 136 to 195 days from the issuance date of purchase order.											
2.1.3	All supplies will be scheduled for the period from the date of purchase order till the completion of the empanelment period in installments, as may be stipulated in the purchase order.												
2.1.4	<p><b>Shelf Life:</b> 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 <math>\frac{3}{4}</math> 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.</p> <p><b>Quality Assurance:</b> The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from</p>												









Clause No.	Description
	<p>defects in workmanship and in materials and (e) the product has been manufactured as per WHO-GMP.</p> <p>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.</p> <p><b>For imported item code 284 the remaining shelf life of 40% 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.</b></p>
2.1.5	<p>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.</p>
2.1.6	<p>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.</p>
2.1.7	<p>If supplies are not fully completed as per schedule given in the purchase order 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 places other than those specified in the Purchase Order, transport charges shall be recovered from the supplier.</p>
2.1.8	<p><b>If the supplier fails to execute at least 50% of the quantity mentioned in a purchase order and such part supply continues in all three supply schedules of a Purchase order 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. Other appropriate action against the supplier including forfeiting performance security shall be decided by the procuring entity.</b></p>
2.1.9	<p>If the Bidder fails to execute the supply within the stipulated time, the ordering authority shall be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other sources (such as Public Sector undertakings at their rates, empanelled bidders) or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the additional cost and impose penalty as mentioned in bid document, apart from terminating the contract for the default.</p>
2.1.10	<p>The order stands cancelled after the expiration of delivery period, if extension has not been granted with or without liquidated damages. Apart from risk/alternate purchase action, performance security shall also be forfeited and other penal action like blacklisting/Debarment disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority. (As per guidelines for blacklisting/ debarment at Annexure- IX</p>







Clause No.	Description
	including amendment may also be taken.)
2.1.11	It shall be the responsibility of the supplier for any shortage/damage at the time of receipt at the designated places.
2.1.12	If at any point of time, in the opinion of the ordering authority, the bidder has 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.
2.1.13	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 whomsoever 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.
2.1.14	<p>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.</p> <p>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.</p> <p>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>
2.1.15	If a supplier does not supply any quantity against purchase orders then supplier shall be liable for debarment for the particular product for three years. Three years period will be reckoned from the date of issuance of such debarment order. Other appropriate action against the supplier including forfeiting performance security shall be decided by the procuring entity.
2.1.16	If a supplier fails to execute supply as per first schedule mentioned in purchase 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 firms, for entire failed supply on L-1 matched rate. If L-2 and L-3 matched rates are not available, then purchase may be made on 'Risk and cost bases subject to other condition of Bid documents.
2.1.17	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.
2.1.18	<b>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.</b>

**SECTION-V  
LOGO AND  
LOGOGRAMS/  
MARKINGS,  
PACKINGS AND  
QUALITY  
TESTING**

The logo and logograms/markings, packings, quality testing etc. in general would be as under, however, in case of change in these items the same would be mentioned at the time of inviting financial bids.

Clause No.	Description				
1	<b>LOGOGRAMS / Markings</b>				
1.1	<p>Logogram means, wherever the context occurs, the design as specified below:-</p> <p><b>DESIGNS FOR LOGOGRAMS</b></p> <table border="1" data-bbox="321 457 1516 932"> <thead> <tr> <th data-bbox="321 457 912 499">Logogram for item code except 448W</th> <th data-bbox="912 457 1516 499">Logogram for item code 448W</th> </tr> </thead> <tbody> <tr> <td data-bbox="321 499 912 932">  </td> <td data-bbox="912 499 1516 932">  </td> </tr> </tbody> </table> <p><b>INJECTIONS</b></p> <p>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.</p> <div style="text-align: center;">  </div> <p>The vials should be supplied with aluminum seals containing the following logogram:</p> <div style="text-align: center;">  </div> <p><b>LIQUIDS</b></p>	Logogram for item code except 448W	Logogram for item code 448W		
Logogram for item code except 448W	Logogram for item code 448W				
					

Clause No.	Description				
	<p data-bbox="305 212 1528 247">Liquid preparations should be in bottles with pilfer-proof caps bearing the following logogram:</p> <table border="1" data-bbox="310 289 1518 747"> <thead> <tr> <th data-bbox="310 289 914 329">Logogram for item code except 448W</th> <th data-bbox="914 289 1518 329">Logogram for item code 448W and 489B</th> </tr> </thead> <tbody> <tr> <td data-bbox="310 329 914 747">  </td> <td data-bbox="914 329 1518 747">  </td> </tr> </tbody> </table> <p data-bbox="305 789 1528 1010">The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words “<b>Rajasthan Govt. Supply- Not for Sale निःशुल्क वितरण हेतु, QC – Passed</b>” 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.</p> <div data-bbox="802 1010 1029 1213" style="text-align: center;">  </div> <p data-bbox="305 1251 683 1283"><b>OINTMENTS &amp; CREAMS</b></p> <p data-bbox="305 1287 1528 1472">Ointments &amp; Creams should be supplied in tubes bearing the following logograms and the words “<b>Rajasthan Govt. supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed</b>” 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.</p> <div data-bbox="797 1472 1029 1682" style="text-align: center;">  </div> <p data-bbox="305 1686 667 1717"><b>TABLETS &amp; CAPSULES</b></p> <p data-bbox="305 1722 1528 1902">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 “<b>Rajasthan Govt. supply- Not for sale निःशुल्क वितरण हेतु, QC – Passed</b>” 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</p>	Logogram for item code except 448W	Logogram for item code 448W and 489B		
Logogram for item code except 448W	Logogram for item code 448W and 489B				
					

Clause No.	Description					
	<p>background.</p> <table border="1" data-bbox="310 352 1468 789"> <tr> <td data-bbox="310 352 889 428">Logogram for item code except 448W</td> <td data-bbox="889 352 1468 428">Logogram for item code 448W and 489B</td> </tr> <tr> <td data-bbox="310 428 889 789">  </td> <td data-bbox="889 428 1468 789">  </td> </tr> </table> <p><b>SPECIMEN LABEL FOR OUTER CARTON</b></p> <p>SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS</p> <table border="1" data-bbox="326 940 1284 1423"> <tr> <td data-bbox="326 940 1284 1423" style="text-align: center;"> <p><b>RAJASTHAN GOVT. SUPPLY</b> <b>NOT FOR SALE</b></p> <hr/> <p><b>(Name of Drugs etc.)</b> _____</p> <p>CONSTITUENTS OF.....</p> <p>Name of the Drug, Manufactured by, Batch no</p> <p>Mfg.Date, Exp. Date, Quantity/Kit</p> <p>Net. Weight:.....Kg</p> <p>Manufactured by/Assembled by</p> </td> </tr> </table> <p>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 “<b>For Govt. of Rajasthan – Not for Sale निःशुल्क वितरण हेतु, QC – Passed</b>” 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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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 &amp; Cosmetics Act &amp; Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.</li> </ol>	Logogram for item code except 448W	Logogram for item code 448W and 489B			<p><b>RAJASTHAN GOVT. SUPPLY</b> <b>NOT FOR SALE</b></p> <hr/> <p><b>(Name of Drugs etc.)</b> _____</p> <p>CONSTITUENTS OF.....</p> <p>Name of the Drug, Manufactured by, Batch no</p> <p>Mfg.Date, Exp. Date, Quantity/Kit</p> <p>Net. Weight:.....Kg</p> <p>Manufactured by/Assembled by</p>
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<p><b>RAJASTHAN GOVT. SUPPLY</b> <b>NOT FOR SALE</b></p> <hr/> <p><b>(Name of Drugs etc.)</b> _____</p> <p>CONSTITUENTS OF.....</p> <p>Name of the Drug, Manufactured by, Batch no</p> <p>Mfg.Date, Exp. Date, Quantity/Kit</p> <p>Net. Weight:.....Kg</p> <p>Manufactured by/Assembled by</p>						



