



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/ MAT/2014-15/PM-01

Dated- 19/05/2014

Sub:- NleT for supply (Rate Contract for one year) of PVC/PVDC Film.

e-Tenders are invited through <https://eprocure.gov.in/eprocure/app> for supply of **PVC/PVDC Film**, quantity as per enclosed **Annexure-A** from reputed manufacturers/suppliers meeting our technical specification as mention **Annexure-B** and our terms & condition stated in **Annexure-C**.

About RDPL:

Rajasthan Drugs & Pharmaceuticals Ltd (A Govt of India Enterprise) is **profit making** Central Public Sector Enterprise. Company has started his commercial production in April 1981. Company has its own Manufacturing Unit & registered office at Road No 12, 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 facilities of Tablets, Capsules, Liquids, Powder & Ophthalmic. RDPL is a professionally managed 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. RDPL is major supplier of medicine to Govt. Institutions i.e. RMSC (Rajasthan Medical Services Corporation), E.S.I.C, AP Govt. Corporation, Defense, MSD, Railways etc.

Tender Inviting Authority
Sanjay Mishra
Manager (Materials)



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Important Details:

1. **Tender Fee : Rs 500/-**

2. **EMD : Rs 50000/- (Fifty Thousand Only)**

(Scanned copy (proof) must be submitted with Part 1: "EMD" & "Technical Bid" online of Rs 50500/- Fifty Thousand Five hundred Only (Tender Fee + EMD) Through NEFT.

3. **Tender Submission Last Date & Time: 28/05/2014, 4:15 PM**

4. **Technical Bid Opening Date & Time: 28/05/2014, 4:20 PM**

LIST OF ANNEXURE

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ANNEXURE-A

Quantity Required

S. No.	Item Name	Approximate Required Qty per annum (MT)	
250 micro PVC rigid film in various colour and sizes			
1.	P.V.C. Milky/White 160 mm	100 MT	
2.	P.V.C. Milky/White 208 mm		
3.	P.V.C. Dark/Amber 208 mm		
4.	P.V.C. Dark/Amber 148 mm		
5.	P.V.C. Clear Colour 148 mm		
6.	P.V.C. Dark Amber 168 mm		
7.	P.V.C. Dark Amber 180 mm		
8.	P.V.C. Dark Amber 160 mm		
9.	P.V.C. Milky/White 168 mm		
250/60 PVDC Coated PVC rigid film in various colour & sizes			
10.	P.V.D.C. Clear Colour 140 mm		
11.	P.V.D.C. Clear Colour 160 mm		
12.	P.V.D.C. Dark Amber 160 mm		
13.	P.V.D.C. Dark Amber 180 mm		
14.	P.V.D.C. Dark Amber 188 mm		
15.	P.V.D.C. Dark Amber 208 mm		
16.	P.V.D.C. Dark Amber 148 mm		
17.	P.V.D.C. Dark Amber 168 mm		

Technical Specifications

1. Specification of PVC/PVDC Film

Thickness of film for PVC	250 micron
Thickness of film for PVDC	250 micron PVC 60 micron PVDC
Glass clear, Amber coloured, Transparent, Opaque & milky white	
Forming Temperature	130°C - 170°C
Core ID/OD	75mm/90mm



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ANNEXURE-B

Technical Bid Document

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

S. No.	Particulars
1.	Whether manufacturer (Yes/No) If no, whether manufacturer's authorization form as per format given annexure – I
2.	Please furnish experience and past performance of supplies of similar nature within the past five years under the headings of "Client name, Purchase Order No. & date, Contract period and value of supplies made". (Attach copies of purchase order and performance certificates) as per format given in annexure - I.
3.	Please furnish details of current supply orders in hand and other headings "Client name, Purchase Order No. & date, value of purchase order, to be completed by." as per format given in annexure - I.
4.	Please furnish P&L statement and balance sheet and auditor's report submitted for last three years.



