BID DOCUMENT FOR SUPPLY OF DRUGS & MEDICINES FOR VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE F.Y 2014-15

(Re-Tender Ref. No: BMSICL/DRUGS/02/2013)

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. (BMSICL)

DEPARTMENT OF HEALTH, GOVT. OF BIHAR

5th FLOOR, BISCOMAUN BHAWAN,GANDHI MAIDAN,PATNA-800001

WWW.BMSICL.GOV.IN

CONTACT NO.0612-2219634,2219635

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD.

5th FLOOR, BISCOMAUN BHAWAN, GANDHI MAIDAN, PATNA-800001

CONTACT NO.0612-2219634, 2219635

MANAGING DIRECTOR,BMSICL INVITES THETENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO WAREHOUSE OF BMSICL FOR THE YEAR 2014-15

TENDER REFERENCE :	BMSICL/DRUG/02/2013, dt 09/12/2013
DATE OF COMMENCEMENT OF SALE OF TENDER:	17/12/2013
TENDER DOCUMENT PRE-BID MEETING WILL BE AT:	at 11.30 A.M. on 24.12.2013 at 5TH FLOOR BISCOMAUN BHAWAN, PATNA-800001
LAST DATE FOR SALE OF TENDER DOCUMENT:	***15.01.2014*** UPTO 5.00 P.M.
LAST DATE AND TIME FOR RECEIPT OF TENDER: `	***16.01.2014*** Up to 2.30 P.M.
TIME AND DATE OF OPENING OF TENDER:	***16.01.2014*** Up to 3.30 P.M.
PLACE OF SUBMISSION AND OPENING OF TENDER:	5THFLOOR,BISCOMAUNBHAWAN,PATNA-1
Cost of the Tender Document	Rs.5000/-

TABLE OF CONTENTS

TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES FOR VARIOUS

MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2014-15

MANAGING DIRECTOR, BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. (GOB), (hereinafter referred as Tender Inviting Authority unless the context otherwise requires) invites tender for the supply of drugs and medicines to various Medical Institutions of Govt. of Bihar for the year 2014-15.

GENERAL INSTRUCTIONS TO BIDDERS;

1. VALIDITY OF BIDS :

The bids shall be valid for a period of 120 days from the date of opening of Cover A (TECHNICAL BID) and prior to the expiration of the bid validity; the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days or so depending on the requirement. The tenderer may refuse extension of bid validity without forfeiting the Earnest Money deposit, but those who are willing to extend the validity of their bid shall also be required to provide an extension of earnest money as specified in the tender documents.

2. **ELIGIBILITY CRITERIA**

(a) Tenderer shall be a manufacturer having their own valid manufacturing license or direct importer holding valid import license. Distributors / Suppliers / Agents / Loan licensee are not eligible to participate in the Tenders.

(b) Average Annual turnover in the last three years i.e. 2009-10, 2010-11 and 2011-12 of the bidder shall not be less than Rs. 10 Crores for Medicines and Rs.5.00 Crores for Surgical items & consumables.

(c) (i) Tenderer must have at least 3 years Market Standing as a manufacturer / importer for each drug quoted in the tender. ii) Tenderer should have permission to manufacture/import the item /drug quoted as per specification in the tender from the competent authority.

(d) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted /debarred either by Govt. of Bihar / Central Government/any state Govt. or by any agency of the Central Government or State Government ***based on quality ground*** and whose blacklisting/debarred period is still valid .

(e) If concern/company has been blacklisted/debarred either by govt of Bihar/central govt/any state govt. or by any agency of the central/state govt on quality ground, they are not eligible for this tender, if their blacklisting/debarring period is still valid.

(f) Drug Manufactures located in Bihar will be guided by the Sankalp No.675(1) dated 09/09/2013 for the Technical Qualification, EMD and Security Deposit. Copy of the said Sankalp may be seen on the BMSICL website WWW.BMSICL.GOV.In or on State Health Society Bihar website.

