

File No.:- BMSIC/40030/159-2024/4013

Date: -17/02/2025

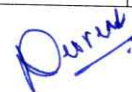
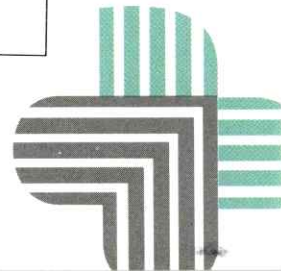
Order

M/s Yacca Lifesciences Pvt Ltd. situated at 156, Raipur, Bhagwanpur, Roorkee-247661 Uttarakhand, India. has participated in tender reference no.- **BMSIC/DRUGS/23-16** and was issued a Letter of Intent (LoI) vide letter no.- 8742 dated 18-01-2024 for submitting the requisite documents, security deposit, and to execute the Rate-Contract within 15 days from the date of receipt of the LoI for **Calcium Phosphate & Vitamin D3 Suspension-200ml**.

The firm signed an agreement with BMSICL on 07-02-2024. Subsequently, M/s M/s Yacca Lifesciences Pvt Ltd. was issued Purchase Orders for **Calcium Phosphate & Vitamin D3 Suspension-200ml** vide P.O. No. 10282401751 dated 23-07-2024 & 10282500095 dated 28.01.2025.

The following batches of **Calcium Phosphate & Vitamin D3 Suspension-200ml**, supplied to the Patna, Purnea, and Muzaffarpur warehouses of BMSICL against the above-mentioned Purchase Orders, were declared 'Not of Standard Quality' (NSQ) by BMSICL-empanelled Quality Testing Laboratories.

S.No	Batch No.	Date of issue	Name of the Drug	Reason of NSQ	Report
1.	4ATL042	28.09.2024	Calcium Phosphate & Vitamin D3 Suspension-200ml.	Failed in Microbial Contamination Parameter.	NSQ by BMSICL Empanelled Laboratory.
2.	4ATL041	19.09.2024			
3.	4ATL075	11.12.2024			
4.	4ATL082	11.12.2024			
5.	4ATL077	11.12.2024			
6.	4ATL065	06.12.2024			
7.	4ATL083	06.12.2024			
8.	4ATL079	06.12.2024			
9.	4ATL081	06.12.2024			
10.	4ATL059	04.12.2024			
11.	4ATL061	04.12.2024			
12.	4ATL056	04.12.2024			
13.	4ATL072	04.12.2024			
14.	4ATL068	03.12.2024			
15.	4ATL052	03.12.2024			
16.	4ATL058	03.12.2024			
17.	4ATL062	03.12.2024			
18.	4ATL046	03.12.2024			
19.	4ATL060	03.12.2024			
20.	4ATL064	05.12.2024			

21.	4ATL078	05.12.2024			
22.	4ATL073	16.12.2024.			
23.	4ATL080	16.12.2024			
24.	4ATL063	16.12.2024			
25.	4ATL076	16.12.2024			
26.	5ANL030	13.05.2025	Calcium Phosphate & Vitamin D3 Suspension-200ml.	Failed in Microbial Contamination. (Total Aerobic Bacterial Count).	NSQ by BMSICL Empanelled Laboratory.
27.	5ANL033	13.05.2025			
28.	5ANL035	13.05.2025			
29.	5ANL036	23.04.2025			
30.	5ANL032	23.04.2025			
31.	5ANL039	23.04.2025			
				Failed in Microbial Contamination. (Total Aerobic Bacterial Count and total Fungal Count).	NSQ by BMSICL Empanelled Laboratory.

BMSICL issued Show Cause Notices to the firm vide Letter Nos. **8950 dated 31-12-2024 & 2381 dated 03-06-2025**, regarding the above-mentioned failed batches of **Calcium Phosphate & Vitamin D3 Suspension-200ml** against which no reply has been received.

In order to ensure quality products for the people of State of Bihar, BMSICL asks for test/ analysis reports furnished by independent NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory/In House Quality Control Laboratory of all the batches of the Drugs supplied.

To ensure the quality of products for the people of the State of Bihar, post-shipment quality testing is also carried out by BMSICL, particularly for the procurement of drugs. The objective of post-shipment quality testing is to confirm that the drugs received by BMSICL meet the required quality standards for their intended use. This ensures compliance with the standards set by the procurement agency. As per Clause 24(c) of the Bid Document, *“Random samples of each supplied batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different BMSICL-empanelled laboratories.”*

2. As per Clause 20(a) of the Bid Document, *“The drugs supplied by the successful bidder shall be of the Standard Quality and shall comply with the specifications, stipulations and conditions specified under Drugs and Cosmetics Act and Rules there under and also should confirm to Terms and Conditions laid down in NIT and Rate Contract/agreement”*

3. As per Clause 24(c) of Bid Document, *“Random samples of each supplied batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different BMSICL empanelled laboratories.”*

4. Clause 24 (e) of the Tender Document is relevant for such cases which reads as follows: *“The Drugs shall be of standard quality throughout the shelf life period of the item. Samples can be drawn for quality testing periodically throughout the shelf life period. 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 and action will be taken as per tender clause.”*

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5. Clause 24(f) of the Tender Document is relevant for such cases which reads as follows: *"If the product/sample fails in quality test, every failed batch shall be taken back by the supplier at their own cost and BMSICL shall not be responsible for any damage during this period".*

6. Clause 24 (g) of the Tender Document is relevant for such cases which reads as follows: *"If a sample is found as not of standard quality by the Tender Inviting Authority, the distribution of NSQ batch will be frozen. The bidder will be liable for appropriate action as per the tender conditions and also for other legal actions under the Drugs & Cosmetics Act & Rules. The Tender Inviting Authority, at his discretion may terminate the Contract and in case of such termination, the supplier shall be liable for all losses sustained by the Tender Inviting Authority, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered from the Supplier as per the provisions of Law."*

7. Clause 27 B (1) of the Tender Document is relevant for such cases which reads as follows: *"Each and every batch of Drugs supplied by the supplier shall be subjected to quality test by the Empanelled laboratories as per the procedure adopted by BMSICL."*

8. Clause 27 B (3) of the Tender Document is relevant for such cases which reads as follows: *"If 3 batches of a particular item supplied by the supplier is reported to be failing in ASSAY content (above 50% but below prescribed limit) and /or other parameters, then the particular item of the firm shall be blacklisted for minimum of two years besides forfeiture of Security Deposit of that particular product(s)."*

9. Clause 27(C) of the Tender Document is relevant for such cases which reads as follows: *"The blacklisting of particular product or company/firm will be done without prejudice to other penalties 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. BMSICL will display names of such blacklisted product(s) and company/firm on its website for general notice."*

Thus, in light of the provisions contained in the Tender Document, the firm **M/s Yacca Lifesciences Pvt Ltd.**, situated at 156, Raipur, Bhagwanpur, Roorkee-247661 Uttarakhand, India., is hereby blacklisted for its quoted product, **Calcium Phosphate & Vitamin D3 Suspension-200ml**, for a period of two (02) years from the date of issuance of this order. Additionally, the security deposit for the said product shall be forfeited. All unexecuted Purchase Orders issued earlier shall also stand cancelled.


(Managing Director)