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ANNEXURE-C

Terms & Conditions

- 1. Tender Fee + Earnest Money Deposit:** Tender Fee Rs 500/- + EMD Rs 50000/- = Rs 50500/- (Rupees Fifty Thousand 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. EARENEST MONEY DEPOSIT:** Earnest Money Deposit will be: Rs 50000/- (Rupees Fifty Thousand). Offers not accompanied with Earnest Money Deposit of the said amount will not be considered for technical Bid. This amount will be forfeited, if (being selected by RDPL as successful bidder) the Bidder refuses to accept Rate Contract or having accepted the Rate Contract, fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of Earnest Money Deposit will not be accepted. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded within month to the unsuccessful Bidder. The Earnest Money will be converted to security deposit in case of successful bidder and will remain deposited with Rajasthan Drugs & Pharmaceuticals Ltd till the end of one year warranty in an interest free form.
- 3. SECURITY DEPOSIT:** The successful bidder to whom the tender is awarded shall deposit an Initial Security Deposit performance guarantee by Bank Demand Draft/Bank Guarantee a sum to make up 5% (Total value of Rate Contract Awarded) drawn in favor of RDPL payable at Jaipur for a contract period from date of Rate Contract after the appropriation of the Earnest warranty period Money Deposited by him. No interest shall be paid on this Security Deposit. The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Vendor's failure to observe any terms of this tender / or non-compliance with the conditions of the tender.



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4. **Rates** should be quoted as F.O.R. Jaipur at RDPL, Road No. 12 VKI area, Jaipur. All expense like Packing, Forwarding, Insurance, Cartage and freight, Octori, Loading/Unloading shall be borne by the suppliers.
5. **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.
6. **Excise Duty**: Excise duty must be shown separately in the event of any subsequent increase/decrease in these charge by the government (state/central) , The same will be considered. However, the increased excise duty due to change in slab on higher turnover shall be payable by the tenderer.
7. **Validity of Rate Contract**: The validity of letter of approval can be extended upto 3 months or less which mutual consent. The Tenderer are required to note that purchase order released by the RDPL 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 them.
8. **Payment Terms**: - Payment will be made within 90 days from date of receiving the materials at RDPL.
9. It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and specifications.
10. **RDPL reserves the right to select one or more firms for supply of tendered item(s) for operational flexibility, consistent and regular supplies** etc.. Normally this shall be done at the rates of the qualified lowest. RDPL also reserves the right to asked the rate match with L1 during negotiation with L2 & L3 and allocate the quantities in the ratio appropriate with higher weightage to the qualified lowest tenderer. Such **ratio could be 40:30:30**- higher/greater part being that for the lowest. The ratio can be changed anytime on the basis of quality/services/ other terms & conditions as given in the tender/Rate Approval Letter.
11. **Manufacturing Premises Inspection**: RDPL reserve the rights to inspect manufacturing premises and verify the submitted documents after opening the



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technical bid and before opening the financial bid. On the basis of inspection report RDPL may reject/accept the technical bid submitted by bidders.

12. RDPL also reserves the right to approve more than one supplier at different rates. The party other than the lowest shall be termed as alternate supplier(s). Purchase Orders on such alternate supplier(s) shall be placed on failure of the approved suppliers on account of non-conformance to the prescribed quality/services/ other terms & conditions as given in the tender/Rate Approval Letter. This shall be deemed risk purchase and provisions given therein shall apply accordingly.

13. Risk Purchase: - Non supply or failure to supply the materials within specified period in P.O. shall cause risk purchase by RDPL. Purchases made by the RDPL due to non supply of goods in specified period (as mention in P.O) shall be at risk and cost of successful suppliers. RDPL has the right to recover the cost damages incurred from defaulters/supplies. However no financial advantage shall be passed on to supplier if goods purchased at lower rates.

14. Liquidity Damage: Liquidity Damages will be recovered for the days in excess of the period prescribed for the supply. It will also be open to the RDPL to return the goods, which are delivered later then the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.