3. GENERAL CONDITIONS.

(i) A complete set of tender documents may be purchased by any interested eligible person of the tenderer on an application in writing and upon payment of a non- refundable fee of Rs.5000/-if applicable, in the form of Demand draft drawn in favor of "**Managing Director , Bihar medical Services and Infrastructure Corporation Ltd**." Payable at Patna.

(ii) Tender document may be purchased from the office of BMSICL situated at 5th Floor, Biscomaun Bhawan, PATNA-1 between 10.00 A.M. to 5.00 P.M. from 17.12.2013 to 06.01.2014 on all working days (Monday to Friday) in person . Tender Inviting Authority will not be responsible in any way for postal delay.

(iii) Bidders may also download the bid document directly from the BMSICL website at www.BMSICL.gov.in. In such case, the bidders are required to submit the tender cost(non refundable) by way of separate Demand Draft , in the form of Demand draft drawn in favor of "**Managing Director , Bihar medical Services and Infrastructure Corporation Ltd**." payable at Patna and the same must be enclosed with Cover A-Technical Bid. The Bidder should specifically superscribe, "DOWNLOADED FROM WEBSITE" on the top left corner of the outer envelope containing Cover A and Cover B. In no case, the tender cost should be mixed with EMD amount. The bidders not following the above procedure will summarily rejected.

(iv) All tenders must be accompanied with Earnest Money Deposit as specified in clause 4.1(a) of the Tender document.

(v) A pre-bid meeting will be held at 11.30 AM on 24.12.2013 at 5th Floor, Biscomaun Bhawan, Patna-800001 to clarify any queries from bidders. Those who wish to attend the same may do so at their own cost. If any amendment is required in the bid document, following the pre bid conference, it would be posted on the website. Tenders will be opened in the presence of bidders / authorized representatives who choose to attend the same at their own cost on the specified date and time, at 5th Floor, Biscomaun Bhawan,Patna-01.

(vi) At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition of Tender documents by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his own discretion, extend the date and time for submission of tenders.

(vii) Interested eligible bidders may obtain further information in this regard, if any, from the office of the Tender Inviting Authority.

4. TECHNICAL BID -COVER "A"

4.1 The tenderer should furnish the following in a separate cover hereafter called "Cover A".

(a) Earnest Money Deposit shall be as per clause 7 of EMD in the form of Demand Draft drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd from any scheduled bank which will be payable at Patna.

(b) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

(c) The tenderer should furnish notarized and attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must be renewed and valid . The items quoted shall be clearly highlighted in the copy of approved product list of the license.

(d) Notarised and attested photocopy of the valid import license in Form 10 accompanied with Form 9 and Form 41 (as per Rule 122A of Drugs and Cosmetics Act) of the quoted imported products, showing clearly that the quoted products are being imported and marketed in India since last three years. if the product is imported. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs imported by the firms issued by the licensing authority shall also be attached.

(e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the tenderer should sign and deal with the tender documents.

(f) Market Standing Certificate of minimum last three years issued by the Licensing Authority as a Manufacturer for each quoted drug .

(g) Non-conviction Certificate issued by the Drugs Controller of the State certifying that the bidders have not been convicted during last three years.

(h) Current Good manufacturing practices Certificate (cGMP) as per revised Schedule-'M' (for manufacturers only) issued by the Licensing Authority. The Importer should produce the WHO GMP with Certificates of pharmaceutical products (CoPP) of the manufacturing firm. The tenderer shall also furnish a notarized affidavit in the format given in Annexure-III declaring that the tenderer complies the requirements of cGMP (as per revised Schedule-'M').

(i) Copy of Income Tax return for Assessment Year 2011-12, 2012-13,2013-14 must be enclosed.

(j) An affidavit before the Magistrate/ Notary stating that "the company or any of its products has not been blacklisted either by Govt. of Bihar / Central Government/any agency of Central Government or State Governments. If yes then indicate blacklisting period and details regarding blacklisting of individual products. In case the agency or any product of the agency is blacklisted and agency do not declare it in the said affidavit, the agency will be technically disqualified.

