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BID DOCUMENT FOR RATE CONTRACT AND SUPPLY OF DRUGS FOR DIFFERENT HEALTHCARE FACILITIES OF STATE OF BIHAR

(Tender Reference No.: BMSIC/DRUGS/21-08)

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BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED

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BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED TENDER FOR DRUGS FOR DIFFERENT HEALTHCARE FACILITIES OF STATE OF BIHAR

1. INTRODUCTION

Managing Director, Bihar Medical Services and Infrastructure Corporation Limited (Government of Bihar), (hereinafter referred as Tender Inviting Authority) invites Tender for the supply of Drugs for different healthcare facilities of state of Bihar. This tender is an e-tender and only online bid submission is possible.

2. TENDERING SYSTEM

The Bids are to be submitted in two Parts i.e.

I. Technical Bid

II. Financial Bid / Price Bid

The TECHNICAL BID shall contain the complete technical details of the firm and the documents to provide the eligibility and competency of the bidder and shall be submitted online only in the manner prescribed in Bid document.

The documents like Tender Document fee and EMD shall be submitted before the specified schedule at the office of BMSICL super scribed**, "Tender Document Fee & Earnest Money Deposit for Tender Reference No.-BMSIC/DRUGS/21-08 dated 20/07/2021 for the procurement of Drugs".** However hard copy of uploaded tender shall be provided by the bidder firm along-with the mandatory tender document fee and EMD for evaluation purpose only. This hard copy shall under no case substitute/modify the provisions of e-tender system.

a) The Financial Bid/Price Bid in the prescribed Performa shall be submitted online only. The price shall be quoted **on <u>basic units (Viz. per Vial/per tablet/per bottle/per tube/per pack/per ampoule etc.)</u>** mentioned in Financial Bid / Price Bid format and not in respect of any other supply units.

Explanation- For the purpose of quoting the price bid the basic units shall mean :- In case of Tablets- One tablet, In case of Capsule- One capsule, In case of Bottle- One bottle, In case of Vial-One Vial, In case of Ampoule- One Ampoule, In case of Pessaries-One Pessary, In case of Packets-One packets for powdery material only, In case of Sachets-One Sachets for powdery material, In case of Pieces- One piece, In case of Sets- One Sets, In case of Tubes- one tube, In case of Test Kit-One test Kit only And like wise.

b) The Tender has been called for in the generic names of Drugs and Testing Kits. The bidders should quote the rates for the drugs & Testing Kits in generic names. The products offered shall comply with the tender specifications given in Annexure-I. The supplier will have to print the Generic Name of the drug in more conspicuous manner than Trade Name, if any.

c) Rates (inclusive of packing & forwarding, transportation, handling, loading & unloading, insurance, and any incidental charges) excluding GST as per Financial Bid Sheet should be quoted for each drug "on door delivery basis" in the format given in price bid. Conditional bid shall not be accepted. The F O R shall be the different drug warehouses of BMSICL across the state of Bihar

d) The price quoted by the bidders must not exceed the ceiling price as fixed by NPPA (National Pharmaceutical Pricing Authority) as per the provisions of "Drugs Price Control Order" and the quoted rate should be at least 20% less than its MRP. In extraordinary case the Managing Director has discretion to take decision.

Explanation- In order to ensure procurement of the tendered drugs at the most appropriate and competitive rate, the bidders are directed to quote their lowest price as compared to the Rates provided to their respective Distributors/Dealers/ Wholesalers/Carrying and Forwarding Agents/Authorized depot sales point in the State of Bihar. A Notarized affidavit to this effect on a Rs 100/- Non-Judicial Stamp Paper should be submitted with the Bid in the prescribed format as mentioned in Annexure-X.

e) The bidder shall allow inspection of the factory at any time by an Expert/Official or by team of Experts/Officials of the Tender Inviting Authority. The bidder shall extend all assistance and cooperation to the team to enable to inspect the manufacturing unit, quality control measures adopted etc., in the manufacture of the drugs.

3. Minimum Eligibility Criteria (TECHNICAL BID -COVER "A")

Minimum Eligibility criteria along with list of documents to be submitted in Cover 'A'. Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid (Cover-'A') in support of their eligibility for the tender.

a) Tender Fee (Non –Refundable) of Rs 10,000/- in form of Demand Draft drawn in Favor of "**Managing Director, Bihar Medical Services and Infrastructure Corporation Limited**" payable at Patna. This fee is payable only once for one tender irrespective of items contained therein.

b) Bidder are required to submit Earnest Money Deposit in the form of Demand Draft / Bank Guarantee drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna as per following table :-

S.N.	No. of items quoted	EMD Amount
1	Upto 5 items	Rs1,00,000/- (One Lakh only)
2	For 6 to 10 items	Rs 2,00,000/- (Two Lakh only)
3	For 11 to 15 items	Rs 3,00,000/- (Three Lakh only)
4	For 16 to 20 items	Rs 4,00,000/- (Four Lakh only)
5	More than 20 items	Rs 5,00,000/- (Five Lakh only)

c) Documentary evidence of the constitution of the company/firm/Proprietorship such as Memorandum and Articles of Association, Partnership Deed etc. should be submitted with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be submitted.

d) The details of Bidder Name, Address, Telephone Number, Fax. Number, e-mail address of the bidder and of the Managing Director / Partners / Proprietor should be submitted in Annexure-V.

e) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm to sign the documents should be submitted.

f) Bidders must have: -

- Minimum three years old valid Manufacturing License of the product quoted with latest license renewal certificate.
- Approved product list as per the license issued for quoted drugs for minimum three years.
- Manufacturing License along with approved product list must be valid till the last date of the submission of tender.
- In Case of those drugs which are notified first time in IP 2014 then Manufacturing and Marketing license should be in any official compendium (USP/BP/IP) along with current valid License in IP in continuation.
- Market standing certificate & Manufacturing certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years (Certificate should be enclosed with list of items) except for the drugs falling under the category of 'New Drug' as defined by CDSCO (Central Drugs Standard Control Organisation). If permission in Form 46 from DCGI has been obtained, then the 3 years Manufacturing & Market standing clause will be relaxed. The provisions of Rule 122 E of Drugs and Cosmetics Act rule 1945 shall be applicable.

Explanation- In case of Importers Permission in Form 45 from DCGI is required as Per Drugs & Cosmetics Act 1940 & Rules 1945.

- For all regulated products, the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCGI less than two years ago. A certificate from DCG (I) shall be required for all new regulated products to this effect.
- FFS (Flow Fill & Seal Process) Technology will be accepted wherever applicable.
- Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed) (as applicable).

Bidders shall submit self-attested copies of required manufacturing license and approved product list in support of above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it.

g) In case of Importer, the bidder (importer) firm must have minimum **three years** old valid import License of the quoted product. All Quoted products should be accompanied by their invoices, statement and import License showing that the quoted product are being imported and sold in India by the bidder (Importer) firm minimum for Last three years. Import license must be valid on the last date of submission of tender.

h) Bidder must have Market Standing Certificate (in India) of minimum three years issued by the concerned Licensing Authority from Drugs Control Department for the quoted product. Self-attested copies are to be submitted.

i) Non-Conviction Certificate (NCC) issued by the concerned Licensing Authority from Drugs Control Administration of the state for last three years should be submitted. It should be not more than one year old. Self-attested copies are to be submitted.

j) **WHO-GMP/GMP** (Good Manufacturing Practice) as per revised Schedule-'M'/COPP Certificate of the manufacturing unit issued by the Licensing Authority/ Drugs Control Department. The GMP certificate must not be older than one year from the last date of submission of tender. Self-attested copies are to be submitted.

