



Rajasthan Drugs & Pharmaceuticals Ltd

(A Govt. of India Enterprise)

Road No. 12 V.K.I. Area, Jaipur-302013

Contact No.- 0141-4107104, 4027178 Fax No.-0141-4107101

www.rdpl-india.in

Notice inviting e-Tender

Tender Ref. No. – RDPL/ TKLL/VET/2014/001

Dated- 01/02/2014

Sub:- NleT for Rate Contract (one year) for Manufacturing and supply of Veterinary Medicines/Feed Supplements on Loan Licence Turn key Basis/Marketing by arrangement.

e-Tenders are invited through <https://eprocure.gov.in/eprocure/app> for Rate Contract for Manufacturing and supply of Veterinary Medicines/Feed Supplements from reputed and financially sound manufacturers having GMP and meeting requirements of Schedule 'M' with minimum five years standing and annual turnover of at least Rs. 5 Crore **on Loan Licence Turn key basis/marketing by arrangement** meeting our Pre Qualification Eligibility Criteria as given in **Annexure A** along with Important documents to be submitted in **Annexure B** as per our terms & conditions stated in **Annexure C** for supply of items & meeting our technical specification mentioned in **Annexure-D**.

Technical Bids are invited in **Annexure I** (Performa of Technical Bid Document to be uploaded by bidders in part 1 Online & Financial Bid in BOQ (read **Annexure – II**) in part 2.

This will be running contract for a "period of one year ". All the tenderers must read the full tender document very carefully. In case of any deviation from tender document instructions, the offers will be rejected. RDPL reserves all rights to accept or reject any of the offers in full or in part without assigning any reason.



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About RDPL:

Rajasthan Drugs & Pharmaceuticals Limited is **profit making** Central Public Sector Enterprise. Company has started his commercial production in April 1981. Company has its Manufacturing Unit & registered office at VKI Area, Jaipur (Rajasthan). RDPL is a Government of India enterprise under the administrative control of Department of Pharmaceuticals, Ministry of chemicals & fertilizers, Government of India. It is co-promoted by Government of Rajasthan (49%) through Rajasthan Industrial & Investment Corporation (RIICO).

Company is schedule 'M' Compliant having manufacturing facility of Tablets, Capsules, Liquids, Powder & Ophthalmic. RDPL is a professionally managed, multi-Location company with businesses spanning in pharmaceuticals products. Please visit www.rdpl-india.in for more details of RDPL.

Government of India has approved PPP (Pharmaceutical Purchase Policy) for five year and NPPA approved rate of 103 products with various packsize. RDPL is major supplier of medicine to Govt. Institutions i.e. RMSC (Rajasthan Medical Services Corporation), E.S.I.C, AP Govt. Corporation, Defense, Railways etc.

Tender Inviting Authority

For Rajasthan Drugs & Pharmaceuticals Ltd.
Sanjay Mishra
Manager (Materials)



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Important Details:

1. Tender Fee : 500/- (Five hundred only)

2. EMD : Rs.100000/- (Rupees One Lakh Only)

(Scanned copy (proof) must be submitted with Part 1: “EMD” & “Technical Bid” online of Rs 100500/- One lakh five hundred Only (Tender Fee + EMD) Through NEFT.

3. Tender Submission Last Date & Time: 12/02/2014 , 4:15 PM

4. Technical Bid Opening Date & Time: , 12/02/2014, 4:20 PM

LIST OF ANNEXURES

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ANNEXURE-A

Pre Qualification Eligibility Criteria For Bidders

(Documentary evidence submitted with Annexure – I online with technical bid Part 1)

S. No.	Eligibility Criteria
1.	Should have minimum five years manufacturing experience and annual turnover of Rs. 5 crores during last three years. Enclose the copy of Last three year balance sheet. & copy manufacturing licence.
2.	Should have valid Scheduled- M (GMP) certificate. Enclose copy of GMP certificate.
3.	Should have minimum three years manufacturing & marketing experience for respective products required to be manufactured for RDPL. Enclose copy of certificate of manufacturing license of quoted products.



