

ANNEXURE- B

**Directorate of Medical & Health Services,
Swasthya Bhawan, Tilak Marg, C-Scheme
Rajasthan, Jaipur**

**Tel. No. 0141-2229858
0141-2226100
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0141-2229858**

**TERMS & CONDITIONS
Of
THE RATE CONTRACT
For
DRUGS & MEDICINES**

FOR PUBLIC SECTOR UNDERTAKINGS

Note: - Please read the Terms & conditions carefully.

Tender form is non – transferable

TERMS & CONDITIONS OF TENDERS AND CONTRACT

N.B. TENDERER SHOULD READ THESE CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE SENDING THEIR TENDERS. IF A TENDERER HAS ANY DOUBT REGARDING THE TERMS & CONDITION AND SPECIFICATIONS, MENTIONED IN THE TENDER NOTICE/ CATALOGUE, HE SHOULD, BEFORE SUBMITTING THE TENDER, REFER THESE TO THE DIRECTOR (PH), MEDICAL & HEALTH SERVICES, RAJASTHAN JAIPUR AND OBTAIN CLARIFICATION. THE DECISION OF THE DIRECTOR(PH), MEDICAL & HEALTH SERVICES RAJASTHAN JAIPUR SHALL BE FINAL AND BINDING ON THE TENDERER .

1. *Sealed tender will be received till PM on by the Secretary, Store Purchase Organisation. Directorate of Medical and Health Services, Rajasthan, Jaipur for the Rate contract of Drugs & Medicines for a period of two years ending 31.03.2010.*
2. *Only Manufacturing units (No products/items manufactured under loan licence will be accepted) holding valid Drug licence whose annual turn over is more than Rs. 1.00 Crore are eligible to participate in the Tender. Supplies shall also be effected directly by the manufacture and not through Distributors/Agents/Suppliers.*
3. *Sealed Tenders superscribed "Tenders for rate contract of two year." containing single Bid as prescribed hereafter should be submitted to the Secretary, Store purchase Organisation, Directorate (PH) of Medical and Health Services, Rajasthan, Jaipur.*
4. The Tenderer should send along with the Tenders the following certificates for the items
 - (I) Duly attested photocopy of license for the products duly approved by the licensing authority for every product quoted in the tender. The licence should be renewed up to date.
 - (II) Market standing certificate issued by the licensing authority.
 - (III) Duly attested copy of Non-Conviction certificate issued by the drug controller of the concerned State.
 - (IV) List of Products which are declared sub-standard in entire country during last five years, alongwith detail of prosecution/penalties must be given on Non-Judicial Stamp paper of Rs. 100/-. In case of no product declared sub standard such declaration on non-judicial stamp paper of Rs. 100/- must be submitted (Annexure-D). It should be Notarized.
 - (V) An undertaking on non judicial stamp paper of Rs. 100/- must be given (Annexure-E) to the effect that the Drugs & Medicine supplied during last five years were not declared of spurious quality in entire country. It should be Notarized.
 - (VI) Good Manufacturing Practice Certificate as per revised schedule M in Form No. 1 prescribed in the tender (Annexure-F) duly signed by the Licencing Authority.

Signature of Tenderer with seal

- (VII) Latest Annual Turnover statement certified by Auditor.
- (VIII) Copies of latest Balance Sheet & Profit & Loss statement certified by the Auditor.
- (IX) (a) Duly attested copy of latest Sales Tax/VAT clearance certificate from the commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.
(b) Declaration regarding point of supply with full address in Annexure-A.
- (X) The Declaration form in Annexure-"A" Signed by the Bidder & Notarized.
- (XI) Undertaking of installed manufacturing capacity of each quoted item in the Tender on non-judicial stamp paper of Rs. 10/-. (Notarized) in enclosed Performa (Annexure-G).

NOTE: - All above mentioned documents duly notarized/attested by Notarary public must be submitted. Un attested/Unnotarized copies of such document will not be considered valid.