Explanation- Generally the GMP Certificate issued for one-year validity. Hence the provision that it should not be older than one year from the last date of submission of tender implies mutatis mutandis that the GMP certificate should remain valid till the last date of submission of tender.

k) Maximum Production Capacity Certificate (section wise) issued by concerned Licensing Authority form Drugs Control Department highlighting the quoted product section. Self-attested copies are to be submitted. In case of Importer An affidavit (With Stamp) sworn before first class magistrate/Notary stating the batch production capacity of the firm and also that **said production (Importing) capacity** shall be adequate for requirement laid in

NIT. Importer will have also to submit Invoices/Evidence of import in items of said product with quantity details.

l) Copies of the Audited Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than **5 Crores (Five)** for any three of the last four consecutive financial years (Auditor/CA certificate of turnover will not be accepted). Self-attested copies are to be submitted.

m) Copy of Income Tax Return for any three of last four Consecutive Assessment years should be submitted (self-attested).

n) The tenderer should give an affidavit (with stamp) sworn before first class magistrate / Notary stating that the firm & its quoted product is not black listed currently (as on the date of submission of the tender) by Central Government / Central Government agencies/any state government or any of the state government agencies / or any Drug procurement agencies or by BMSICL as per **Annexure-II.**

o) List of item quoted in prescribed format as per **Annexure-III** duly signed**.**

p) Copy of PAN Card of the bidder company should be submitted (self-attested).

q) Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).

Note: -

(i) **Technical evaluation of the Bid will be done on the basis of the abovementioned criteria and documents mentioned at S.N. 3 (TECHNICAL BID- COVER 'A') in Mandatory Documents Link present in the web portal of the www.eproc.bihar.gov.in. Failing which the bid will not be considered for technical evaluation.**

(ii) **Hard copy of tender documents uploaded shall be submitted along with the tender fee and EMD as on or before the last day of submission of tender for purely evaluation purposes. However the submission of hard copy of uploaded tender document submitted does not substitute/modify the provisions of e-tendering system.**

(iii) **The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on** www.eproc.bihar.gov.in

4. FINANCIAL BID / PRICE BID

a) The Financial Bid / Price Bid will contain only the "Price Bid Form" and every bidder shall submit their rates in the prescribed Performa attached to the Bid document. The price bid submitted in any other format will be treated as non-responsive.

b) The Financial Bid / Price Bid excel file shall be downloaded from the e-tender portal and quote the prices in prescribed format before uploading it. The bidders shall not rename the price bid files downloaded.

c) The bidder shall quote prices in all necessary fields in the available format. All blue areas of financial bid excel sheet shall be filled by the bidder. The white areas of financial bid sheet shall not be modified/ edited by the bidder.

d) The rate quoted shall be **per unit (Viz. per Vial/per tablet/per bottle/per tube/per pack/per ampoule etc.)** inclusive of all taxes viz., as may be applicable, insurance, freight, handling charges at various heads etc. Excluding GST as mentioned in above clause 2(c).

5. GENERAL CONDITIONS

a) Tender bid is invited directly from Manufacturers/Loan Licensees/Direct Importers only. Distributors/agents/contract manufacturers are not eligible to participate in the tender.

b) A complete set of tender documents may be purchased online @www.eproc.bihar.gov.in by any interested eligible person of the tenderer upon payment of a non- refundable fee of Rs.10,000/- in the form of Demand Draft drawn in favor of "**Managing Director, Bihar Medical Services and Infrastructure Corporation Limited**" payable at **Patna** and the same must be submitted before the specified date and time at the office of BMSICL. In no case, the tender cost should be mixed with EMD amount.

c) All tenders must be accompanied with Earnest Money Deposit as specified in the tender document.

d) A pre-bid meeting will be held at **26 July 2021 at 1430 Hrs.** at **4th Floor, Bihar State Building Construction Corporation Limited, Hospital Road, Shastri Nagar, Patna-800023** to clarify any queries and accept any suggestions from bidders.

e) At any time prior to the last date of submission of tender, Tender Inviting Authority may, for any reason, whether at their initiative or in response to a clarification requested by a prospective bidder, can modify the condition of tender documents by an amendment.

f) The details of the required drugs are shown in **Annexure-I**. ***The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased by*** the BMSICL, at its discretion, depending on the actual need.

g) The Tenderer should quote the rates for the generic products only. The composition and strength of each product should be as per specifications given in **Annexure-I**.

h) Blood products should be supplied along with HIV and Hepatitis-B screening certificate, failing which the items will not be accepted.

i) **Manufacturers located in Bihar will be guided by Bihar Industrial Investment Policy, 2016 as amended in 2020 for promoting industrial development in the State for the Technical Qualification, EMD and Security Deposit. Copy of the said policy may be seen on the website http://industries.bih.nic.in/.**

j) The certificates/ reports / annexure submitted with the bid document should be self-attested by the authorized signatory of the firm with official seal, wherever required.

k) An Affidavit (with stamp) regarding acceptance of tender conditions to be submitted by the bidding firm as per **Annexure-IV.**

l) Filled check list as per given **Annexure-VI to be submitted at the time of uploading the bid**.

m) Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder.

n) **Validity of Rate Contract: -**The rate contract will be applicable for 2(two) year from the date of signing of the rate contract (Agreement). The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by BMSICL, if necessary.

6. EARNEST MONEY DEPOSIT

a) The Earnest Money Deposit shall be as mentioned in clause 3(b) of NIT, which shall be paid in the form of Demand Draft / Bank Guarantee, favoring **"Managing Director, Bihar Medical Services and Infrastructure Corporation Limited"** issued from any Scheduled / Nationalized Bank and payable at **Patna**.

b) Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid.

c) EMD of unsuccessful bidders will be discharged/ refunded to the bidders account after finalizing the tender.

d) EMD of the successful bidders will be returned on signing the contract & furnishing of required Performance Security Deposit.

e) The Earnest Money Deposit of the Tender will be forfeited without further notice if:

- **i.** Any bidder withdraws his offer within the bid validity period before finalization of the tender.
- **ii.** On refusal to enter into a contract agreement after the award of contract/Letter of Intent.
- **iii.** Fails to produce hard copies of the documents as specified or to sign the contract after issuance of offer letter/Letter of Intent.
- **iv.** Fails to furnish security deposit after issuance of offer letter/Letter of Intent.

7. GUIDELINES FOR THE PREPARATION OF TENDER

a) The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

b) **Language of Bid: -** The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language, Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language.

c) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm should sign the documents in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document.

8. PERIOD OF VALIDITY OF TENDER

a) The tender must remain valid for minimum 180 days from the date of opening of Technical Bid. (As mentioned in Clause 8(a) the tender must remain valid for minimum 180 days from the date of opening of technical bid which implies that EMD/Bank Guarantee also must remain valid for the same period.)

b) Prior to the expiration of the bid validity the Tender Inviting Authority may extend the bid validity for further period with mutual consent of the bidder.

c) The bidder who has extended the bid validity is not required or permitted to modify its bid.

d) The bidder cannot withdraw the bid within.