(k) Copies of the Audited Balance Sheet and Profit and Loss Account for the last three financial years i.e. 2010-11, 2011-12, 2012-13.

(l) Copy of valid sale tax/vat registration.

(m) The tender document should be signed by the tenderer in all pages with office seal and must be serially numbered.

(n) All Annexure duly filled, signed by the bidder except the Annexure-XIII & Annexure-XIV and also all the submitted documents must be attested.

4.2. The above documents should be numbered and sealed in a separate cover superscribed as "TECHNICAL BID -COVER "A" -TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2014-15 DUE ON 7.01.2014 AT 2.30 P.M. TO BE ADDRESSED TO **"THE MANAGING DIRECTOR, BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD (ON BEHALF OF DEPT. OF HEALTH GOVT. OF BIHAR), 5th FLOOR BISCOMAUN BHAWAN,PATNA-800001**

5. **PRICE BID - COVER "B"**

1. Cover "B" will contain Price Bid of the Tenderer.

(i) Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as invalid. Corrections done with correction fluid should also be duly attested.

(ii) Each page of the price bid should be duly signed by the tenderer affixing the office seal.

(iii) (a) The tenderer shall quote in the rate in the Annexure-XIII & XIV for item(s) quoted and also in the Non Writable Compact Disc (CD) and such filled up in Annexure-XIII and Annexure-XIV along with the Compact Disc (CD) (Soft Copy) should be submitted in a sealed cover superscribed as FINANCIAL BID – COVER –'B'

(iv) The rate quoted per unit or landed price in Annexure-XIV shall be inclusive of all central duties such as customs duty and central excise duty etc. except the sales tax /vat.

(v) The details of rates and manufacturing capacity given in Annexure-XIII and XIV should also be entered clearly in the Non Writable Compact Disc (CD) as per the instructions given along with the tender. In the event of any dispute, entries made in the Non Writable CD shall be treated as final and it will prevail upon the submitted price bid in hard copy.

5. (2). The tenderers shall submit duly signed Annexure-XIII and Annexure-XIV and soft copy of Annexure-XIII and Annexure-XIV (Non Writable Compact Disc (CD)) in a sealed cover Superscribed as "PRICE BID-COVER "B" -TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2014-15". The "Cover B" should also be addressed to **MANAGING DIRECTOR BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR ,5TH FLOOR,BISCOMAUN BHAWAN,PATNA-800001.**

5. (3). Two separately sealed covers {Technical bid (Cover "A") {Refer Clause No.4.2} and Price Bid (Cover "B")} { Refer clause 5.(2) } shall be placed in a cover which shall be sealed and Superscribed as "TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS HEALTH FACILITIES OF GOVT. OF BIHAR FOR THE YEAR 2014-15 DUE ON 7.01.2014 AT 2:30 P.M. and addressed to MANAGING DIRECTOR, **BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD.** ,DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR , **5TH FLOOR,BISCOMAUN BHAWAN,PATNA-800001** which shall be submitted within the date and time as specified in Clause 1(a).

5. (4). If the last date for submission of Tender is declared a holiday, the tenders may be submitted on the next working day on same scheduled time.

6**. OPENING OF COVER "A" AND COVER "B" OF TENDER**

(a) All the tenderers are entitled to be present at the date and time for opening of Technical Bid -Cover "A" of the tender submitted by them.

(b) The tender will be scrutinized by tender evaluation committee formed by BMSICL. Inspection of manufacturing unit for compliance of GMP would be carried out by the technical committee team constituted for this purpose. Tenderers, who were found eligible on satisfying the criteria for technical evaluation and inspection, will only be invited to be present at the date and time for opening of Price Bid - Cover "B" of the tender.