Clause No.	Description
	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 the bidding document. 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.
	<b>For Imported blood-products exemption of Logo and logogram on inner packing is allowed.</b>
2	<b><u>PACKING</u></b>
2.1	1. The item shall be supplied in the package schedule given below or mentioned in purchase order and the package shall carry the logogram specified in the bidding document. 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/ BIS/ISO. 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 and 19. <b>I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES &amp; MEDICAL DEVICES GENERAL SPECIFICATIONS</b> 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.

Clause No.	Description
	<p><b>CARRY STRAP:</b> Every box should be strapped with two parallel nylon carry straps (they should intersect.)</p> <p><b>LABEL:</b> 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, atleast 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box.</p> <p><b>OTHERS:</b> NO box should contain mixed products or mixed batches of the same product.</p> <p><b>SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS/CAPSULES/PESSARIES</b> 1. The total weight of the box should be approx of 7-8 Kgs.</p> <p><b>III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml AND BELOW 1 LIT.</b> 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.</p> <p><b>IV. SPECIFICATION FOR IV FLUIDS</b> 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.</p> <p><b>V. SPECIFICATION FOR LIQUID ORALS</b> 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.</p> <p><b>VI. SPECIFICATION FOR OINTMENT/CREAM/GELS PACKED IN TUBES:</b> 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.</p> <p><b>VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOULES)</b> 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.</p>

Clause No.	Description																				
	<p><b>VIII. SPECIFICATION FOR ORS</b></p> <p><b>Primary Packing:-</b> The pouches/sachets of ORS should be three layered with following composition</p> <table border="1" data-bbox="407 317 1425 470"> <thead> <tr> <th>Site</th> <th>Material</th> <th>Micron</th> <th>MM</th> <th>g/m<sup>2</sup></th> </tr> </thead> <tbody> <tr> <td>Inner</td> <td>Polyethylene</td> <td>50</td> <td>0.040-0.050</td> <td>36.9-46.1</td> </tr> <tr> <td>Middle</td> <td>Aluminium</td> <td>09</td> <td>0.009-0.015</td> <td>24.3-40.5</td> </tr> <tr> <td>Outside</td> <td>Polyester</td> <td>12</td> <td>0.012-0.015</td> <td>12.9-20.9</td> </tr> </tbody> </table> <p><b>Secondary Packages and Tertiary package:-</b> 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.</p> <p><b>IX. LYSOL</b> Not more than four 5 liters cans may be packed in a single Box.</p>	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
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																	
3	<p><b><u>QUALITY TESTING</u></b></p>																				
	<ol style="list-style-type: none"> <li>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% + GST @18% from the amount of bill payable to supplier on account of handling and testing charges.</li> <li>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.</li> <li>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 Section VII (A) E.</li> <li>4. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence for certain critical drugs when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.</li> <li>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)</li> <li>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.</li> </ol>																				

**SECTION-VI  
PERFORMANCE  
SECURITY  
AND  
AGREEMENT**

<b><u>Clause</u></b>	<b><u>Discription</u></b>
<b><u>PERFORMANCE SECURITY</u></b>	<p>The Successful Bidder shall have to deposit Performance Security Amount @ 5% of the Contract value as and when any purchase order is awarded to him, in addition to the empanelment performance security already deposited with the RMSCL. Performance security will not be taken from undertaking, corporation of GoI &amp; GoR.</p> <p>The MSME Units of Rajasthan shall have to deposit Performance security @ 1% of the contract value.</p> <p>The performance security shall have an upper limit of Rs 25 Lac to be deposited by a bidder at the time of signing of agreement (For one or many items). However, when the actual purchase orders cross a threshold for requiring additional security, the same will be required to be deposited by the supplier.</p> <p>The performance security should be paid upfront in respect of each contract on or before the due date fixed by Bid inviting authority in the form of Bank Guarantee or electronic bank guarantee (e-BG) (Performa given in Annexure-XIV) in case the amount exceeds Rs. 5.00 Lakh. For amount of upto 5.00 Lakh it should be deposited in the form of demand draft/bankers cheque issued by a scheduled bank or may be deposited through challan.</p> <p>For the purpose of SFMS for Bank Guarantee or electronic bank guarantee (e-BG), the details for beneficiary's bank would be as under (Details of PNB with IFSC code). Bidder should strictly advice to their banker which is issuing Bank Guarantee or electronic bank guarantee (e-BG)to adhere to SFMS and add beneficiary bank details related to RMSCL only.</p> <p>The validity of Bank Guarantee or electronic bank guarantee (e-BG) should be for a period of twelve month from the date of issuance of Bank Guarantee or electronic bank guarantee (e-BG)) in favour of the Managing Director, Rajasthan Medical Services Corporation Ltd, Payable at Jaipur before releasing the purchase order by the ordering authority.</p> <p>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).</p> <p>Performance Security shall remain valid and refunded 60 days beyond the date of completion of all contractual obligations or after 12 months from the date of issuance of letter of acceptance, whichever is later.</p>

<p><u>AGREEMENT</u></p>	<p>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 as approved 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, shall result in forfeiture of Bid Security Deposit &amp; 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 a penalty equal to minimum bid security e.i. Rs. 2.00 Lacs and in case of MSME Rs. 50000/- shall be imposed and the product for which agreement is not executed shall be debarred for a period of not less than 3 years.</p> <p>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.</p> <p>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, or sent on his email as mentioned in the bidding document.</p>