9. AMENDMENT OF TENDER DOCUMENTS

Bidders/ Prospective bidders are advised to browse the website of the Tender Inviting Authority/ website of e-tender for information/ general notices/ amendments to Tender Document etc. on a day-to-day basis till the tender is concluded.

10. METHOD OF SUBMISSION OF TENDER

a) The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents into the e-tender portal.

b) Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at **"www.eproc.bihar.gov.in".**

c) If a particular document/Certificate to be uploaded as specified in bid, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that the specific document is not applicable/exempted for the bidder in connection to this tender.

d) Note:- "Bids along with necessary online payments (bid processing fee) must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time specified in the bid document / NIT / Tendering Authority does not take any responsibility for the delay / Non submission of tender / Non reconciliation of online payment (bid processing fee) cost due to non-availability of internet connection, network traffic / holidays or any other reason."

e) For support related to e-Tendering process, bidders may contact at following address "e-Procurement HELP DESK, 1st Floor, M/22, Bank of India Building, Road No. - 25, Shree Krishna Nagar, Patna- 800001. Phone No. 0612-2523006, Mob. No. 7542028164 or may visit the link "Vendor info" at www.eproc.bihar.gov.in and also inform in this regard to BMSICL.

f) Once the bid have been uploaded in the web portal www.eproc.bihar.gov.in, the bidder has to make sure that he has uploaded the files in the correct format and the bidder has to download the uploaded files from their own end and has to check whether the files uploaded is in proper format or not, no corrupted files have to be uploaded.

11. DEADLINE FOR SUBMISSION OF TENDER

The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per the tender schedule alone will be accepted by the system.

12. MODIFICATION AND WITHDRAWAL OF BIDS

a) The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Technical Bid.

b) No bid will be allowed to be withdrawn after the last date & time of submission of online Technical Bids.

13. OPENING OF TENDER

a) The opening of the Technical Bid and the Price Bid will be done online as specified. The date of technical bid opening is only published in advance. The date of opening of price bid will be announced only after the opening and evaluation of Technical bid. The date and time of price bid opening will be published on the website of the Corporation.

b) The bidder shall be solely responsible for properly super scribing and sealing the envelope submitting DD/BG for EMD.

14. EVALUATION OF TENDER

a) Technical evaluation of the Bid will be done on the basis of criteria and documents mentioned in S.N. 3(TECHNICAL BID-COVER A) in Mandatory Documents Link present in the web portal of the www.eproc.bihar.gov.in.

b) Bids of firms who have furnished all the required documents for each of the product quoted will be considered.

c) Final rate list of L1 bidders will be published in the website of the Corporation.

d) If at any stage, it is found that the tender has been successfully obtained by the bidder by submitting forged/fabricated certificates/documents/licenses and/or by concealing the fact about blacklisting/debarring/de-registration of the firm by Govt. of India/Suspension/Cancellation/non-renewal of the manufacturing license of the bidder firm, the tender bid/rate contract may be rejected/terminated and suitable punitive action may be taken against the firm.

e) **In event of financial bid opening, due to provisions/compulsion of e-tendering system if complete quoted product list of financial bid of a bidder is opened then only those financial bid of quoted product shall be considered of whose technical bid has been found eligible by the Technical Evaluation Committee**.

15. INSPECTION OF MANUFACTURING FACILITIES

a) Inspections of the production and related facilities of bidders/ suppliers will be at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract.

b) Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.

c) Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification.

16. ACCEPTANCE /REJECTION OF BIDS

The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items.

17. AWARD OF CONTRACT

a) The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation subject to the reservations and preferences to the state.

b) **Letter of Intent:** The Tender Inviting Authority shall issue Letter of Intent (LOI)to the lowest responsive bidder in respect of the drugs selected. Communication by e-mail / fax / letter will be deemed as valid communication.

c) **Signing of Contract**:

i. The successful bidder, upon receipt of the Letter of intent, shall communicate the acceptance of the same to the BMSICL and shall furnish the required security deposit, documents, asked if any, along with the agreement in the prescribed format as forwarded along with LoI on a Non-Judicial stamp paper of value of **Rs.1000/-** (stamp duty to be paid by the bidder).

ii. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. Such practices will be deemed as fraudulent practices and also as breach of terms of contract and shall invite punitive action.

18. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

a) There will be a Security Deposit amounting to 10 % of the total value of the awarded items as per letter of Intent which shall be furnished by the successful bidder to the Tender Inviting Authority within the stipulated time period as per the LOI.

b) The Security Deposit should be paid in favor of **Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna** in form of DD / Bank Guarantee within the stipulated time frame as per the LOI.

c) Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual obligations.

19. PURCHASE PROCEDURES

a) As per the conditions outlined in the Procurement manual (dully approved by the Health Department, Government of Bihar) and in the best interest of people of Bihar in order to ensure uninterrupted supplies in the state, it is decided to have more than one source of supply specially in case of procurement of medicines considering their criticality and vitality. The following policy shall be adopted on splitting of quantities.

Where situation so warrants, tender quantity of one or all the item(s) may be split in favour of one or more firms on merit of each case and with the approval of TIA after giving due regards to the following:-

i) Vital/Critical nature of the item.

ii) Quantity to be procured.

iii) Delivery requirements.

iv) Capacity of Firms in the zone of consideration and

v) Past performance of Firms.

The financial evaluation committee shall make counter offers thereafter to L2 and L3 at the rates accepted by L1 and the entire quantity shall be split among the L1 and agreed L1 bidders. The counter offer shall not be extended beyond L3 Bidder.

If both L2 and L3 bidder agree to match the L1 rate, then the splitting will depend on Percentage difference between the L1 and L2 offered rates (Quoted Price).

Price Difference between L1 and L2	**Quantity distribution ratio between L1, L2,L3**
Upto 3%	60:20:20
More than 3% and upto 5%	65:17.5:17.5
More than 5%	70:15:15

In case, either of L2 or L3 only accepts the counter offer then the splitting shall be done according to the following table.

Price Difference between L1 and L2/L3	**Quantity distribution ratio between L1 and L2/L3**
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	70:30

In case both L2 and L3 bidder disagree to match the L1 declared price and refuse to accept the counter offer, then 100% quantity shall be ordered to L1 only.

If on Financial evaluation two or more bidders are found to have L1 rates, then the total quantity shall be split in equal proportion (e.g.- if two bidders are found L1 then quantities shall be split in 50:50 proportion). In such a situation, offer will not be extended to L2 & L3 to match the price.

b) The supplier shall start supply of the products required by BMSICL at the destination mentioned in purchase order as per the schedule of supply.

c) The supplier shall supply the item(s) at the specified destination along with **original invoice**, **Test reports of finished products for every batch, Delivery Challan** and other relevant documents at the destinations. Any supply without the above documents will not be accepted and the said supply will be accepted only on the date of submission of the required document.

d) It is the duty of the supplier to supply products at the destinations mentioned in the Purchase Order and supply shall confirm to the conditions mentioned in the provisions of NIT, rate contract and directives of BMSICL.

e) Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of Liquidated Damages, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which BMSICL will not entertain any claim thereafter.