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ANNEXURE-B

Important Documents (mandatory) to be submitted with Annexure –I online in technical bid Part 1

S. No.	List of Documents
1.	Details of plant & machineries, quality control equipments, etc. need to be furnished.
2.	Site master plan along with details of QC, QA and number of technical persons working need to be furnished.
3.	Latest non-conviction certificate obtained from the respective State Drugs Controller to be given.
4.	Statement of products (with details) declared sub-standard by the State Drugs Controller during last three years with reasons and also action taken by the Drugs Control Authorities and subsequent steps initiated by manufacturer.
5.	Vendors list of API and primary packing materials.
6.	Installed capacity of manufacturer duly certified by chartered Accountants. (Unit wise).
7.	Samples for products sent (to be manufactured on loan/license basis) to RDPL, Road no 12, VKI Area, Jaipur by post. (must reach within 7 days from the date of bid closing date)
8.	Audited balance sheets for last three years.
9.	Latest income-tax return/clearance certificate.
10.	Details of facilities being availed from the Bank (i.e. working capital limits, etc.) along with name and address of the Bank and mode of Account being operated.
11.	Sales tax clearance certificate.
12.	Letter of creditworthiness from the Bank.
13.	Copy of Memorandum & Articles of Association (copy of partnership deed in case of firm) with list of Directors/ partners/proprietor.
14.	Guarantee certificate/ Affidavit as per annexure-II on Rs.100/- non judicial stamp paper duly notarized.
15.	Details of existing R/C if any with any buyers/PSUs.



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ANNEXURE-C

Terms & Conditions

1. **Tender Fee + Earnest Money Deposit** : Tender Fee Rs 500/- + EMD Rs 100000/- = Rs 100500/- (Rupees One Lakh Five hundred only) (Scanned copy (proof) of NEFT must be submitted with Part 1: "EMD" & "Technical Bid" online).

Bank Name: Bank of Baroda, Road No. 5, VKI Area, Jaipur

A/c No: 07100500000027

IFSC Code: BARB0INDJAI (Fifth Letter Is zero "0")

Account Holder's Name: Rajasthan Drugs & Pharmaceuticals Ltd.

2. Rates:-

- I. The rates for supply of each item of Veterinary Medicines/Feed Supplements as specified in **ANNEXURE-D** should be quoted in BOQ online.
- II. All the items, as mentioned in Annexure D are required to be manufactured on Loan Licence of RDPL (Turnkey)/ marketing by arrangement. RDPL shall obtain loan licence as applicable from respective Drugs Control Authorities and the tenderer will have to provide necessary assistance/ facilities, such as, storage place/obtaining wholesale license, etc being essential requirements for obtaining loan license under the Drugs & Cosmetic Act. The necessary production records / purchases records are required to be kept under the Drugs Act & Rules thereunder.
- III. The rates quoted should be on Turnkey basis i.e. It should include the cost of raw-material, packing material, conversion cost, testing expenses, freight & forwarding charges, insurance, Excise Duty, octroi and other levies as applicable. The rates quoted should be on the basis of F.O.R. RDPL works Jaipur It should also include charges for warranty and replacements,CST/VAT etc. as declared in BOQ.