- (XII) Original Tender Catalogue Annexure-C duly filled: -
 - (a). *If the rates are not offered, please mention NOT QUOTED or leave the column blank against each such item in the column no.6 & 7 in Annex.-C.*
 - (b). Fill up the details of quoted items as required in catalogue.

NOTE :-

- (A) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy alongwith copy of original document must be submitted.
 - (B) Other than Sales tax/VAT clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
 - (C) The point of supply within the state of Rajasthan or out of Rajasthan should be specified.
 - (D) The tenderer may submit Profit & Loss account & Balance Sheet and annual turnover statement of the previous year.
5. PSU's are required to submit the tender in single Bid i.e. they may submit/mention price of the quoted items as well as Sales Tax/VAT thereon in the Catalogue in appropriate column be addressed to the Secretary, Store Purchase Organization Directorate of Medical and Health Services (PH), Rajasthan, Jaipur.
6. All received tenders will be opened in the presence of tenderers who choose to be present.
7. Tender form shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
8. **(a) Indegenous products offered for supply by the manufacturer will get preferential treatment in the matter of approval.**

Signature of Tenderer with seal

(b) It may be noted that the department does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the tenderer must offer their rate to supply the specific items from own quota of stock by visualizing, the prospect of availability of raw material needed. Any of the above points if taken, as argument for non supply/late supply will not be entertained.

9. **GUARANTEE CLAUSE:-**

The tenderer would give guarantee that the goods/ stores / articles would continue to conform to the description and quality as specified for a period of 3 years from the date of delivery of the said goods/stores/articles to be purchased and that not with standing the fact that the purchaser may have inspected and /or approved the said goods/stores/ articles if during the period of 3 years, the said goods/stores/articles be discovered not to conform to the description and quality as for said/or have determined and the decision of the purchase officer in that behalf will be final and conclusive the purchaser will be entitled to reject the said goods/stores/articles or such portion there of as may be discovered not to conform to the said description and quality, on such rejection the goods/stores/articles will be at the sell sellers risk and all the provisions relating to rejection of goods, etc., Shall apply. The tenderer shall, if so called upon to do so replace the goods, etc. or such portion there of as is rejected by the Purchase Officer, otherwise, the tenderer shall pay such damage as may arise by reason of such breach of the condition here in contained. Nothing here in contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

10. The names & makes of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English/USA/Indian will not serve the purpose. The approved supplier shall furnish a copy of laboratory test report, of the batch number of which Drug is Supplied along with the bill.

11. Drugs bearing expiry date must be offered of the potency covering at least six month after the expiry of the contract period. Drugs bearing expiry date must be offered of the potency covering at least 75% before the expiry date of the drug.

12. **MARKING**

On each container of supplies "Rajasthan Sarkar" and "NOT FOR SALE" should be affixed with indelible Red ink across the original label. This will cover containers, strip packing, vials, tubes, ampoules etc.

13. In case, any item supplied by the approved firm does not conform to the required standard, the payment there of, if received by the supplier shall have to be refunded to the indenting officer/ Director (PH), Medical and Health Services, Rajasthan. Apart from this, such supplier shall be liable to be dealt with under provisions of Drugs & Cosmetics Act. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of goods less in weight and volume than those mentioned on the lable of the container is an offence and the same will be dealt with in the manner prescribed under rules.