20. SUPPLY CONDITIONS

a) 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.

b) The supplier shall supply the drugs required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.

c) Different purchase orders shall be billed separately. Under no condition single invoice for different Purchase Order shall be admitted.

d) The supply schedule is mentioned in clause 21 of this bid document.

e) Leaked, soiled, broken containers with damaged labels shall not be accepted.

f) The supplied Drugs must have 75% of **shelf-life period** in accordance with **Schedule P of Drugs and Cosmetics Rules, 1945** and in case of vaccine and cold chain product minimum shelf-life period must be 75% as per the **Schedule P of Drugs and Cosmetics Rules, 1945.**

g) The bidder shall submit the certificate of analysis from an NABL Accredited Drug Testing Laboratory/Central Drug Laboratory/In House Quality Control Laboratory with necessary protocols for every batch of items supplied along with the consignment.

h) Bidder shall supply the product at the Drugs Warehouses of the Bihar Medical Service and Infrastructure Corporation Limited located at various places in Bihar and/ or the places/ points specified in purchase orders, by door delivery. If the items are wrongly delivered to the warehouses, expenditure incurred by the Corporation towards transporting the same to the destination warehouse shall be recovered from the supplier. *Wrong delivery at a different place will not form ground for claim of 'on time delivery.'* The consignment should be delivered at the destination on the scheduled date and mere dispatch on or before the scheduled date of delivery will not be deemed as compliance of the delivery schedule.

i) The supplier shall, after supply of drugs at the specified destinations, submit Invoice and other relevant documents etc., at the Head Office, BMSICL claiming payment for the supply made. Detailed provisions mentioned in clause 25 (d).

j) The supplier shall supply the drugs at the specified destination(s) and submit the copy of invoice, copy of the Purchase order, Test Report, Delivery Challan and other relevant documents at the destinations. For the purpose of this invoice shall specify the generic name of the drugs as tendered together with brand name if any. Where more than one batch of the drug is supplied under one invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each batch shall be specified. The quantity supplied shall be in terms of the units mentioned in the tender document. The suppliers are cautioned that the variation in the description of product in the invoice/analysis report and actual supplies will be considered as improper invoicing and will dealt with accordingly.

k) The bidder will be responsible for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority shall not be responsible for the excess quantity of drug received, for which no order is placed. In such cases, the bidder shall take back the excess quantity supplied at his own expenses within fifteen days from the date of such intimation. Unclaimed excess supplies will be disposed of by the Tender Inviting Authority at its discretion and demurrage of **Rs.100/-per box per day** will be levied for the retained period.

l) **In event of drugs not being utilized within their shelf-life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the clause 20(f) without any extra cost unconditionally.**

21.

	SUMMARY OF SCHEDULE					
Sl. No.	***Activity***		**:**	**Time Limit**		
1	**Schedule of Dispatch Details**					
	0th day		**:**	Letter of Intent (LOI)/Purchase Order or both		
	Within 15 days of LOI		**:**	The supplier shall submit agreement, the hard- copies of the documents submitted and other documents specified, copy of LOI duly signed and sealed on all pages in token of acceptance and the required Security Deposit.		
	Within 15 days of PO		**:**	The supplier shall furnish confirmed dispatch schedule. If the confirmed dispatch schedule is not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.		
2	***Schedule of purchase order and Supply of drugs except vaccine and cold chain products***		**:**	The schedule of supply of drugs except vaccine will be as follows.		
			:	No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply
			:	Within 45 Days	50%	***After 60th days penalty will be @ 0.5% of value of unexecuted supply order per day subject to a**
				Within 60 Days	100%	
				Within 80 Days	*****Unexecuted Supply	

						maximum of 10% penalty (20 days)
			:	On the 80th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled.		
3	***Schedule of purchase order and Supply of vaccine and cold chain products***		:	The schedule of supply of vaccine and cold chain products will be as follows.		
			:	No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply
			:	Within 75 Days	50%	*** After 100th days penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days)**
				Within 100 Days	100%	
				Within 120 Days	*****Unexecuted Supply	
			:	On the 120th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled.		

*** NOTE- The supply conditions may be increased or decreased keeping in mind to favour General patients of state which may be decided by the Managing Director, BMSICL from time to time.**

22. LOGOGRAMS

a) Logogram and **"BIHAR GOVERNMENT SUPPLY – NOT FOR SALE"** shall appear in primary, secondary and tertiary packing of all products which will be bolder than those already printed on the label.

b) All the tablets/capsules/Vials/Ampoules/ Bottles have to be supplied in standard pack size with printed logogram of proportionate size and shall also confirm to **Schedule P1 of the Drugs & Cosmetics Act & Rules.** Affixing of stickers and rubber stamps shall not be accepted. *Affixing of stickers will be permitted on request only in case of imported products on merits.*

c) Supply of items without the logogram and/or "BIHAR GOVERNMENT SUPPLY – NOT FOR SALE" shall not be accepted.

23. PACKING

a) The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the NIT. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperatures, humidity, salt and precipitation during transit and open storage. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided.

b) The cap of the bottle shall not bear the name of the manufacturer.

c) Leaked, soiled, broken containers with improper packaging, damaged labels shall not be accounted for the purpose of supply.

d) Printed Packing Slip containing full details about the contents like Quantity, Batch No., Expiry date etc. should be pasted on every parcel.

e) As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed in separate pack. Ampoules should be supplied with aluminum files for breaking them.

f) Labelling on strips/vials/ampoules/I.V. fluids/boxes/cartons and other items should be clear and legible. Labels should be well stuck on to the container. If not, the supply may be rejected.

g) All the tablets/capsules should be in strip packing. Loose packing shall not be accepted.

h) The drugs shall also be supplied with bar coding conditions. (For details visit website www.gs1india.org)

i) The packings/labels of two different products of a same supplier should be clearly distinct from each other.

24. QUALITY TESTING & QUALITY CONTROL

a) All the batches of the drugs supplied shall be supported by test/ analysis reports furnished by independent NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory/In House Quality Control Laboratory. The TIA has the right to get the drugs tested at the laboratories of his choice for further verifications, from BMSICL empanelled laboratories.

b) **The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the BMSICL**, In case of any adverse report in the field, the BMR/BPR for the particular batch of the product(s) supplied shall be produced when demanded.

c) 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.

d) A flat 2% of total bill amount shall be deducted from the bills of the supply's drugs toward testing & handling charges of drugs from the suppliers as amended.

e) 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.

f) 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.

g) 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.

25. PAYMENT PROVISIONS

a) No advance payments towards costs of drugs will be made to the supplier.

b) Payments for supply will be considered only after supply of **75%** of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL accredited laboratory/Central Drug Laboratory is furnished along with the invoice in respect of each batch supplied along with the COA received from the empanelled laboratories of BMSICL. Where it is observed that for any batch of the supplies the report

as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.

c) All payments will be made only by way of electronic fund transfer NEFT transfer. The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments as the Corporation has a system of publishing the status of payments. *All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc. as part of transparency policy.*

d) All *Bills/ Invoices* should be raised in **triplicate** and should be drawn as per the rules and regulations in force and provisions in this tender in the name of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna. The original copy of invoice along with the test report to be submitted at the Regional Drug Warehouses/scheduled delivery points along with the supply, duplicate and triplicate copies of invoice should be submitted in Headquarters along with the test report and other related documents. No payment will be affected if the above provisions are not complied with. Provision laid in clause 20 (i) and (j) shall be referred and read in consonance of this.

e) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to supply at the reduced rate will be deemed as withdrawal from the tender and contract and shall be dealt accordingly. If supplies are made at higher rates after the rate of reduction, payments will be eligible at the reduced rates only.

f) Fulfilling all the terms and conditions of the above said clause the payment will be released to the bidders within 30 days.