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- IV. C Form : Since RDPL are eligible to issue C Form(if applicable), sales tax will be payable at the concessional rate prevailing during the period of the tender.
 - V. The price shall be kept valid for a period of minimum one year or extended period of rate contract from the date of signing the agreement under this contract. No other charges in addition will be payable on any account over and above the prices quoted.
 - VI. The rates quoted in an ambiguous manner will render the tender liable for rejection.
 - VII. The rates quoted by the tenderer shall remain fixed during the currency of the contract and not subject to variation on any account. Other terms of quotations not prescribed by RDPL may render the offer as rejected.
- 3. Samples** for products sent (to be manufactured on loan/license basis) to DCM(Works), Rajasthan Drugs & Pharmaceuticals Road no 12,VKI Area, Jaipur by post.(must reach within 7 days from the date of bid closing date).
- 4. Manufacturing Premises Inspection: Inspection will be carried out after opening of the technical bid by Technical Team of RDPL. Based on the technical team report bidders will qualified / disqualified in technical bid.**
- 5. Supply Conditions:**
1. Work Orders will be placed on the successful tenderer at the discretion of RDPL, indicating the formulations, quantities, packing, delivery schedule etc. as per terms received from any Govt. Agency for making supplies to them.
 2. Payment of all supplies made by Tenderer shall be made within 15 days from the date of receipt of sale realization from the Govt. Indenting Authority.
 3. The Veterinary Drugs and Feed Supplements supplied by manufacturer shall bear full shelf life from the date of supply as required under the applicable law.



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4. The Tenderer may also indicate the minimum batch size for each category of medicines and feed supplements to be supplied to enable RDPL to decide upon the ordering quantity.
5. The Tenderer must submit a Test Analysis Report from his own or a Govt. approved Lab for every batch of drug along with invoice.

6. Contract Award Criteria:

RDPL shall award the contract to the successful tenderer whose offer has been determined to be substantially responding in conformity with the conditions of tender and has been determined as the lowest evaluated offer in terms of price, etc provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. A tenderer with capability of rendering services as Marketing Associate on turnkey basis (as defined elsewhere) shall be preferred.

The tenderer is required to submit along with tender a Manufacturing Certificate for three years issued by the State Drug Controller in respect of items quoted by the tenderer as per Proforma given in ANNEXURE-I.

7. Rights to Accept or Reject any Offer:

RDPL reserves the right to accept or to reject any offer and **annul** the bidding process or to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected tenderer or any obligation to inform the affected tenderer(s) of the grounds for RDPL's action. RDPL is not bound to accept the lowest or any bid.

8. Agreement:

The successful tenderer shall have to sign an Agreement on Rs.100/- Non-judicial stamp paper, for the successful completion of contract within 15 days of the award of first work order.



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9. Security Deposits:

The successful tenderer shall be required to furnish a Bank Guarantee of 5% of order value subject to a minimum of Rs. 2.00 Lacs (Rupee Two Lac)

towards security deposit for successful performance of contract. The Bank Guarantee should be issued by a Nationalized Bank and same shall be retained by RDPL till the final fulfillment of the contract with validity for entire period of agreement plus expiry period of the medicines supplied i.e. for minimum validity of three years. If required, Supplier shall get the validity of the Bank Guarantee extended further up to the period covering the entire expiry period of the list of the medicines supplied by him at his cost and expenses.

10. Invocation of Bank Guarantee:

The bank guarantee shall be invoked by RDPL:

- I. If supplier fails to supply the quality medicines formulations within prescribed delivery period.
- II. If the supplier fails to replace the medicines within prescribed period where any supplies are found to be of inferior or of substandard quality.

11. Inspections & tests for control over quality of products supplied:

1. RDPL or its representative shall have the right to inspect and or to test the goods in conformity to the specified specifications at the cost of supplier.
2. The inspections and test of the goods may be conducted on the premises of supplier or at of the goods RDPL before dispatching the goods. The supplier shall make all reasonable testing facilities/ assistance available to the inspection team.
3. If any inspected or tested goods fail to conform to the said specifications, RDPL may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications/requirements free of cost to RDPL.



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4. The suppliers will be responsible for the quality of their products till their shelf life. If any product is declared substandard, it would be the responsibility of the party who has manufactured these medicines for prompt replacements of same and bear all expenses, damages, etc, towards the same whatsoever may be. The party has to submit an affidavit / guarantee in this regard in Annexure-III duly notarized by a Public Notary.
5. RDPL has right for medicines being supplied as per order to be got tested by any recognized testing laboratory at the cost of supplier, in addition to quality certificate provided by the supplier.
6. The supplier shall provide prescribed quantity of control samples to RDPL, Jaipur for all the batches manufactured & supplied, for its testing records.

