

File No.: - BMSIC/40010/30-2023/

Date: / /2025

Order

M/s Martin & Brown Bio Sciences Pvt Ltd. situated at Village-Malkumajra Opp. Anapurna Hotel, PO Bhud, Tehsil Baddi District-Solan-173205. has participated in tender reference no.- BMSIC/DRUGS/23-05 and was issued a Letter of Intent (LoI) vide letter no.- 5333 dated 26.09.2023 for submitting the requisite documents, security deposit, and to execute the Rate-Contract within 10 days from the date of receipt of the LoI for **Aluminium hydroxide+Magnesiumhydroxide+Activated dimethicone(Antacid)-250mg+250mg+50mg per 5ml.**

The firm signed an agreement with BMSICL on 16.12.2023. Subsequently, **M/s Martin & Brown Bio Sciences Pvt Ltd** was issued Purchase Orders for **Aluminium hydroxide+ Magnesium hydroxide Activated dimethicone(Antacid)-250mg+250mg+50mg per 5ml.** Vide P.O. No. 10282401423 dated 20.07.2024.

The following batches of **Aluminium hydroxide+ Magnesium hydroxide+Activated dimethicone (Antacid)-250mg+250mg+50mg per 5ml.**, 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.	Name of the Drug	Reason of NSQ
1.	ML-24H52	Aluminium hydroxide+ Magnesium hydroxide Activated dimethicone (Antacid)- 250mg +250mg+50mg per 5ml.	Failed in Assay of Aluminium Hydroxide parameter.
2.	ML-24H37		
3	ML-24H56		
4	ML-24H77		
5	ML-24H53		
6	ML-24H49		
7	ML-24H59		
8	ML-24H54		
9	ML-24H61		
10	ML-24H55		
11	ML-24H46		
12	ML-24H48		
13	ML-24H63		
14	ML-24H72		
15	ML-24H70		
16	ML-24H66		
17	ML-24H83		
18	ML-24H80		
19	ML-24H74		
20	ML-24H67		
21	ML-24H68		
22	ML-24H64		
23	ML-24H51		
24	ML-24H44		
25	ML-24H66		
26	ML-24H78		
27	ML-24H58		
28	ML-24H89		

BMSICL issued Show Cause Notices to the firm vide Letter Nos. 7689 dated 27.11.2024 and Letter Nos. 10051 dated 27.01.2025. The firm submitted reply dated 03.12.2024; however, upon examination, it was found to be unsatisfactory.

Signature



The firm mentioned that they have not received any sample portion for comparison with the control sample, as required under sub-section (4) (ii) of Section 23 of the Drugs & Cosmetics Act, 1940. The firm also stated that they have checked and tested their control sample, and found all parameters to be within the specified limits of the I.P. 2022. They have requested the provision of raw data for the batches declared NSQ.

BMSICL-empanelled quality testing laboratories conduct drug tests as per the monographs specified in the Indian Pharmacopoeia (I.P.), and the methods used by the laboratories are in alignment with I.P. standards. 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."* Therefore, the provision of Section 23(4) is not applicable in this context.

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 read 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."*

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 read 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."*

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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."

10. Clause 2(b) & 2(g) of the agreement mentions that the complete tender document shall be deemed to form and be read and construed as part of this agreement, and as per Clause 5 (k) of the standard bid document, "affidavit declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per Annexure IV." The firm has submitted the concerned affidavit regarding acceptance of tender conditions in Annexure IV. The sample was sent for analysis as per Clause 24 (a) and (c) of the Bid document. As per Clause 27(B) (3) of the Bid document, more than 3 batches (total 28) have been declared as 'Not of Standard Quality' by the BMSICL empanelled Quality Testing Laboratories.

Thus, in light of the provisions contained in the Tender Document & contract agreement, the firm M/s Martin & Brown Bio Sciences Pvt Ltd, located at Village-Malkumajra Opp. Anapurna Hotel, PO- Bhud, Tehsil- Baddi, District-Solan-173205, is hereby Blacklisted for its quoted product, **Aluminium hydroxide+ Magnesium hydroxide+Activated dimethicone (Antacid)-250mg+250mg+50mg per 5ml** 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.

Sd/-
(Managing Director)

File No.: - BMSIC/40010/30-2023/

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Copy to: The Managing Director, M/s Martin & Brown Bio Sciences Pvt Ltd, for information and action.

Sd/-
(Managing Director)

Memo No. - BMSIC/40010/30-2023/ 4344

Date: 23/07/2025

Copy to:

1. The Additional Chief Secretary, Department of Health, Govt. of Bihar for kind information please.
2. Executive Director, State Health Society, Bihar for kind information please.
3. The CGM (Supply Chain), General Manager (Logistics), General Manager (Finance), BMSIC for information and necessary action. GM (Logistics) is requested to ensure publication of this order on the official website of BMSICL and Notice Board as well.
4. MD, All Medical Corporations and Procurement Agencies all over India for information and necessary action please.
5. CEO, Government e- Marketplace for information and necessary action please.
6. All Civil Surgeons, Bihar and Superintendents of all Govt. medical colleges and hospitals of Bihar for Information and necessary action.
7. All the concerned manufacturers having rate contract with BMSICL for information.


(Managing Director)