26. DEDUCTION OF PAYMENTS & PENALTIES

a) All supply should be made within the stipulated time and as per the summary of schedule and quantity as mentioned in the bid document/PO.

b) If the supply reaches the Drug Warehouses beyond the stipulated time as mentioned in Bid document, liquidated damages will be levied at the rates mentioned therein for the delayed supplies.

c) Purchase orders will be cancelled under the conditions mentioned in Bid document after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier/ performance security.

d) However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at **0.5% per day** of the value of the delayed supply subject to a maximum of **10% (20 Days).**

e) If the supply is received in damaged condition it shall not be accepted. The supplier shall have to replace the goods with damage and the penalty equal to the penalty for unexecuted supplies will be levied for the damaged goods and payments will be withheld till proper replacement.

f) In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

g) In case, the supplier has completed the supply of only 75% or more of the ordered quantity and has failed to supply 100% of the Ordered quantity within the scheduled supply period, then 20% of the value of non-supplied quantity against each purchase order will be deducted/recovered from his performance security/any amount payable to supplier.

27. BLACK LISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

A: BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

If the Tenderer fails to execute the agreement / to deposit performance security / to perform the obligations under the tender conditions / commits default in the performance of the contract/agreement, such Tenderers will be blacklisted for a period of **2 years** by BMSICL from the date of intimation besides forfeiture of EMD/Performance Guarantee. The Tenderers who have withdrawn after participating in the tender either fully or partially, **the entire firm/company** will be blacklisted for a period of **2 years** from the date of intimation by BMSICL apart from forfeiture of the Security Deposit/EMD.

B. BLACKLISTING FOR QUALITY FAILUREQUALITY TEST BY THE EMPANELLED LABORATORIES OF BMSICL

1. Each and every batch of drugs/medicines supplied by the supplier shall be subjected to quality test by the Empanelled laboratories as per the procedure adopted by BMSICL.
2. If such Sample fails in *quality test for ASSAY* content of less than *50%* as per the Government Analyst report, such product of the supplier will be **de-registered/debarred for one year**.
3. 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).
4. If the supplier supplied more than one item and 50% of such items are blacklisted, the firm is liable to be blacklisted for a period of 2 years from the date of intimation.

5. If a single batch of any product(s) supplied by the company/firm declared as Adulterated/spurious/ Misbranded by the Government Authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of **2 years from the date of intimation & forfeiture of security deposit.**
6. If a particular item of the drug has been blacklisted the supplier is not eligible to participate in any of the tenders for that particular item floated by the BMSICL until the period of blacklisting is over.
7. If a supplier company/firm is blacklisted, such supplier is not eligible to participate in any of the tenders floated by the BMSICL until the period of blacklisting is over.

C: BLACKLISTING FOR NON-SUPPLY/ PART SUPPLY/DELAYED SUPPLY/NON-FULFILLMENT OF CONTRACT OBLIGATION: -

Notwithstanding various actions and penalties for non-supply and/or delayed supply of the drugs and medicines as stipulated in the terms and conditions of the tender, the BMSICL, shall take action against the supplier as follows:

i. In case, the supplier is found to be habitual defaulter of delayed supply or not supplying the full quantity in time, the balance amount of performance security of such company shall be forfeited. No further supply order shall be given to them and company shall be barred from participating in any tender floated by BMSICL, further other punitive action such as blacklisting of the firm for a minimum period of 2 years from the date of intimation for blacklisting/debarring.
ii. Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

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.

28. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person under him for anything that is done in good faith or intended to be done in pursuance of this tender.

29. APPLICABLE LAW & JURISDICTION OF COURTS

a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

b) Any and all disputes arising out of this tender will be subject to the jurisdiction of courts of law / tribunals situated in Patna, Bihar only or the High Court of Patna only, as applicable.

30. RESOLUTION OF DISPUTES

a) Dispute or difference of any kind shall if arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the Tender Document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as per the provision applicable for arbitration procedure under the **Bihar Public Works Contracts Disputes Arbitration Tribunal Act 2008.**

b) In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Principal Secretary Health; Govt. of Bihar but if Managing Director/Principal Secretary is same then Dept. of Health will decide the arbitrator.

c) **Venue of Arbitration:** The venue of arbitration shall be Patna, Bihar, India.

31. TAXES

Suppliers shall be entirely responsible for all taxes, duties, license fees and entry tax etc., incurred until delivery of the contracted Goods to the ***Consignee as stated in the bid document***.

32. GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the prospective Tenderers to participate in e- Tendering.

a) **Registration of Tenderers:** Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to https://eprocbihar.gov.in. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.

b) **Digital Signature certificate (DSC):** The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e- Procurement websites before participating in the tendering process. The bidder may use their DSC if they already have the DSC. They can also take the DSC from any one of the authorized agencies. For user-id they have to get registered themselves on e-Procurement website www.eprocbihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the tender inviting authority for the Tenders published in e-Procurement platform.

c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

d) **Participation in more than one item:** A prospective Tenderer shall be allowed to offer rate as per his or her choice subject to fulfillment of conditions laid down hereinabove.

e) **Submission of Tenders:** General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign, the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.

(MANAGING DIRECTOR, BMSICL)
(Tender Inviting Authority)

Annexure-I

TENDERED PRODUCT LIST					
S. N	**Name of the Drugs/ Testing Kits**	**Specification / Strength**	**Dosage Form**	**Pack Size**	**Estimated Tendered Quantity (Per Tablet/ Per Capsule/per Testing Kits)**
1.	Anti-HAV IgM (Rapid Test)	1. The assay should detect IgM anti HAV antibodies. 2. Should be compatible with plasma and serum both. 3. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 4. The kit should have approval of the statutory authority from the country of origin. 5. In case of imported kits it should be registered and licensed by the DCG(I) 6. In case of indigenous manufactures should be licensed by the competent authority/ licensing authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017. 7. The kit should have minimum shelf life of **60% or 12 months** (whichever is more) at the port/place of discharge of consignees. 8. The total procedure time shall not be more than 30 minutes. 9. The assay component should include positive and negative controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls). 10. The assay should have sensitivity ≥ 97% and specificity of ≥ 98% as claimed by the manufacture in the kit literature as per kit inserts from	Test Kit	Per Test Kits	9300

		manufactures subject to modification by the program. 11. The control dot/ band should be able to detect the presence of human immunoglobulin and should not be just a "procedural control" or meant merely for checking the flow of reagents or integrity of antigens except in lateral flow technology. **General Specifications** 1. The manufacturer/ authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8^0 C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The pack size should not be more than 50 tests wherein each test is individually packed. 3. 8 kits should be supplied along with the procurement lot of which four kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and four kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters. 4. The kit will be evaluated on the above parameters by the centers approved by the program. **The committee approved the specification of Anti HAV IgM (rapid test).**			
2.	Anti-HEV IgM (Rapid Test)	1. The assay should detect IgM anti HEV antibodies. 2. Should be compatible with plasma and serum both. 3. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 4. The kit should have approval of the statutory authority from the country of origin. 5. In case of imported kits it should be registered and licensed by the DCG(I) 6. In case of indigenous manufactures should be licensed by the competent	Test Kit	Per Test Kits	9300