**SECTION –VII (A)**  
**GENERAL CONDITIONS OF**  
**CONTRACT (GCC):**

## **GENERAL TERMS AND CONDITIONS OF CONTRACT:**

### **A. REGISTRATION:**

1. Only such bonafide MANUFACTURERS / LOAN LICENSEE / IMPORTERS having financial turnover, PAN and GST registration and other qualifications as prescribed in bid shall be eligible for empanelment / registration. **Distributors / Suppliers / Agents are not eligible to bid / empanelment.**
2. Bid/application which are not as per qualification and evaluation criteria mentioned in the technical bid shall be liable to be rejected.
3. Bid/application must be duly filled and its contents are to be verified as true and correct. All documents of bid duly signed.
4. Financial bid shall be invited from the Empanelled bidders:- MD, RMSCL shall invite in the second part as per requirement of Drugs & Medicines, in the form of .XLS Sheet. After evaluation of financial bid MD, RMSCL or his representative shall award the contract to the bidder whose offer has been determined to be the lowest to RMSCL.
5. The registered empanelled manufacturers are not permitted to state their own terms and conditions other than or in addition to the terms mentioned in the empanelment bid or in the financial bid. In case any additional terms are mentioned or the prescribed term is altered or varied by the bidder, at any place of the bid, the same shall be completely ignored and deemed to be non-existing while registered empanelment bid or in the financial bid.
6. The registered empanelled bidder shall not assign or sublet supply contract or any part thereof to other agency.
7. The approved registered empanelled bidder shall be deemed to have carefully read the terms and conditions including specifications & quality etc. as given in the bid document and no relaxation shall be permitted on account of ignorance/ambiguity etc.
8. The empanelment bid security of Rs. 20,000/- per item subject to minimum Rs. 2.00 lac and maximum Rs. 5.00 lac through challan in RMSCL Bank account or in form of DD in favour of MD, RMSCL payable at Jaipur for empanelment shall be upload scan copy on e-mail of RMSCL and physically submit in the office of RMSCL as specified. The number of instrument (Challan / DD / Banker Cheque etc.) is to be mentioned in the appropriate columns of bidding Tech form.
9. The registered empanelled bidder shall not be entitled to claim any interest from RMSCL on the amount of Bid Security / Performance Security on or on any other disputed payments lying at RMSCL level if any from time to time.
10. RMSCL also reserves the right as per provisions of Rajasthan Transparency in Public Procurement Act, 2012, Rajasthan Transparency in Public Procurement Rules, 2013, and RMSCL's guidelines for blacklisting / debarring of product or company to punish, debarment from bidding, suspend/cancel the registration of registered empanelled bidder/supplier, if the



performance of registered empanelled bidder with respect to quality and time of supplies etc. is found unsatisfactory and to forfeit the Empanelment Bid Security / Performance Security/ to recovering other due amounts in any other way including legal recourse. The RMSCL can also debar/black list for such items / firms from entering into any other contract with RMSCL, as per debarring as per blacklisting policy of RMSCL.

11. Empanelment Bid Security/Performance Security shall continue to remain with the RMSCL till the Firm concerned does not make a specific request to cancel his registration and to refund the Bid Security/Performance Security amount provided that the Firm is not debarred and/or had not become liable on any ground for forfeiture of Bid Security/Performance Security. Once the approval for registration is duly conveyed by RMSCL normally the Firm concerned shall be entitled to offer its rates automatically without any further notification as and when called, upto contract period or extended contract period.
12. Quality conditions and specifications schedule given in technical bid Section shall be treated as part and parcel of terms and conditions for registered empanelled bidder.
13. RMSCL will not consider the registered empanelled bid/application of such bidder who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/ executives/ proprietors/ partners of another already debarred / censured / black listed firm in one or the other capacity.
14. RMSCL reserves the right to have all time free access for the inspection of the manufacturing units and / or works and/ or Go downs and / or office premises of the registered empanelled bidder before or after the registered empanelment without giving any notice.
15. Once the registered empanelled bid is duly signed and completed by the bidder/ applicant followed by acceptance of registered empanelment by the RMSCL it will be treated as a validly executed agreement for all purposes between the two parties. Letter Acceptance of the offer by RMSCL and its intimation to the bidder shall be treated as valid and legal contract between RMSCL and suppliers without further necessity to execute separate agreement, though agreement is to be submitted in due time.
16. M.D., RMSCL reserves the right to reject/ accept any bid/ application made for the registered empanelment or any financial bid submitted by the registered empanelled bidder partially or fully without assigning any reason what so ever.
17. Financial bid shall be invited from the **empanelled bidders** in the second part as per requirement of Drugs & Medicines, in the form of .XLS Sheet at the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as specified in bid proposal. Second part financial bid proposal request will also be published on SPP Portal, website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and RMSCL website <http://rmsc.health.rajasthan.gov.in>.
18. The rates must be entered in the prescribed .XLS Sheet only at the time of submission of financial bid. The rate to enter should be in words as well as in figures. In case of any difference in words and figures is found the rate which is advantageous to RMSCL shall be considered.

19. Although the rates of all items covered under the RMSCL standing list as per bid document shall be taken as and when required from the registered empanelled bidder, however, RMSCL shall be free to choose any one of them for approval of rates according to its least cost formula and other needs.
20. Under contingencies the MD, RMSCL will have power to cancel the order, decrease the quantity and amend the supply schedule without entertaining any claim of damages or loss from the bidder/supplier concerned, looking to the storage position, demand, supply & marketing trends etc.
21. RMSCL also reserves the right to accept or reject any or all offer of rates completely or in part without assigning any reasons whatsoever.
22. RMSCL also reserves the right to repudiate the approval of rates or purchases order at any time if supplies are not received with full satisfaction in accordance with the specifications or given time schedule etc. and make good the requirement from alternative sources if necessary at the risk and cost of approved supplier.
23. Normally the announcement of the approved rates shall generally be communicated to the suppliers on e-proc website and e-mail to bidders. Purchase Order sent to the approved supplier at its address by e-mail/Registered Post shall be deemed to have been duly served on the supplier notwithstanding that the purchase order may not in fact have been delivered to the supplier. All terms & conditions contained herein shall apply in full force and measure to such purchase order placed.

**B. SUPPLIES**

1. 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 or as specified in the Purchase order. Usually purchase orders would be placed on the average demand of six months, however, Procuring Entity may placed order as and when required.
2. The supplier shall supply the entire ordered quantity as per schedule given in the purchase order 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.
3. All supplies will be scheduled for the period from the date of purchase order till the completion of the bid in installments, as may be stipulated in the purchase order.
4. All terms & conditions related to supply have been mentioned in Section IV-‘Schedule of Supply’
5. **Shelf Life:** 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  $\frac{3}{4}$  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.