12. Packing:

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit and for safe delivery to their final destination. The packing shall be sufficient to withstand, without limitation the rough handling during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, as given by RDPL.

13. Insurance:

The product under this contract shall be supplied on F.O.R. Destination basis however ,the goods supplied under the contract shall be fully insured for 110% value of the goods in Indian Rupee against any loss or damages, etc. in course of transit. Such insurance and claim compensation if any would be arranged by supplier itself.



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14. Delay in the supplies:

Delivery of the items / goods shall be made by the supplier within 30 days or in accordance with the conditions of the contract/work order at the time (s) and at the place (s) and in the manner specified in the tender documents and schedules and the orders to be placed. The supplier shall comply with the instructions of RDPL from time to time regarding safe transit of the goods.

Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to imposition of liquidated damages, unless an extension of time is agreed upon with or without the application of liquidated damages. The quantum of liquidated damages to be recovered from the supplier shall be equivalent to the amount RDPL pays to its purchaser of goods because of the delayed supplies and/or non-supplies thereof.

In case of abnormal delays, RDPL may cancel the contract or a portion thereof without entertaining any claim for compensation and, if so desired, purchase the stores not so delivered or other of a similar description at the risk and cost of the supplier.

RDPL shall forfeit the security deposit furnished by the contractor supplier by way of invoking Bank Guarantee in the event of delay in supply, short delivery, non-supply or any kind of breach of contract under all circumstances.

Where Tenderer fails to make supplies within stipulated period, RDPL is at liberty to make alternative purchase of items of drugs & medicines (for which the purchase orders have been placed) from any other source or open market at the cost and risk of Tenderer and in such cases RDPL has every right to recover the higher cost and other charges incurred and impose penalty as prescribed elsewhere in this Tender document.

The Tenderer shall take back drugs which are not utilized by RDPL within the shelf life period based on mutual agreement.



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15. Force-Majeure:

- (a) The supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for defaults if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of any events of force-majeure.
- (b) For purposes of the clause "FORCE-MAJEURE" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such event may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freights embargoes etc. However such events do not include the scarcity of raw-material, power cut, labour dispute/strike,raids.
- (c) If a force-majeure situation arises, the suppliers shall promptly notify RDPL in writing of such causes. Unless otherwise directed by RDPL in writing, the supplier shall continue to perform its obligation under the contract as far as practicable and shall seek all reasonable alternative means for performance not prevented by the force-majeure events.

16. Termination of Contract:

1. RDPL by written notice sent to the supplier may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for RDPL's convenience, the extent to which performance of the supplier under the contract is terminated and the date on which such termination becomes effective.
2. In case the supplier becomes bankrupt or otherwise insolvent, RDPL may at any time terminate the contract by giving written notice to the supplier. In this event termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue there after to RDPL.



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17. ARBITRATION –

Any dispute or difference which may arise between parties or their representatives out of or in connection with or with regard to the constructions, meaning and effect of this agreement or any party thereon or in respect of any sales, indent or supply under this agreement or any other matter, will be referred to arbitration, and the arbitration proceedings shall be held at Jaipur.

This agreement shall be deemed to be an agreement made in JAIPUR and any dispute or difference relating to the technical, commercial, accounting or otherwise questions etc., if any shall be unless settled amicably, be settled by referring the matter to ICADR (International Centre for Alternative Dispute Resolution) which has been established under the aegis of Ministry of Law and Justice, Govt. Of India for arbitration / Conciliation / Mediation in the event of dispute, instead of going to courts directly.

18. Payment:

On receipt of bill along with requisite statement from supplier, the payment shall be released within a period of 15 days **after to its realization from the respective Govt. Institution / Dept's./Hospitals/ Consignees to whom supplies were made.**

19. Validity:

This supply contract shall remain in force for a period of one year from the date of signing of Agreement between RDPL and the Supplier. The validity of letter of approval can be extended upto 3 months or less with mutual consent.