14. **RATES**

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the tender and must be offered conforming to the following: -

Signature of Tenderer with seal

- (a) Delivery should be given at stores of Purchasing Officers situated at different place in Rajasthan and rate must be quoted accordingly, The department will pay no cartage or transportation charge.
- (b) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except Sales Tax/VAT. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (c) Only Sales Tax/VAT and surcharge if applicable will be paid over net rate.
- (d) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in the appropriate column of the Catalogue. In the event of any subsequent variation (increase or decrease) in excise duty and sales tax/VAT by the government (State or central) the same will be modified accordingly.
- (e) Other statutory increase or decrease shall be agreed upon mutually between government and contractor and revised rate shall be applicable to Purchase order received by the contractor on or subsequent to the date of such increase/decrease in government duty.
- (f) The rates should be confined as far as possible to the packing units mentioned in the catalogue and different rate for different packing should be avoided.
- (g) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors and/ or overwriting, Corrections if any should be made clearly and initialed with dates. Element of the Rajasthan Sales Tax/VAT or Central Sales Tax should be mentioned separately.
- (h) **(i) No paper should be detached from the tender form.**
(ii) The tenderer shall sign with seal on every page of the tender form and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.
- (i) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejected without notice.

15. **TAX**

Only one kind of the sales tax will be payable whether Rajasthan Sales Tax (VAT) or Central Sales Tax depending on the relative station of supply as the case may be, Since, the department is eligible to issue Form D, Central Sales Tax will be payable at the concessional rates prevailing during the period of the tender.

16. **SAMPLES**

- (a) No need of submission of samples of quoted items which are covered under Drug & Cosmetic Act 1940 & Rules thereof.
- (b) Sample of quoted items which are not covered under Drug & Cosmetic Act & Rules must be submitted on demand alongwith a copy of test report in respect of brand and specifications of quoted items. If tenderer fails to submit sample & the test report, tender will be rejected. The department shall retain samples and shall not be responsible for any damage, wear and tear or loss during the courses of testing/ examination etc.

Signature of Tenderer with seal

17. (A) Successful tenderers will have to execute an agreement on a Non Judicial Stamp Paper as under :-

1.	If The tender value is not more than Rs. 10.00 lacs	Rs. 500/- (Rs. Five hundred only)
2.	The tender value more than Rs. 10.00 lacs but not more than Rs. 50.00 lacs.	Rs. 1000/- (Rs. One thousand only)
3.	The tender value more than Rs. 50.00 Lacs.	Rs. 5000/- (Rs. Five thousand only).

in the prescribed form with the Director, Medical & Health Services, Rajasthan, Jaipur within 15 days from the date on which the acceptance of the tender, under Registered post, is communicated to him.

(B) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

(C) Central and Rajasthan State Government Undertakings need not furnish amount of Security Deposit.

18. **SUPPLY ORDERS**

(a) *All the supply orders will be placed to the approved supplier only (and not Agents/Suppliers/Distributors etc.) by various purchasing officers of the Department through registered post only and the date of registration at the post office will be treated as the date of order for calculating the period of execution. The supplying firms will execute all orders within the period as mentioned below: -*

S. No.	Value of Single order	Supply period
i.	For Rs. upto 25 lacs	30 days
ii.	For Rs. upto 50 Lacs	45 days
iii.	Above 50 Lacs	60 days

(b) Material delivered at the destination store should be accompanied with test report for the same batch. The purchasing officer will be free to exercise the option of sending any supplies of drugs and medicines for testing to any laboratory at the cost of the supplier.

19. Subletting or assigning contract to third party is prohibited. In the event of Tenderer violating this condition, the Director of Medicals and Health Rajasthan, Jaipur shall be at liberty to place the contract elsewhere on the Tenderer's account and at his risk. The tenderer shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

20. **LIQUIDATED DAMAGES**

(A) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Tenderer shall arrange supplies within the period on receipt of order from the Purchasing Officers.

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

(i)	Delay up to one- fourth period of the prescribed Delivery Period -	2.5%
(ii)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period -	5%
(iii)	Delay exceeding half but not exceeding three- fourth of the prescribed delivery period -	7.5%
(iv)	Delay exceeding three- fourth of the prescribed period -	10%

(C) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.

(D) The maximum amount of agreed liquidated damage shall be 10%.