### **C. INSPECTIONS AND TESTS**

Sampling of supplied items for each batch may be done at the point of supply or distribution/storage points for testing. (The samples may be sent to different empanelled laboratories for testing by the ordering authority after coding). **The RMSCL will deduct a sum equal to 1.5% of invoice value from the amount of bill payable to supplier on account of handling and testing charges.**

The item shall maintain the quality within the permissible level throughout the shelf life period of the item. The samples may also be drawn periodically during the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is found to be of unacceptable/defective/contented/harmful or misbranded, such batch/batches will be deemed to be rejected goods.

In the event of the samples of the item supplied failing quality tests or found to be not as per specification the RMSCL is at liberty to make alternative purchase of such items 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 RMSCL has every right to recover the cost and impose penalty as mentioned in bid conditions.

*The supplier shall furnish the evidence of any requisite data for ordered items to the RMSCL whenever asked for. If there is any problem in the field, the production record for the particular batch shall also be supplied as and when demanded by the RMSCL.*

Laboratory test may be done along with clinical examination with reference to the standards laid down in the protocol / specifications.

**The supply of ordered 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.** 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, itself.

### **D. PAYMENTS**

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.
3. The In-charge of District Drug Warehouse (DDW) / MCDW / designated consignee 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 / Consignee destination.

a. In house test report of ordered item.

b. The challan / invoice copy pertaining to DDW/ MCDW/ Designated consignee.

**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 point of 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 is 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 price of the price structure 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 any 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 he is satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

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

a) Delay upto one fourth period of the prescribed delivery period:- 2.5%

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

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

d) Delay exceeding three fourth of the prescribed delivery period:- 10%

**Note 1:-** 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 2:-** 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 3:-** If a supplier seeks extension in supply period beyond two times the time indicated in purchase order, the supply period may 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, however penalties for delayed supplies as mentioned above shall be applicable.

9. If, at any point of time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchase Officer, delayed in making any supply, 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 P.O , 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 Purchase Officer. No further representation from the Supplier will be entertained on this account.

10. If the firm is Blacklisted/Debarred by Govt. of Rajasthan during rate contract period/ after rate contract period. To follow actions shall be taken and supplier shall be abide by them:-

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

**E. PENAL PROVISIONS**

<p><b>DEDUCTION IN PAYMENTS:</b></p>	<ol style="list-style-type: none"> <li>1. If the supply is received in damaged conditions it shall not be accepted.</li> <li>2. All the Bidder are required to supply the product with logogram and with prescribed packing specification. If any deviation(s) found then a separate penalty shall be levied @ 2% of value of purchase order irrespective of the fact that ordering authority actually have suffered any damage/loss or not, without prejudice the rights of alternative purchase.</li> </ol>
<p><b>QUALITY CONTROL DEDUCTION &amp; OTHER PENALTIES:</b></p>	<ol style="list-style-type: none"> <li>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 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. (As per guidelines for blacklisting/ debarring at Annexure IX)</li> <li>2. (i) If the samples drawn from supplies do not conform to the statutory standards, the supplier shall 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</li> </ol>

	<p>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 quality 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 so rejected till such destruction. All expenses on destruction process shall be recovered from the supplier.</p> <p>The Supplier shall replace the stock of NOSQ goods with fresh goods with stipulated time upon intimation to do so by the ordering authority.</p> <p><b>(ii) If RMSCL decides not to return the NOSQ drugs to supplier and decides to destroy NOSQ drugs at its own level, then provision of demurrage charge will not apply. Means, if RMSCL writes to supplier to take back NOSQ drugs, then demurrage provision will be applied and if does not write to take back and decides to destroy drugs at its own level, then demurrage charge provision will not be applied. However, all expenses on destruction process shall be recovered from the supplier concerned.</b></p> <p>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, appropriate action for black listing / debarring of the product / supplier shall be initiated. (As per guidelines for blacklisting/ debarring at Annexure IX including amendment)</p> <p>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. (As per guidelines for blacklisting/ debarring at Annexure IX)</p> <p>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.</p> <p>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.</p> <p>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</p>
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	<p>supplier or from his properties, as per rules.</p> <p>8. Non performance of any contract provisions shall be examine and may disqualify the firm to participate in the future Bids.</p> <hr/> <p>9. <b>In the event of making ALTERNATIVE PURCHASE, as specified in Clause 2.1.10 of Section IV, Clause 2.1.10 of Section V and in Clause 3.3 of Section V 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.</b></p> <p>10. In case of any dispute regarding all cases under bid procedure or in any other extra-ordinary situation or interpretation of any clause of the bid document, the decision of the Bid Inviting Authority, viz Managing Director, Rajasthan Medical Services Corporation Ltd, would be final and binding and acceptable to all parties.</p> <hr/> <p>11. All disputes related to the supplies for any defaults will be decided by the Bid Inviting Authority and his decision will be final and binding.</p>
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**F. GENERAL**

1. As soon as the bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or registered e-mail, the RMSCL shall hold no responsibility on account of any delay at any stage or for loss of offer/s approval of rates/purchase orders etc. in any other way. Communication made from RMSCL in the Form of e-mail or registered post having valid despatch no. and date will be treated valid and binding on the bidders for all legal purposes.
2. The terms and conditions of purchase mentioned in empanelment/ registration bidding documents shall be applicable on any other seasonal/ bulk/ emergency/ risk purchases also that are made at RMSCL level from the empanelled registered supplier over and above Bid process. In case of seasonal requirements separate intimation giving details in respect of approximate quantity period of supply and date for receiving offers, shall be given to empanelled registered supplier through e-mail/registered post.
3. RMSCL reserves the right to rectify any human clerical/ typing mistake at any point of time without entertaining any objection or claim from the side of supplier.



4. All legal proceedings shall have to be lodged within the jurisdiction of Jaipur City. If any dispute arises from or out of their contract, the courts situated at Jaipur city alone shall have jurisdiction.
  5. (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.  
(ii) Supplier may be disqualified, banned or suspended from the empanelment business during the rate contract, if:-
    - a. Fails to execute a contract or fails to execute it satisfactorily ;
    - b. No longer has the technical approval like Product Permission / Licence, WHO-GMP certification, Market standing, Non Conviction certificate staff or equipment considered necessary and other qualifications as stipulated in bidding document for pre qualification.
    - c. is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
    - d. The firm is suspected to be doubtful loyalty to state.
  6. RMSCL also reserves the right to add/delete/amend any condition at any stage under proper intimation to concerned registered empanelled firm and the same shall be considered binding on the registered empanelled firm from the period following such intimation.
  7. If, M.D., RMSCL Ltd., Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with the firm be banned.
  8. No action on the letter head of the Bidder /firm regarding any complaints against RMSCL will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.
  9. If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action as per provisions of RTPP Act and Rules along with disqualification, banning, suspension etc. for limited or unlimited period and as per provisions of Blacklisting and Debarring Guidelines of RMSCL.
  10. Bidders are required to submit required information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as per provision / terms and conditions of bid / RTPP Act & Rules to banning concerned item/items for certain or uncertain period.
- Signed and Seal affixed in token acceptance of all above terms and conditions unconditionally.