20. Deviation:

The supplier shall submit a deviation Statement in case the offer is submitted contrary to the tender's terms and conditions.



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For any further information please contact

Dy.Cheif Manager (Works) telephone numbers 0141-4107104/09414447450

Manager (IT) telephone numbers 0141-4027178 / 09460990566

Manager (Materials) telephone numbers 0141-4035468/ 09829108122



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ANNEXURE-E

Modalities for e-Tendering and Special Instructions

The following steps noted below shall be the general methodology for carrying out the process of procurement through the route of e-tendering:

1. It is mandatory for e-Tenderer to have a valid digital signature certificate issued by any of the valid Certifying Authority approved by Government of India for participation in e-Tendering event at the time of submission of offer. The cost of digital signature will be borne by respective Bidder.
2. Offer against the NIT has to be submitted online on e-Tender website <https://eprocure.gov.in/eprocure/app> with valid digital signature certificate. The bidder shall be required to submit their offers in 2 separate part- **(a) Part 1: “EMD” & “Technical Bid”** and **(b) “Price Bid”**.
3. **Submission of on-line Bid/Offers electronically against e-Tendering:** All interested bidder are requested to register themselves on <https://eprocure.gov.in/eprocure/app> with their digital signature certificate with the user ID for participation in the tender. Kindly refer **bidders manual kit** available on bidders section on above mentioned website for details procedure for bid submission of bidders can take help of our **Helpdesk Center (1800 233 7315)** for registration and bid submission procedures.
4. The Technical Bid and Price Bid have to be submitted online only. EMD amount should be remitted online through NEFT. Scanned copy must be submitted with **Part 1: “EMD” & “Technical Bid”** online.
5. It is advised that the bidder upload small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-Tendering site. Standard documents required for tender can be uploaded in **“My space”** facility in your account.
6. The Part-1 of the online offer, EMD & Technical Bid, shall be opened as per the date and time mentioned in the NIT.



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7. The Technical Bid opened shall be scrutinized for technical acceptability criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.
8. The offers which meet the requirement, technical shall be eligible for further consideration.
9. **Price bid** shall be opened for those bidders who qualify the technical bid. The offers will be evaluated as per the evaluation procedure given in BOQ (Price Bid sheet). Please read instructions given Annexure - II before submission of Price bid i.e. BOQ (spread sheet).



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ANNEXURE-II

Instructions for Price Bid-BOQ Submission-Financial Bid

Please Read following Instructions before filling & Submission of BOQ sheet.

1. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.
2. Kindly fill data in fields of 'BOQ Sheet' as per following instructions only:
 - a. **Bidder Name:** Kindly put complete name of bidding firm/company.
 - b. **Basic Price** (Column 5): Kindly put 'Basic Price' for unit quantity required in white cell in front of each item you want to quote only. Basic price is Rs. Including Excise duty. Excise Duty must be including basic excise,edu.cess,higher edu cess.
 - c. **CST(if any)** (Column 6): : This field is applicable for suppliers supplying materials from outside Rajasthan against Form C, kindly put amount in rupees. Do not put % in the field.
 - d. **VAT (if any)** (Column 7):: This field is applicable for supplier supplying materials from within Rajasthan State, kindly put amount in rupees. Do not put % in the field.
 - e. **Less for VAT (if any)** (Column 8):: Put the for availing VAT by RDPL with reference to amount filled in VAT column. (it will automatically subtracted in column no 9)
3. Please note that lowest bidder (L1) will be decided based total evaluated cost shown in last column no 9.
4. After feeding all amount in fields, press Validate button for checking for errors. If error is reported then fill it again correctly.



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5. Please save your Duly Filled BOQ sheet (price bid) without changing name and format and upload this completed BOQ sheet in Financial Bid (Part II) Online on website.
6. For any queries and help please **CPP Helpdesk Center (1800 233 7315)** or **RDPL helpdesk number 0141-4027178** or **C.S. Devra, Manager (IT) – Mobile No. 09460990566.**

END OF DOCUMENT