Signature of Tenderer with seal

- (E) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, who has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (F) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the tenderer, the extension in delivery period may be granted without Liquidated Damage.
- (G) If the tenderer is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the tenderer on his (i.e., Tenderers) account and risk. The tenderer shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the tenderer. The tenderer shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the tenderer under this or any other contract with the government. If recovery is not possible from the bill and the tenderer fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the tenderer shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders within fifteen days from the date of despatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period.

NOTE:- It is clarified that Purchasing Officers may, if necessary, resort to risk purchase without granting any extension.

GENERAL CONDITIONS

- 21. All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement. The supply shall be of the best quality to be substantiated by documents. The decision of DM&HS as to the quality of stores be final and binding upon the tenderer. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- 22. The tenderer must remove rejected articles from the destination where they lie within 30 days from the date of information of rejection. The officials will take reasonable care of such materials but will not be responsible for any loss or damage that may occur to while it is on their premises.
- 23. The tenderer shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the tenderer shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

Signature of Tenderer with seal

24. (i) Tenderers are requested to send with tenders, printed descriptive literature of the quoted items.
(ii) If tenderer supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should send copies of purchase orders, invoices and rate contract with tenderer.
25. Remittance charges on payment made to the firms will be borne by the firms.
26. All correspondence in this connection should be addressed to the Secretary, Store Purchase Organisation, Directorate of Medical & Health (PH) Services, Tilak Marg, C-Scheme, Rajasthan, Jaipur. Technical questions should be referred to the Director, Medical and Health Services (PH), Rajasthan, Jaipur directly through correspondence or by personal contact.
27. (a) Direct or indirect canvassing on the part of Tenderers or their representative shall disqualify their tenders.
(b) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-
 - (i) fails to execute a contract or fails to execute it satisfactorily ;
 - (ii) no longer has the technical staff or equipment considered necessary ;
 - (iii) 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 ;
 - (iv) the firm is suspected to be doubtful loyalty to state ;
 - (v) the state bureau of investigation or any other investigating agency recommends such a course in respect of a case under investigation ;
 - (vi) Director (PH) Medical & Health Services, Rajasthan, 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 it banned.
28. Validity :- Tenders shall be valid for a period of six months from the date of opening of tender.
29. The Department reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has quoted/submitted.
30. The Tenderer shall furnish the following documents at the time of execution of agreement :-
 - (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.
31. The Store Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved with the Director of Medical & Health Services, Rajasthan, Jaipur.
32. The Director, Medical and Health Services Rajasthan can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by him, but not exceeding six months, for which the tenderer will have to abide. However the extension beyond six months can be granted on mutual consent.

Signature of Tenderer with seal

33. The contract for the supply can be repudiated at any time by the Director, Medical and Health Services, Rajasthan, Jaipur if the supplies are not made to his satisfaction after giving an opportunity to the Tenderer of being heard and after reasons for repudiation being recorded by him in writing.
34. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
35. The tenderer must sign at the below of Terms & Conditions agreeing to/abiding by all conditions of the tender and accept them in toto.
36. **FALL CLAUSE**
The prices charged for the Store supplies under the contract by successful Tenderer shall in no event exceed the lowest price at which the successful Tenderer sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Secretary Store Purchase Organization, Medical & Health Services, Rajasthan, Jaipur and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
37. (a) Articles rejected by the purchasing officer will have to be replaced by the tenderer at his own cost within the time limit fixed by the purchasing officer.
(b) If however, due to exigencies of government work such replacement either in whole or in part is not considered feasible, the Store Purchase committee, after giving opportunity to the tenderer of being heard, shall for reasons to be record, deduct a suitable amount from the rates. His decision in this matter will be final. Expenses on Laboratory tests of items supplied shall have to be borne by the suppliers.
38. Legal proceeding if any arising out of the Tender shall have to be lodged in courts situated in Jaipur City only.
39. The Stores purchase Committee can relax the terms and conditions in the exigency of the department work. In case of urgency the Terms & Conditions will be relaxed by the Director (PH), Medical & Health Services, Rajasthan Jaipur.
40. Labeling & Packing will be must as per Drug & Cosmetic Act 1940 & rules made there under.
41. Must follow Drug Price Control Order 1995 and other directive issued by the Central Government thereof.