Signature  
Name  
In the capacity of Firm

**SECTION –VII (B)**  
**SPECIAL CONDITIONS OF**  
**CONTRACT (SCC)**

## **1. GENERAL CONDITIONS**

- i. At any point of time prior to the 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(s) in Bid document 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.
- ii. Interested eligible Bidders may obtain further information in this regard from the office of the Bid Inviting Authority, i.e RMSCL.

## **2. OTHER CONDITIONS**

1. The Purchase orders shall 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, are shown in Annexure-VIII. The quantity mentioned is only the tentative requirement for six months and it may increase or decrease as per the decision of Ordering Authority. Procurement will be done on six monthly demand as specified in the schedule of supply. The rates quoted should not vary with the quantum of the order or the FoR destination. The whole bid 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 20 % of the bid quantity. A bidder having manufacturing capacity less than commitment quantity (either monthly or for whole contract period) may be technically disqualified.**
3. As and when required, e- Bids financial quotes would be called for in 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 **all expenses / charges but exclusive of GST**) 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.
- 5.
- a) To ensure sustained supply without any interruption, the Bid Inviting Authority reserves the right to approve more than one supplier to supply the bided item amongst the qualified Bidders
  - b) Financial bids would be called as per requirement of drugs, medicines etc. Rates once approved, shall remain valid for six months from the date of issuance of letter of acceptance (LOA). 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. 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 etc. for which the Bid has been invited.
  - c) 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.
  - d) 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 etc. quoted by them and the Bidders who agree to match L1 rate, will be considered as Matched L1.

- e) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST etc.) of price (L-1 rate).
  - f) In case, the supplier, upon receipt of the purchase order, finds that the purchase order exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, shall immediately inform to the RMSCL without any loss of time and shall be return, the purchase order within 7 days from the date of the order, failing which the supplier shall have no right to claim any waiver of liquidated damages, fine for the delayed supply.
  - g) If the L1 supplier fails to supply /intimate RMSCL about his inability/delay in supply as per the purchase order, the required Drugs/ Medicines etc. within the stipulated time or as the case may be, RMSCL may place purchase orders with the L1 Rate Matched Bidder also 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.
  - h) Subject to Para (g) 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.
  - i) 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.
  - j) 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.
6. The rates quoted and accepted will be binding on the Bidder during validity period of the bid i.e six months from the date of issuance of LOA and any increase in the price (except increase in **GST rate** or any other statutory taxes) will not be entertained.

7. 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 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 / conditional and accordingly the Bid shall be rejected.
8. The rates should be quoted only for the composition of the drug & medicines stated in the Bid.
9. Supplies should be made directly by the bidder.
10. The Bidder shall allow inspection of the factory and godowns / stores at any point of 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 them 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.

# **SECTION-VIII**

# **BIDDING FORMS**

**Forms under General requirements for Goods & Works**

**Annexure-A**

**Pre-qualification Application Submission Letter**

(To be executed on letter head)

In relation to our Pre-qualification application submitted to ..... [enter designation and address of the procuring entity] for procurement of ..... [Insert name of the subject matter of procurement] in response to their Notice Inviting Pre-qualification Applications (NIPQ) No. .... Dated ..... we hereby declare followinga)

- a) I/We have examined and have no reservations to the Pre-qualification document, including the amendment/addenda issued in accordance with Instructions to Applicants. I/We declare that all the terms & conditions listed by procuring entity are acceptable to me / us.
- b) I/ We have submitted Pre-qualification document cost of INR ....., and processing fees/ user fees of INR .....
- c) I/We offer to supply the goods/execute the work (PE to retain the applicable) in conformity with the Prequalification document specified in Section III (Scope of subject matter of procurement).
- d) Our firm, including joint venture partners, fulfil all the eligibility criteria (Nationality, Submission of only one Application, Debarment and Conflict of Interest) mentioned in ITA 1.3 and 1.4 [Eligible Bidders].



- e) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the Pre-qualification application submission.
- f) I/ We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the Pre-qualification application or cancellation of the contract, if awarded.
- g) I/ We understand that this Pre-qualification application shall not bind Procuring Entity to give any priority or preference in the issue of selection of application or award of contract.
- h) I/ We understand that this Pre-qualification shall be used for consequential bidding of the subject matter of procurement.
- i) I/ We declare that the information furnished above is true to the best of my / our knowledge.

Date:

Place:

Signature & Seal of Applicant:

Name:

Designation:

Address:

**Applicant's Information Form**  
(To be executed on company/firm letter head)

Date: [insert day, month, year]

NIPA No. and title: [insert NIPA number and title]

Page [insert page number] of [insert total number] pages

<b>Applicant's Information</b>	
<b>Applicant's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Applicant's country of constitution</b>	
<b>Applicant's year of constitution</b>	
<b>Applicant's legal address in country of constitution</b>	
<b>Applicant's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)</b>	
<p><b>Attached are copies of the following documents whenever applicable:</b></p> <ul style="list-style-type: none"> <li>• Documents defining the constitution or legal status, place of registration, and principal place of business</li> <li>• Any private company, registered/incorporated under 'Companies Act, 2013' or other applicable Laws of India, to submit valid certificate of incorporation, OR</li> <li>• Applicant may be a proprietorship firm, to submit valid Shop Establishment certificate, OR</li> <li>• In case of Partnership firm, to submit Partnership registration certificate issued by Registrar of Firms or duly notarized/Registered Deed of Partnership, OR</li> <li>• In case of limited liability partnership, under the Limited Liability Partnership Act, 2008, to submit copy of Certification of Incorporation, OR</li> <li>• Self-attested copy of Income Tax Registration Certificate / Permanent Account Number (PAN) Card issued by Income-Tax Department.</li> <li>• Self-attested copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return filed and declaration of no default.</li> <li>• Valid Registration Certificate issued by District Industries &amp; Commerce Centre (DI&amp;CC), Govt. of Rajasthan, etc. in case bidder seeks to avail benefit of submission of reduced bid security and/or purchase preferences for the goods required.(Applicable for Goods only)</li> </ul>	

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

**punjab national bank**

Bank Copy  
DIST. NO.

Branch \_\_\_\_\_  
 Institute Name Rajasthan Medical Services Corporation, Jaipur  
 Institute ID **RMSCJ - A/c No. 2246002100024414**

Date of Deposit DD MM YY

**DETAILS OF THE SUPPLIER**

Supplier Name \_\_\_\_\_  
 Tender Ref. No. \_\_\_\_\_  
 Type of Deposit Select any one out of - Tender Fees/EMD/SD/Tender Processing fees/Others  
 Mobile No. \_\_\_\_\_

**Cash Deposit:**

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
<b>Total</b>		

**Cheque Deposit:**

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ \_\_\_\_\_  
 Commission ₹ \_\_\_\_\_  
 Total amount ₹ \_\_\_\_\_

Amount (in words): ₹ \_\_\_\_\_

Name of the Depositor \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address for communication \_\_\_\_\_

Acknowledgement

For Bank use only

Cashier/Officer

Annexure - 1

Customer Copy

**punjab national bank**

DIST. NO.