In case risk purchase are not effected for any reasons and approved supplier supplies the goods beyond the prescribed time which i.e after expiry of the scheduled time and if such delayed supplies are accepted by the RDPL such late receipt of goods shall be subject to late penalty at the following rate.

(a) Upto 2 days 1 % **(b)** 3 to 5 days 2 % **(c)** 6 to 10 days 5%

15. Rejection: RDPL reserve the right to reject the material either in full or in part, if at the time of delivery. It is noticed that the material supplied due not confirm to the description and quality stipulated as specification to the tender. In such event RDPL will inform the supplier immediately after such defect / quality problem is noticed by its Materials / Quality control / Quality Assurance / Production deptt.



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If on rejection by RDPL the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to

- a) Allow the supplier to submit replacement of those rejected, within a specified time, the supplier bearing the cost, if any, on such replacement, without being entitled to any extra payment on the account.
- b) If the supply will be rejected by our quality control department, intimation will be sent by mail/letter to supplier/manufacturer and supplier is liable to send the similar quality with fresh material though it is a printed material so the rejected quality of material will not be return back to the supplier.
- c) Purchase of quantity of the rejected or other of a similar description (which do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further installment due under the contract.
- d) Cancel the contract and purchase of items or other of a similar description (which do not comply with the particulars, in the opinion of the buyer) which shall be finally at the risk and cost of the supplier.
- e) If however, due to exigencies of the plant, such replacement either in whole or in part is not considered feasible, plant shall be at liberty to use such liberty to use such material and deduct suitable amount not exceeding 5% of the value of the material used from the approved rates. However, the suitability of such material being fit for use will be subject to clearance by Quality Control deptt, RDPL. Further, in such situation the plant shall inform the supplier regarding such decision at the earliest and will give an opportunity to the supplier for being heard and the reasons for such deductions will be communicated.

16. The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events.

- a) If the supplier, a firm or any partner thereof shall be at that time adjudged insolvent or shall have a receiving order or order for administration of made against his or shall take any proceedings for composition under any Insolvency Act for the time, being in force, to make any convenience or assignment of his



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assets or enter into any arrangement or composition with his creditors or suspend payment, if the firm is dissolved under the partnership act., or,

b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver/ liquidator or Manager or on behalf of the Debenture holder is appointed or circumstances shall have arisen which entitled the Court to Debenture holders to appoint receiver, liquidator or Manager, or;

c) If the supplier commits any breach of the contract/herein not specifically provided that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter and provided also the suppliers shall be liable to pay the buyer for any extra expenditure, he is thereby put to and the supplier shall under no circumstances be entitled to any gain in repurchase.

17.All the documents and drawing supplied by the buyer must be treated as 'CONFIDENTIAL' must not be copied, reproduced, transmitted, or discussed otherwise in whole or part, not duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.

18.RDPL can inspect the works of the tenderer / approved supplier, with or without notice, in order to assess that the firm is having adequate infrastructure and facilities for the manufacture of the tendered item as per the quality specification/to check that the supplies are being made strictly as per our specifications.

19.The quantities mentioned in the tender are tentative and the actual quantities to be procured may vary upward or downward suiting to the actual requirements.

20.The design and art work shall have to be got approved from RDPL. No extra charges for art-work will be payable for art work mentioned in this tender document. Any change in design/colour scheme decided by RDPL any time during the contract period shall have to be implemented immediately.

21.RDPL also reserves the right to blacklist, if the performance of approved supplier with respect to quality and time of supply etc. is found unsatisfactory. RDPL also



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reserves the right to forfeit the Earnest Money/Security Deposits side by side to recovering other due amounts in any other way including legal recourse.

22. No item and condition in addition to the above mentioned will be agreed to. The conditional offer/price bid which reflect/ affect the price of quoted item shall be liable for rejection outrightly without any reference.