		authority/ licensing authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017. 7. The kit should have minimum shelf life of **60% or 12 months (whichever is more)** at the port/place of discharge of consignees. 8. The total procedure time shall not be more than 30 minutes. 9. The assay component should include positive and negative controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls) which may be provided along with the kits if not a part of the kit. 10. The assay should have sensitivity more than or equal to 97% and specificity of more than or equal to 98% as claimed by the manufacture in the kit literature as per kit inserts from manufactures subject to modification by the program. 11. The control dot/ band should be able to detect the presence of human immunoglobulin and should not be just a "procedural control" or meant merely for checking the flow of reagents or integrity of antigens except in lateral flow technology. **General Specifications** 1. The manufacturer/ authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8^0 C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The pack size should not be more than 50 tests wherein each test is individually packed. 3. 8 kits should be supplied along with the procurement lot of which four kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and four kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters. 4. The kit will be evaluated on the above parameters by the centers approved by the program. The committee approved the specification of Anti-HEV IgM (Rapid Test)			

3.	HBsAg (Rapid Test)	1. Should be coated with monoclonal antibodies covering all subtypes and variants of HBsAg. 2. The assay should be able to detect surface antigen to Hepatitis B virus. 3. Should be compatible with plasma and serum both. 4. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 5. The kit should have approval of the statutory authority from the country of origin. 6. In case of imported kits it should be registered and licensed by the DCG(I) 7. In case of indigenous manufactures should be licensed by the competent authority/ licensing authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017. **8.** The kit should have minimum shelf life of **60% or 12 months** (whichever is more) at the port/place of discharge of consignees. 9. The total procedure time shall not be more than 30 minutes. 10. The assay component should include positive and negative controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls) which may be provided along with the kits if not a part of the kit. 11. The assay should have sensitivity of 100% and specificity of more than or equal to 98% as per the office order of MoHFW vide F. No. 29/Misc./4/2016-DC(65) dated 13/06/2017. 12. The control dot/ band should be able to detect the presence of human immunoglobulin and should not be just a “procedural control” or meant merely for checking the flow of reagents or integrity of antigens except in lateral flow technology. **General Specifications** 1. The manufacturer/ authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8^0 C. The cumulative time temperature indicator technology should be used	Test Kits	Per Test Kits	845000

		on each kit and be pre-qualified by WHO. 2. The pack size should not be more than 50 tests wherein each test is individually packed. 3. 8 kits should be supplied along with the procurement lot of which four kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and four kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters. 4. The kit will be evaluated on the above parameters by the centers approved by the program. **The committee approved the specification of HBsAg (Rapid Test) .**			
4.	HBsAg (Rapid Test)- whole blood	1. Should be coated with monoclonal antibodies covering all subtypes and variants of HBsAg. 2. The assay should be able to detect surface antigen to Hepatitis B virus. 3. Should be compatible with whole blood. 4. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 5. The kit should have approval of the statutory authority from the country of origin. 6.In case of imported kits it should be registered and licensed by the DCG(I) 7. In case of indigenous manufactures should be licensed by the competent authority/ licensing authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017. 8. The kit should have minimum shelf life of **60% or 12 months** (whichever	Test Kits	Per Test Kits	845000

		is more) at the port/place of discharge of consignees. 9. The total procedure time shall not be more than 30 minutes. 10. The assay component should include positive and negative controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls) which may be provided along with the kits if not a part of the kit. 11. The assay should have sensitivity of 100% and specificity of more than or equal to 98% as per the office order of MoHFW vide F. No. 29/Misc./4/2016-DC (65) dated 13/06/2017. 12. The control dot/ band should be able to detect the presence of human immunoglobulin and should not be just a "procedural control" or meant merely for checking the flow of reagents or integrity of antigens except in lateral flow technology. **General Specifications** 1. The manufacturer/ authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8^0 C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The pack size should not be more than 50 tests wherein each test is individually packed. 3. 8 kits should be supplied along with the procurement lot of which four kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and four kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters. 4. The kit will be evaluated on the above parameters by the centers approved by the program. **The committee approved the specification of HBsAg (rapid test) on**			

		whole blood samples.			
5.	Hepatitis A Virus {Anti-HAV IgM (ELISA)}	1. Assay should be based on the principle of "IgM capture/ Indirect ELISA". 2. The assay should detect IgM anti HAV antibodies. 3. Should be compatible with plasma and serum both. 4. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 5. The kit should have approval of the statutory authority from the country of origin. 6. In case of imported kits it should be registered and licensed by the DCG(I). 7. In case of indigenous manufactures should be licensed by the competent authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017. 8. The kit should have minimum shelf life of **60% or 12 months** (whichever is more) at the port/place of discharge of consignees. 9. All the assay components provided in the kit including positive and negative controls should be sufficient for at least 4 runs for the 96 tests provided. 10. The assay should have sensitivity more than or equal to 99% and specificity of more than or equal to 98% as claimed by the manufacture in the kit literature. **General Specifications**	Test Kits	Per Test Kits	9300

		1. The manufacturer/authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8^{o} C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The kit size should be 96 tests/kit (in strips of 12x8 wells) such that individual strips can be used for testing and the same are compatible with ELISA reader and washer. 3. 4 kits should be supplied along with the procurement lot of which two kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and two kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters. 4. The kit will be evaluated on the above parameters by the centers approved by the program. **The committee approved the specifications for the Anti- HAV IgM (ELISA).**			
6.	Anti HEV IgM Antibody (ELISA)	1. Assay should be based on the principle of "IgM capture/ Indirect ELISA". 2. The assay should detect IgM anti HEV antibodies. 3. Should be compatible with plasma and serum both. 4. Adequate documents detailing the principle, components, biosafety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit. 5. The kit should have approval of the statutory authority from the country of origin. 6. In case of imported kits it should be registered and licensed by the DCG(I). 7. In case of indigenous manufactures should be licensed by the	Test Kits	Per Test Kits	9300

		competent authority defined under Drugs and Cosmetics Act (1940) and medical device rule 2017. **8.** The kit should have minimum shelf life of **60% or 12 months** (whichever is more) at the port/place of discharge of consignees. 9. All the assay components provided in the kit including positive and negative controls should be sufficient for at least 4 runs for the 96 tests provided. 10. The assay should have sensitivity more than or equal to 99% and specificity of more than or equal to 98% as claimed by the manufacture in the kit literature. **General Specifications** 1. The manufacturer/authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2-8^{o} C. The cumulative time temperature indicator technology should be used on each kit and be pre-qualified by WHO. 2. The kit size should be 96 tests/kit (in strips of 12x8 wells) such that individual strips can be used for testing and the same are compatible with ELISA reader and washer. 3. 4 kits should be supplied along with the procurement lot of which two kits will be used for validation, subject to which the kits of each batch and lot no. will be supplied to program and two kits will be retained for evaluation close to the expiry of the kit or in case of legal dispute with regards to performance of the kit as per specified parameters. 4. The kit will be evaluated on the above parameters by the centers approved by the program. **The committee approved the specifications for the Anti- HEV IgM Antibody (ELISA).**			
7.	Entecavir 1mg	1. Each tablet contains : Entecavir 1mg 2. Number of tablets per container: 30 tablets/package. 3. Should be licensed under the provisions of Drugs and Cosmetics Act and	Tablet	30 Tablets packed	68000