Branch \_\_\_\_\_  
 Institute Name Rajasthan Medical Services Corporation, Jaipur  
 Institute ID **RMSCJ - A/c No. 2246002100024414**

Date of Deposit DD MM YY

**DETAILS OF THE SUPPLIER**

Supplier Name \_\_\_\_\_  
 Tender Ref. No. \_\_\_\_\_  
 Type of Deposit Select any one out of - Tender Fees/EMD/SD/ Tender Processing fees/Others  
 Mobile No. \_\_\_\_\_

**Cash Deposit:**

Denomination	₹	Ps
1000 *		
500 *		
100 *		
50 *		
20 *		
10 *		
5 *		
Coins *		
<b>Total</b>		

**Cheque Deposit:**

Chq No	Date of Chq	Name of Bank	₹	Ps

Total fee payable ₹ \_\_\_\_\_  
 Commission ₹ \_\_\_\_\_  
 Total amount ₹ \_\_\_\_\_

Amount (in words): ₹ \_\_\_\_\_

Name of the Depositor \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address for communication \_\_\_\_\_

Acknowledgement

For Bank use only

Cashier/Officer

**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
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 Memorandum  
(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	Amount for which purchase order received	Amount of goods supplied

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

File no. \_\_\_\_\_  
Date \_\_\_\_\_

It is certified that M/s \_\_\_\_\_ was inspected by \_\_\_\_\_ on dated \_\_\_\_\_ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under this notification. The certificate 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)

**Form-‘B’**  
**Format of Affidavit**  
**(On Non Judicial Stamp Paper of Rs. 10/-)**

I.....S/o.....Age.....Yrs..... residing  
at.....Proprietor/Partner/Director of M/s.....do hereby solemnly  
affirm and declare that:

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

- (i)
- (ii)
- (iii)
- (iv)
- (v)

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

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

Place.....

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

**VERIFICATION**

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

DEPONENT

### ANNEXURE-III

#### ANNUAL TURN OVER STATEMENT

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

<b>S.No.</b>	<b>Years</b>	<b>Turnover in Crore (INR.) (With UDIN no.)</b>
1	2019-20	
2	2020-21	
3	2021-22	
<b>Total</b>		<b>Rs.                      Crore</b>
<b>Average turnover per annual</b>		<b>Rs.                      Crore</b>
OR		
<b>S.No.</b>	<b>Years</b>	<b>Turnover in Crore (INR.) (With UDIN no.)</b>
1	2020-21	
2	2021-22	
3	2022-23	
<b>Total</b>		<b>Rs.                      Crore</b>
<b>Average turnover per annual</b>		<b>Rs.                      Crore</b>

Date:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

Seal:

UDIN:



**AGREEMENT**

This Deed of Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by M/s. \_\_\_\_\_ represented by its Proprietor/Managing partner/Managing Director having its Registered Office at \_\_\_\_\_ and its Factory

Premises at \_\_\_\_\_

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

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

1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation of applications / bids floated for the empanelment of supply for Drug & Medicines etc. For Rajasthan Medical Services Corporation Ltd, vide reference no. F.02(383)/RMSCL/PROCUREMENT/DRUG/NIPQ-05/2023/1401 Dated:- 10.07.2023) and technical bid opened on 20.07.2023 the instruction to Bidders, the conditions of Bid, acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. (a) The Agreement is for the empanelment of MANUFACTURERS / LOAN LICENSEE / IMPORTERS for supply by the Supplier to the Purchaser of the Drug and Medicines specified in the agreement on the terms and conditions set forth in the Agreement.
- (b) This Agreement shall be deemed to have come into force with effect from the date of issuance of letter of acceptance no. ....and dated.....and it shall remain in force up to six months / one year.
- (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 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, binding or be of any effect whatsoever.

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

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

#### **BANKRUPTCY OF THE SUPPLIER**

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

#### **SERVING OF NOTICE ON SUPPLIER**

- 6 All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.
- 7 And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the

rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director, Rajasthan Medical Services Corporation Ltd in the matter shall be final and binding.

- 8 All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decide by the State Govt. and the decision of the State Govt. shall be final.

SUPPLIER (Signature, Name  
& Address with Stamp)

EXECUTIVE DIRECTOR (P),  
RAJASTHAN MEDICAL SERVICES CORPORATION LTD.

Witness (Signature, Name & Address)

Witness

1.

1.

2.

2.

### Check List

Section	Details of requirement	Document Type	Yes/No  If Yes Page No.
A	<b>BID APPLICATION FEE, EMPANELMENT BID SECURITY DEPOSIT, EMPANELMENT FEE</b> /	Challan/DD/ e–deposit generated receipt of Bid Security Deposit, bid fee, RISL fee, empanelment fee and SSI certificate for exemption with Annexure-II	
B	<b>Technical documents</b>	Manufacturing Licence/loan licence	
		Manufacturing Licence renewal /validity certificate	
		Non Conviction Certificate issued by the Drugs Controller	
		WHO-GMP Certificate	
		Import License, if imported.	
		Sale License, in the case of imported drugs	
		Copy of record of import to establish 3 years market standing, if imported.	
		Product Permissions by the Licensing Authority for each and every product quoted	
		Market Standing Certificate issued by the licensing Authority	
		Annexure-VI Check List Of Details Regarding Products Quoted	
C	<b>Other Documents</b>	Documentary evidence for the constitution of the company / concern	
		The instruments such as power of attorney resolution of board etc	
		Copies of balance sheet & profit loss account for three years	
		<b><u>GST Registration &amp; Proof of GST Return</u></b>	
		Copy of PAN	
		Annual Turnover Statement	
		Annexure-VII Declaration and Undertaking	
		Annexure-XI Undertaking For Empanelment	

**Annexure – VI**

**Check list of details regarding products quoted**

**Product permission as per condition no. 5 (c) and Market Standing as per condition 5 (g)**

S. No.	Quoted Item /Code no.	Product permission enclosed on page no.	Date of product permission / Approval	Product permission of formulation Generic / Branded	Specification as per Code no. Yes/ No	As per MSC product Mfg & Mkt since last 3 years		
						Page No.	Yes/ No	Date of Issue
1								
2								
3								
4								
5								

## **Declaration & Undertaking**

(For F.02(383)/RMSCL/PROCUREMENT/DRUG/NIPQ-05/2023/1401 Dated:- 10.07.2023)

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

I Name.....S/o.....Age.....Prop./Partner/Director/Power of attorney holder of firm M/s.....situated at (Complete address of Mfg. unit).....bearing drug license on Form 25, 28, 10 etc bearing Number..... &.....respectively, issued on dated.....valid/Renewed up to.....do here by declare on oath as follows:-

1. That none of the quoted Drug and Medicines manufactured / imported 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 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:-

S. No.	Quoted item Code No. & Name of Drugs	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Estimated Bid Quantity as per Annexure VIII	<u>GSTIN Number &amp; Name of State where GSTIN registered</u>
1.					
2.					