23. Insurance: The supplier shall arrange insurance coverage at its own cost according to the dispatch instructions issued by RDPL. Supplier should cover all dispatches. However, to avoid any complications that may arise at the time of settlement of the claim for the transit losses. It is proposed that the insurance coverage shall be arranged by the supplier as under

- a. The insurance coverage shall have to be arranged commencing from their warehouse/works to the RDPL, Road no 12 , VKI Area, Jaipur
- b. The cover provides the insurance shall be in such amount so as to allow complete replacement for any items loss or for its damages.

24. The manufacturer's name, name of Item, gross & tare weight etc must be mentioned clearly be depicted. on the labels foil rolls.

25. 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.



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26. Legal Proceedings: All disputes and legal proceeding arising out of this order shall be lodged and admissible in Jaipur courts only and not outside Jaipur.

27. Materials Packing: Suppliers must ensure that the materials should strictly confirm with the specification, tests and sizes etc mentioned in the purchase order. The materials should be properly packed so as to avoid loss, damage and other hazards of transportation.

28. Dispatch Advice & Documents: As soon as the consignment is delivered to the transporter a copy of consignment note, challan, delivery number etc. Including the order number and date should be sent immediately to the RDPL, Jaipur consignment should not be booked to self. Only on F.O.R our works, RDPL Jaipur.

29. Invoice/Bill :

- a) Invoice/Bill should be duly signed, clearly marked and properly made with regard to description, specification and quantity of goods. Invoice should be sent into triplicate to RDPL, Jaipur and must be pre-recepeited with Revenue stamp.
- b) Sales Tax Registration: Number should be printed on the Invoice/Bill; failing which no Sales-Tax will be paid.
- c) Invoice/Bill must indicate the number and date of consignment note or challan, including the name of carrier.
- d) Purchase order number and date should invariably be quoted by the supplier in all correspondence relating to supplies.

29. Damage/Shortage: Damage/shortage, if any, notified by the consignee will be reported to the supplier within a reasonable period. The suppliers shall be bound to arrange prompt replacement/rectifications on receipt of such intimation.

30. Acceptance of Delivery: The delivery of goods shall be deemed to be accepted only when the goods are declared “**Passed**” by our quality control department. The holding – up of goods for testing and inspection is not be regarded as exercising the right of ownership by purchaser.



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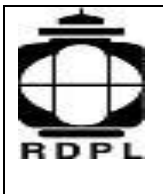
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31. **No price escalation:** The price escalation clause shall not be applicable during the rate contract period.
32. **Delivery Days :** Within 10 (Ten days) from date of order.



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ANNEXURE-D

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. You are requested to submit your offer on F.O.R RDPL, Road No. 12 VKI Area, Jaipur basis
3. **Payment Terms:** Within 90 days receiving the materials at RDPL.
4. 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 1 Kg quantity required in white cell in front of each item you want to quote only.
 - c. **Excise Duty** (Column 6): Kindly quote 'Excise Duty' Amount in Rupees, Please quote Excise duty inclusive of Education Cess & Higher Education cess. Do not put % in the field.
 - d. **CST(if any)** (Column 7) : 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.
 - e. **VAT (if any)** (Column 8): This field is applicable for supplier supplying materials from within Rajasthan State, kindly put amount in rupees. Do not put % in the field.
 - f. **Less for Cenvat Credit(if any)** (Column 9) : Put the amount for availing the cenvat by RDPL with reference to amount filled in Excise duty column.(it will automatically subtracted in column no 11)
 - g. **Less for VAT (if any)** (Column 10) : Put the for availing VAT by RDPL with reference to amount filled in VAT column. (it will automatically subtracted in column no 11)



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5. Please note that lowest bidder (L1) will be decided based total evaluated cost shown in last column no 11.
6. After feeding all amounts in fields, press Validate button for checking for errors. If error is reported then fill it again correctly.
7. **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.**
8. 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