		Rules. 4. The product insert must indicate dosage form (tablet) and the drug content. The product should conform to standards of IP or any other pharmacopeia. 5. The label must indicate clearly the manufacturing and the expiry dates. **General Specifications** 1. Standard Shelf Life: at least 18 months at the place of dispatch to the consignee. 2. Primary container: Suitable, Opaque Plastic Bottle to contain 30 tablets. It should be sealed with plastic plug/ diaphragm and should contain silicon packs, and should have a tightly fitting suitable screw cap or any other packaging subject to the approvals of the concerned authority based on which the license has been granted under the provisions of Drug and Cosmetic Act & Rules. 3. Label: It should be glazed label in accordance with the statutory requirements as per drug and cosmetic Act. The standard color of the label as approved by NVHCP should be used. Each label should have clearly marked as "Government of India Supply, Not for sale" on primary packaging. The packaging and labelling requirements must meet the GMP practices. 4. Each lot shall be tested in compliance with the pharmacopeia specifications by a designated laboratory before supply. **The committee approved the specification of Entecavir 1mg.**		in container	
8.	Tenofovir 300 mg (TDF)	1. Each tablet contains Tenofovir Disoproxilfumarate 300 mg. 2. Number of tablets/capsules per container: 30 tablets/package. 3. Should be licensed under the provisions of Drugs and Cosmetics Act and Rules. 4. The product insert must indicate dosage form (tablet/capsule) and the drug content. The product should conform to standards of IP or any other pharmacopeia. 5. The label must indicate clearly the manufacturing and the expiry dates. **General Specifications** 1. Standard Shelf Life: at least 18 months at the place of dispatch to the Consignee.	Tablets	30 Tablets packed in container	68000

		2. Primary container: Suitable, Opaque Plastic Bottle to contain 30 tablets. It should be sealed with plastic plug/ diaphragm and should contain silicon packs, and should have a tightly fitting suitable screw cap or any other packaging subject to the approvals of the concerned authority based on which the license has been granted under the provisions of Drug and Cosmetic Act & Rules. 3. Label: It should be glazed label in accordance with the statutory requirements as per drug and cosmetic Act. The standard color of the label as approved by NVHCP should be used. Each label should have clearly marked as "Government of India supply, not for sale" on primary packaging. The packaging and labelling requirements must meet the GMP practices. 4. Each lot shall be tested in compliance with the pharmacopeia specifications by a designated laboratory before supply. **The committee approved the specification of Tenofovir 300 mg (TDF).**			
9.	Ribavirin 200mg	1. Each tablet/capsule contains ribavirin 200 mg. 2. Number of tablets per container: 100 tablets. 3. Should be licensed under the provisions of Drugs and Cosmetics Act and Rules there under. 4. The product insert must indicate dosage form (tablet) and the drug content, interactions adverse effect and contraindications. The product should conform to standards of Indian Pharmacopoeia or any other pharmacopeia. 5. The label must indicate clearly the manufacturing and the expiry dates, specific storage requirements, batch number and manufacturer's address and other requirements as per Drugs and Cosmetics Act, (India) and Rules there under. **General Specifications** 1. Standard Shelf Life: at least 18 months at the place of dispatch to the consignee. 2. Primary container: Suitable, Opaque Plastic Bottle to contain 100 tablets. It should be sealed with plastic plug/ diaphragm	Tablet	50 Tablets packed in a container	1500

		and should contain silicon packs, and should have a tightly fitting suitable screw cap/Box with strips of Ribavirin. 3. Label: It should be glazed label in accordance with the statutory requirements as per drug and cosmetic Act. The standard color of the label as approved by Division of Viral Hepatitis, NHM should be used. Each label should have clearly marked as "Government of India supply, not for sale" on primary packaging. The packaging and labelling requirements must meet the GMP practices. 4. Each lot shall be tested in compliance with the pharmacopeia specifications by a designated laboratory before supply. **For Ribavirin, explore the possibility of a pack of 50 tablets and include if available.**			

ANNEXURE-II

AFFIDAVIT FOR NON-BLACKLISTING

I _____ Managing Director/Director / Partner / Proprietor of M/s._____having its manufacturing or import unit / registered office at_____ do hereby declare that the firm & its quoted product have not been blacklisted currently (as on the date of submission of the tender) by Central Government/Central Government Agencies/any state government/any of the state government agencies/any Drug Procurement Agencies or by BMSICL. We are eligible to participate for the following quoted products:

S.N.	Nit S. N.	Name of Drugs

Date: Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

(Note: - This annexure must be sworn before First Class Magistrate/Notary)

ANNEXURE-III

LIST OF ITEMS QUOTED

Tender No.: BMSIC/DRUGS/21-08

Bidder Name:

S.N.	Nit S N.	Name of the Drug	Specification	Pack size/ Strip size	Dosages Form	Whether Manufacturer/Importer	Mfg. /Import License No. And Date	HSN CODE	Date of issue of product approval BY licensing authority	Mfg./Import License and product approval valid up to
1										
2										
3										
4										
5										

Date: **Signature**

Seal:

(Authorised Signatory)
Name and Address of the Bidder

ANNEXURE-IV

AFFIDAVIT (Acceptance of tender conditions)

From: -

M/s.....

To

Managing Director,

BMSICL, Patna

1. I, _____Son / Daughter / Wife of Shri_____ Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Yours faithfully,

Date: Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

(Note: - This document must be sworn before First Class Magistrate/Notary)

ANNEXURE – V

Bidder Information/Bidder Details

Sl. No.	Name of the Particulars	The bidder shall fill required Information
1	Name of the Bidders (Manufacture / Importer) including registered address	
2	Name of Prime Manufacture (*ONLY FOR IMPORTERS*)	
3	Country of origin/registration: (*ONLY FOR IMPORTERS*)	
4	Legal status of the Bidder (Proprietorship/ Partnership/ Pvt. Ltd. Company/ Limited Company)	
5	Contact details of the bidder (Ph./ fax/ email)	
6	Name of Proprietor/ Managing Director/ Partners (as the case may be) with address	
7	Name and designation of authorized signatory	
8	Bank Details Name and address of Bank: Bank Account No.: IFSC Code of the Bank:	

Date:-

Place:-

(Authorised Signature)