**Bidder is bound to supply minimum 20% 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.	Code 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	Own manufacturing / Loan Licensee (Please mention)	Drug manufacturing/Import License Number for quoted items	If already responsive for quoted items in previous tenders issued from Jan 2022 onwards in RMSCL then mentioned NIB/ Bid no.
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. a. That we have approved qualified staff, machines & equipments along with capacity to manufacture above category of drugs/ Surgical / Sutures  
b. For drug items our unit have been issued **WHO-GMP\*** by Licensing Authority vide letter No.....dated.....valid upto.....
9. That we hereby confirm that we have deposited all the VAT/Sale Tax/ **GST & filling returns as applicable** as on.....With the department. **Central excise / State commercial department** is due on M/s.....as on.....
10. That I will supply the Drug and Medicines as per the designs given in Bid and as per the instructions given in this regard.
11. That I/We have carefully read all the conditions of INVITATION OF APPLICATIONS FOR EMPANELMENT OF MANUFACTURERS / LOAN LICENSEE / IMPORTERS FOR SUPPLY OF DRUGS & MEDICINES in Ref. no F.02(383)/RMSCL/PROCUREMENT/DRUG/NIPQ-05/2023/1401 Dated:- 10.07.2023 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 / application documents

12. 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.

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

- a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the **State Government or any local authority** as specified in the Bidding Document;
- c. I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

14. The quoted rates of any items is not more than the price fixed by the govt. under the current drugs (Price control) order.

15. Our complete address for communication.....  
.....  
.....Pin.....  
.....

Pan No.-----

E-mail address: - .....

Phone No. /Mobile No.....

16. Bank detail for e banking :-

Name of account holder .....

Full name of Bank with Branch .....

Address of Bank .....Pin.....

A/c no. with full digits.....

IFSC code .....

17. Authorized/nominating person

Name: .....

Designation:-.....

Aadhar Number:-.....

E-mail address:-.....

Phone No. /Mobile No.....

Photograph of  
Authorized/  
nominating person

Signature of  
Authorized /  
nominating person

**(Name of Deponent & Signature)  
Designation**

**Verification**

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

**(Name of Deponent & Signature)**

Witness :- (Name, Address & Signature)

- 1
- 2

\*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.

## List of items along with specification, Packing Unit, estimated bid quantity

The second part of financial bid shall be invited from the empanelled bidder. The estimated annual quantities of item may be as under:-

Sr. no.	Item code	Item description	Packing unit	Minimum labelled Shelf life (in months)	Tentative bid/application quantity in Numbers (for One Year )	Remarks
1.	2.	3.	4.	5.	6.	7.
1	789	Inj. Ferric Carboxymaltose 50 mg/ml 10 ml size [789]	10 ml vial (Rate should be quoted for 1 Vial)	24	189308	

- **The above quantities are only estimates, however, no minimum quantity is guaranteed to Empanelled bidders and/or Rate contract holder. These estimated quantities may change substantially during the currency of empanelment / rate contract.**

### Note:-

1. If any bidder empanelled in RMSCL for item code 789 than no need to submit bid but tender condition applicable as per empanelled tender.
2. If any document has expired/not uploaded/ invalid or have any new facts i.e. debarring/NOSQ etc. then bidder is required to upload valid documents with Annexure VII.
3. Those bidders who have already deposited bid security in NIPQ 01/2022 and such bid security is still lying with RMSCL then the same can be considered for NIPQ (Drug) 04/2023 on request of bidders / applicant and need not deposit again for same items. In case of any additional items, bidders may submit bid security i.e. Rs 20,000/- each item subject to over all minimum Rs 2.00 lacs and maximum Rs 5.00 lacs in form of DD / BC in favour of MD, RMSCL payable at Jaipur or in Bank account of RMSCL through Challan.
4. Those bidders who have already submitted empanel fees Rs. 5000+18% GST in previous tenders invited on or after 09.12.2022 (NIPQ-01/2022, NIB 01/2023, NIB 03/2023, NIPQ 03/23, NIPQ 04/2023) need not submitted empanelment fee again, however bidder has to submit a request along with details of empanelment fee already deposit.

**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 items, in such case, a penalty of Rs. 2.00 lac and in case of MSME of the State of Rajasthan Rs. 50,000 shall be imposed on successful bidder 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
<b>Minor</b>	Upto 5% less than the prescribed lower limit	Above 70% to the prescribed lower limit
<b>Grossly Substandard</b>	Below 5% of the prescribed lower limit to 50%	70% to 40%
<b>Spurious</b>	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.

**FORM-1 - MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....  
Before the ..... (First/ Second Appellate Authority)

1. Particulars of appellant:
  - a. Name of the appellant: <please specify>
  - b. Official address, if any: <please specify>
  - c. Residential address: <please specify>
  
2. Name and address of the respondent(s):
  - a. <please specify>
  - b. <please specify>
  - c. <please specify>
  
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
  
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
  
5. Number of affidavits and documents enclosed with the appeal: <please specify>
  
6. Grounds of appeal (supported by an affidavit): <please specify>
  
7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature

**UNDERTAKING FOR EMPANELMENT**

I Name.....S/o.....Age.....Prop./Partner/Director/ Power of attorney holder of firm M/s.....situated at (Complete address of Mfg. unit).....bearing drug license on Form 25 & 28 or form 10 bearing Number..... &.....respectively, issued on dated.....valid/Renewed up to.....do here by declare on 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 Tender in Ref. no. F.02(383)/RMSCL/PROCUREMENT/DRUG/NIPQ-05/2023/1401 Dated:- 10.07.2023 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