Director (PH),
Medical and Health Services
Rajasthan, Jaipur,

I/We have read the above terms and conditions and I/We agree to abide by the same.

Signature of Tenderer with seal

Anneuxre-C

Government of Rajasthan
Directorate of Medical & Health Services, Swasthya Bhawan,
Tilak Marg, C-Scheme, Rajasthan, Jaipur

Tender catalogue for Part-A (Drugs & Medicines) Section- (.....)
rate contract period ending on

ILLEGIBLE HANDWRITING IS LIKELY TO RENDER TENDER INVALID
BETTER USE COMPUTER

Cat. No.	Name of item with specification	Approx. Qty.	Packing unit required	Brand	Rate		VAT	Excise duty if included in the net rate@	Sr. No. of Product with mfg. license no. with date where in such product has been allowed for mfg.
					In words	In figures			
1	2	3	4	5	6	7	8	9	10

Performa of Declaration of Sub-Standard Drugs
(on non-judicial stamp paper worth Rs. 100/-)

We (Name of firm) do hereby declare that the quoted product Manufactured/supplied by us during the last five years have not been declared of sub-standard quality in the entire country.

Place :

Signature of Authorized Signatory

Date :

Name of Signatory

Designation with Seal

Annexure-E

Performa of Declaration of Non-Spurious Drugs
(on non-judicial stamp paper worth Rs. 100/-)

*We (Name of firm) do hereby declare that the
Drugs & Medicines Manufactured/supplied by us during the last five years have
not been declared of spurious quality in the entire country.*

Place :

Signature of Authorized Signatory

Date :

Name of Signatory

Designation with Seal

OFFICE OF THE -----

GOOD MANUFACTURING PRACTICES CERTIFICATE

M/s -----

are holding valide licence (s) bearing No.(s) -----

in form No. 25 -----/ in Form No. 28-----

issued on date -----and are renewed up to -----

to manufacture the following category (ies) of drugs:

- 1.
- 2.
- 3.
- 4.
- 5.

The firm is observing **GOOD MANUFACTURING PRACTICES** in manufacture and quality control as per revised Schedule "M" of Drugs and Cosmetices Rules 1945.

This Certificate is valid upto -----

Date

NAME
LICENCING AUTHORITY
PLACE WITH SEAL

Undertaking for Installed Manufacturing capacity certificate

We (Name of firm) do hereby undertake that we have installed manufacturing capacity of each quoted items in the tender has detailed below :-

<i>S. No.</i>	<i>Cat. No.</i>	<i>Quoted Item</i>	<i>Capacity Annually/ monthly per shift in Nos. (Tick whichever is applicable)</i>

Place :

Signature of Authorized Signatory

Date :

Name of Signatory

Designation with Seal

**Directorate of Medical & Health Services,
Swasthya Bhawan, Tilak Marg, C-Scheme
Rajasthan, Jaipur**

**Tel. No. 0141-2229858
0141-2226100
Fax No. 0141-2225334
0141-2229858**

**RATE CONTRACT (2006-08) FOR THE SUPPLY OF
DRUGS & MEDICINES**

NIT (BID) REFERENCE :

DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT :

LAST DATE FOR SALE OF TENDER DOCUMENT :

LAST DATE & TIME FOR RECEIPT OF TENDERS :

DATE & TIME OF OPENING OF TENDERS :

PLACE OF OPENING OF TENDERS :

ADDRESS FOR COMMUNICATION : DIRECTOR MEDICAL & HEALTH (PH)
SWASTHYA BHAWAN, TILAK MARG,
C-SCHEME, JAIPUR (RAJ.) PIN. 302005