Name of the authorised signatory

With full address

ANNEXURE VI

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED				
CHECK LIST FOR SUBMISSION OF TENDER				
S.N.	**Technical Eligibility Criteria as per NIT**	**Yes/No**	**Page No.**	**Remarks**
1	Constitution of the Bidding Company/Firm such as Memorandum of Association and Article of Association with complete address. As per Clause 3(c).			
2	Power of Attorney or Resolution of Board by which the authorised signatory has been authorised by bidder firm to sign the documents. As per Clause 3(e) of the NIT.			
3	List of item Quoted in prescribed format as Annexure III as per Clause 3(o).			
4	• Minimum three years old valid manufacturing license of the product quoted with latest license renewal certificate. As per clause 3(f). • Approved product list as per the license issued for quoted drugs for minimum three years. As per clause 3(f). • Manufacturing License along with approved product list must be valid till the last date of the submission of tender. As per clause 3(f). • In Case of those drugs which are notified first time in IP 2014 then Manufacturing and Marketing license should be in any official compendium (USP/BP/IP) along with current valid License in IP in continuation. • Market standing certificate & Manufacturing certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years (Certificate should be enclosed with list of items) except for the drugs falling under the category of **'New Drug'** as defined by CDSCO (Central Drugs Standard Control Organization). If permission in Form 46 from DCGI has been obtained, then the 3 years Manufacturing & Market standing clause will be relaxed. The provisions of Rule 122 E of Drugs and Cosmetics Act rule 1945 shall apply. • For all regulated products, the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCGI less than two years ago. A certificate from DCG (I) shall be required for all new regulated products to this effect. • FFS (Flow Fill & Seal Process) Technology will be accepted wherever applicable. • Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed) (as applicable). Bidders shall submit self-attested copies of required manufacturing license and approved product list in support of above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it. In case of Importer, the bidder (importer) firm must have minimum three years old valid import License of the quoted product.			
5	All Quoted products should be accompanied by their invoices, statement and import License showing that the quoted product are being imported and sold in India by the bidder (Importer) firm minimum for last three years. Import license must be valid on the last date of submission of tender. As per clause 3(g).			

6	Self-attested copies of Market standing certificate (in India) of minimum three years, issued by the concerned Licensing Authority from Drugs Control Department for the quoted product. As per Clause 3(h).			
7	Self-attested copy of Non-Conviction Certificate (NCC), issued by the concerned Licensing Authority from Drug Control Administration of the state for last three years. It should be not more than one year old. For Surgicals In case of Non-Drug item "the bidder shall submit an affidavit on Non-Judicial stamp paper stating that the quoted product is not covered under Drugs & Cosmetics Act. " As per Clause 3(i).			
8	Self-attested copies of WHO-GMP/GMP as per revised Schedule-'M'/COPP Certificate of the manufacturing unit issued by the Licensing Authority / Drugs Control Department. The GMP certificate must not be older than one year form the last date of submission of tender. As per clause 3(j).			
9	Self-attested copies of Maximum Production Capacity Certificate (section wise) issued by concerned Licensing Authority form Drugs Control Department highlighting the quoted product section. In case of Importer an affidavit (With Stamp) sworn before first magistrate/ Notary stating the batch production (Importing) capacity shall be adequate for requirement laid in NIT. Importer will have also to submit Invoices/ Evidence of Import in Items of said product with quantity details. As per Clause 3(k).			
10	An affidavit (with stamp) sworn before first class magistrate/Notary stating that the firm & its quoted product is not black listed currently (as on date of submission of the tender) by Central Government/ Central Government Agencies/any state government/any of the state government agencies/any Drug Procurement Agencies or by BMSICL as per Annexure II (clause 3(n) of NIT).			
11	EMD details (DD number/BG number and date with issuing bank) as per Clause 3(b).			
12	Tender Fee Rs 10,000/- in form of DD as per Clause 3(a).			
13	Self-attested copies of the Audited Annual Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than 5 (Five) Crores for any three of the last four consecutive financial years. (Auditor/ C.A. Certificate of turnover will not be accepted). As per Clause 3(l).			
14	Self-attested copy of Income Tax Return for any three of last four consecutive Assessment years. As per Clause 3(m).			
15	Self-attested copy of PAN Card of the Bidder Company. As per Clause 3(p).			
16	Self-attested copy of Certificate of valid GST registration of the bidder company. As per Clause 3(q).			
17	Affidavit (with stamp) declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per Annexure IV (Clause 5(k) of NIT).			

Date: **Signature**

Seal:

(Authorised Signatory)
Name and Address of the Bidder

ANNEXURE VII

FORMAT OF BANK GUARANTEE OF EARNEST MONEY DEPOSIT

To,

The Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Corporation Limited
Hospital Road, Shastri Nagar, Patna-800023, Bihar

WHEREAS _____ (Name and address of the Company) (Hereinafter called "the bidder") has undertaken, in pursuance of tender no_____ dated _____ (herein after called "the tender") to participate in the tender of The Bihar Medical Services and Infrastructure Corporation Limited, (4th Floor, Bihar State Building Construction Corporation Limited, Hospital Road, Shastri Nagar,Patna-800023) with ……. (Description of goods and supplies)

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender;

AND WHEREAS we have agreed to give the bidder ---------- (name and address) such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the tender conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the Tender Documents which may be made between you and

the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).

The Conditions of this are as follows: -

1). If after bid opening the bidder withdraws his bid during the period of bid Validity specified in the form of bid;

OR

2). If the bidder having notified to the acceptance of his bid by the employer during the period of bid validity;

a) Fails or refuses to execute the form of agreement in accordance with the instruments to bidders, if required or

b) Fails or refuses to furnish the performance security, in accordance with the instruction to bidders.

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Bihar Medical Services and Infrastructure Corporation Limited.

This Guarantee will remain in force up to -------- (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of ------(Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

…….

Name and designation of the officer

…….

…….

Seal, name & address of the Bank and address of the Branch

Bank Details of BMSICL:-

Account Holder Name:-Bihar Medical Services & Infrastructure Corporation Limited

Account No. - :- 0140104000111072

IFS Code of Bank : - IBKL0000140

Bank Name : - IDBI Bank, Main Branch, Patna

Branch Name : - Uma Complex, Frazer Road, Patna-1

ANNEXURE VIII

Production Capacity Statement (Self Declaration)

S.N.	PI. Mention Whether participating as a Manufacturer/ Importer	Mfg. / Import license number/ product registration certificate of number	Validity of Mfg. / Import License, Validity of GMP/ COPP	Shelf life of the quoted item (s)	Standard Batch Size of the quoted item (s)	Monthly Production Capacity of the quoted item (s)	Annual Production Capacity of the quoted item (s)
1							
2							
3							
4							

Authorized Signatory

Official Seal:

Date

ANNEXURE IX

PERFORMANCE STATEMENT						
(For the period of last three years)						
(Please furnish order copies of the client serially, the names of which are mentioned below)						
	Name of Bidder:			Name of the Item: (Performance statement in this format for each quoted item shall be submitted)		
	Name Manufacturer/ Importer:					
	Item Name with Drug NIT S.N.:					
S. N.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Specification	Qty	Date of Completion	Have the items been supplied satisfactorily (attach documentary proof)
1						
2						
3						
4						

(Attach separate sheets if the space provided is not sufficient)

*The documentary proof will be copies of the purchase order (during last three years) indicating P.O. No. and date.

Authorized Signatory

Official Seal:

Date

ANNEXURE-X

AFFIDAVIT (Self Declaration for Lowest Rate Quotation)

From:-

M/s.....

To Managing Director,
BMSICL, Patna

I, _____ Son / Daughter / Wife of Shri_____ do hereby declare that the quoted prices for the Drugs as mentioned in the financial Bid sheet of the bid document are the lowest offered rates as compared to the rates provided to any of our Distributors/Dealers/Wholesalers/Carrying and Forwarding Agents/Authorized depot sales point in the State of Bihar.

Yours faithfully.

Date: Signature

Seal: (Authorised Signatory)

Name and Address of the Bidder

(Note: - This document must be sworn before First Class Magistrate/Notary)

-END-