**Name & Signature  
with Seal**

## Supplier Consolidated Invoice

<b>Name of Supplier:</b> .....											
<b>Complete Address:</b> .....											
<b>E-mail ID:</b> .....											
DL NO.:				<u>GST No.:</u>		<u>HSN Code</u>		Invoice No.:			
								Date:			
<b>Purchaser:</b> Managing Director <b>Address:</b> Rajasthan Medical Services Corporation Ltd, Gandhi-Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone No. 0141- 2228066								Purchase Order No.: .....			
								Date: .....			
<u>RMSCL GSTIN.08AAFRCR2824M1Z3</u>											
<b>Name of Item/Description:</b> .....						<b>Drug Code (RMSCL) :</b> .....					
S.No	Name of DDW	Ordered Qty.	Invoice/Challan no.	Date	Packing Size	Batch No.	Mfg. Date	Exp. Date	Quantity Supplied in No. (Batch wise)	<u>Basic Rate (without GST)</u>	<u>Basic Amount (without GST)</u>
1	2	3	4	5	6	7	8	9	10	11	12
Remarks:						Total Basic Amount					
						<u>Rate of (%) GST(CGST)</u>					
						<u>Rate of (%) GST(SGST)</u>					
						<u>Rate of (%) GST(IGST)</u>					
						<u>Total GST Amount(CGST+SGST+IGST)</u>					
						<u>Grand Total (Basic Amount+ GST Amount)</u>					

**Analytical Report Regarding Quality**

<b>Name of Supplier:-</b>						
<b>Address:-</b>						
<b>PO No:-</b>			<b>Date:-</b>			
<b>Drug Name:-</b>						
<b>Details of in house test report:-</b>						
<b>S. No.</b>	<b>Name of Lab.</b>	<b>Test report No.</b>	<b>Date</b>	<b>Batch No.</b>	<b>Qty. Supplied</b>	<b>Result</b>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

**Authorised Signatory**

**Security form (Bank guarantee)**

To,

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

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract (Letter of Acceptance) No.....dated.....20..... to supply.....(Description of Goods) hereinafter called “the Contract”.

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

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

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

This Bank guarantee is payable at Jaipur Branch .....

This guarantee is valid until the.....day of.....20.....

**Signatures and Seal of Guarantors**

Date.....

Address:.....

.....

**Note:- The validity of bank guarantee should be for 12 months from the date of issuance of Bank Guarantee.**

**Self Declaration**

I/We declare that I am/We are bonafide manufacturer / loan licensee/ importer..... in the Goods for which I/We have bid.

I/We a legally constituted firm/body.....(*Name of Firm/Company with address*)..... and represented by Mr.....(*Name of Bidder/Sole proprietor/CMD/Chairman*)..... Declare that I am/ we are .....(*manufacturer / loan licensee/importer*) in the Goods for which I/We have Bid.

**If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Registration Money and/or bid Performance Security may be forfeited in full and the bid if any to the extent accepted may be cancelled. In case any information given by undersigned is found false, fabricated, untrue unfounded the RMSCL shall be free to take action as per law of land including instituting criminal proceeding in accordance with provision contained under Indian Penal Code, Code of Criminal Procedure in addition to the other remedies available to the RMSCL as per law and that I/we would have no claims whatsoever against RMSCL.**

**Signature of the bidder with seal**

**(To be given on the firm's letter head duly sealed & signed)  
Declaration by the Bidder in compliance of Section 7 & 11 of the Act**

**Declaration by the Bidder**

This is in relation to our Bid/application for registration as a bidder for supply of Drugs & Medicines submitted to Managing Director, RMSCL Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, Rajasthan. In response to their Bid/Bid No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Rajasthan Medical Services Corporation.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. 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.

Date:

Signature of Bidder/Bidder

Place:

Name :

Designation:

Address:



**BIDDER'S AUTHORIZATION CERTIFICATE**

To,  
{Procuring entity},

\_\_\_\_\_,  
\_\_\_\_\_

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Verified Signature:

## Form of Bid Securing Declaration

(Note: - Applicable only for Govt. Deptt. and Govt. Enterprises)

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

**Managing Director,  
Rajasthan Medical Services Corporation Ltd,  
Gandhi Block, Swasthya Bhawan,  
Tilak Marg, Jaipur – 302005  
Rajasthan  
Email ID: edprmsc@rajasthan.gov.in**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, Managing Director, RMSCL, Gandhi Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, for the period of time of **30 months** starting on date ....., if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter “the BDS”); or
- (b) Having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
  - (i) Fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
  - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: \_\_\_\_\_

*[insert signature of person whose name and capacity are shown]*

Name: \_\_\_\_\_

*[insert complete name of person signing the Bid-Securing Declaration]*

In the capacity of: \_\_\_\_\_

*[insert legal capacity of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

*[insert complete name and address of the Bidder]*

Dated on        day of        ,

*[insert date of signing]*

Corporate Seal \_\_\_\_\_

*[affix corporate seal of the bidder]*

**[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]**

(To be submitted on letter head of bidder)

**BID/ APPLICATION SUBMISSION LETTER**

(Declaration Form cum Check List)

To,  
Managing Director,  
Rajasthan Medical Services Corporation Ltd,  
Gandhi Block, Swasthya Bhawan,  
Tilak Marg, Jaipur – 302005  
Rajasthan

Subject:- Regarding bid/ application submission for NIPQ-05/2023.....

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of bidder)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by M.D., RMSCL, Jaipur, Rajasthan for empanelment as a supplier, for supply of Drugs & Medicines and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this empanelment bid in the capacity of a bonafide manufacturer/ loan licensee/ importer..... I/We enclose valid Manufacturing license for Manufacturer/Registration of MSME / SSI Unit. Declaration enclosed.

I/We enclose the following documents as per details given below: -

S. No.	Item	Particular (Yes/No) or Page No.
1	Cost of bidding documents, Empanelment Bid security (Deposit in Bank account, DD / BC) , RISL fee and Empanelment fee physically being submitted as per bid data sheet.	
2	Bid Acceptance Letter	
3	Declaration by bidder regarding empanelled supplier of Drugs & Medicines with RMSCL	
4	Bidders Organisation Details	
5	Bidders Details Bidder's legal entity, copy of valid registration certificates. Cumulative turnover for last two financial years, CA certificate with registration number, seal and UDIN number of C.A. To be submitted in GST registration certificate or copy of return online submission report. PAN Number Cancelled cheque of Bank Account given for RTGS details. All documents submitted as per numbering.	
6	Declaration by the bidder in compliance of Section 7 & 11 of the Act	
7	Bidders Authorization Certificate , if applicable	
8	Corrigendum/modification/clarification uploaded with bid document	

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.

## Land Border Country Registration Requirement

*(To be executed on a non-judicial stamp paper valued Rs. 50/-)*

Name of Bidder \_\_\_\_\_ NIB Number \_\_\_\_\_

I/We have read the 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 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 Competent 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 Competent Authority shall be attached**).

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]*

# ***FINANCIAL BID FORM***

**Financial bid shall be invited from amongst the Empanelled bidders: - RMSCL shall invite financial bids in the second part as per requirement of Drugs & Medicines in the form of .XLS Sheet. After evaluation of financial bid MD, RMSCL may award the contract to the bidder whose offer has been determined to be the lowest to RMSCL and / or in the manner as stipulated in the terms and conditions of the bid.**