7**. EARNEST MONEY DEPOSIT** The Earnest Money Deposit referred to at Clause 4.1(a) shall be Rs.2,00,000/- (Two Lakh only) for Medicines and Rs.50,000/-(Fifty Thousand only) for surgical items and

consumables. In case tenderer is quoting for both medicines and surgical items & consumables, bidder has to deposit Rs.2,50,000/-(Two Lakh Fifty Thousand only).The Earnest Money Deposit shall be paid in the form of Demand Draft, favoring Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd issued from any Scheduled Bank and payable at Patna.This should be enclosed with the tender in Cover "A". Earnest Money Deposit in the form of Cheque / Cash / Postal order/FDR will not be accepted. No interest shall be paid on the EMD.

8**. EARNEST MONEY DEPOSIT EXEMPTION**

(1) No exemption from payment of EMD is permitted except for the small scale units in Bihar.

(2). (i) The tenders submitted without sufficient EMD will be summarily rejected.

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

a. It is found that the manufacturing unit of the tenderer does not comply with cGMP but has furnished an affidavit as in Annexure-III.

b. Any bidder withdraws his offer within the bid validity period before finalization of the tender.

c. On refusal to enter into a contract after the award of contract.

d. In any party accepts the purchase order but does not supply ***within 45 days*** from the date of acceptance of the purchase order.

9**. OTHER CONDITIONS**

i). The orders will be placed by the Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd or other competent official authorized by BMSICL (hereinafter referred to as Ordering Authority) in their respective jurisdictions;

ii). The details of the required drugs, medicines, etc., are shown in Annexure-VI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.

iii) Tender has been called for in the generic names of drugs. The tenderers should quote the rates for the generic products only. The composition and strength of each product should be as per details given in Annexure-VI. Any variation, if found, will result in the rejection of the tender.

iv) Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales Tax/VAT) should be quoted for each of the required drugs, medicines etc., and separately on door delivery basis. The delivery should be made as stipulated in the purchase order placed with successful tenderers.

v) The price quoted by the tenderers shall not, in any case exceed the controlled price/ceiling price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled /ceiling price or MRP, as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.

vi) The rates quoted and accepted will be binding on the tenderer during validity period of the bid and any increase in the price (except increase due to Excise Duty) will not be entertained during the validity period of Tender.

vii) No tenderer shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

viii) BMSICL shall make the agreement with L1 declared bidders and Purchase order will be issued to L1 declared bidder only and if there is more than one L1,the supply quantity will be equally distributed. In case L1 declared bidder either fails to supply the required items in full quantity or make the delayed supply, the same will be purchased from the L2 bidders at L2 rate and differential amount of L1 and L2 will be recovered from the L1 bidders.

ix) Blood products should be supplied only after getting HIV and Hepatitis-B screening certificate. A copy of these Certificates should be sent with every consignment and every invoice.

x) Supplies should be made directly by the bidder ***or his authorized agency if acceptable to BMSICL.***

xi) The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority and or of the Govt. of Bihar. The tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the quoted items. If a Company/Firm does not allow or put any obstruction in carrying out such inspection, their tender shall be summarily rejected.

10**. ACCEPTANCE OF TENDER**

i) The rate evaluation committee formed by Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd will evaluate the tender with reference to various criteria and the successful bidder shall be selected by the rate evaluation committee taking quoted rate (Landed Price without Sales Tax/VAT) of the bidder into consideration.

ii) Tender Inviting Authority reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for, in a tender without assigning any reason.

iii) Tender Inviting Authority, or his authorized representative(s) or the authorized representative(s) of Govt. of Bihar has the right to inspect the factories of tenderers, before, accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate / cancel the purchase orders issued and or not to reorder, based on adverse reports brought out during such inspections.

iv) The acceptance of the tenders will be communicated to the successful tenderers in writing by the tender inviting authority.

v) The rates of the successful tenderers would be valid for one year from the date of issue of first purchase order which may be extended for maximum of further 3 months by mutual consent of both the purchaser and supplier.

11. **SECURITY DEPOSIT** : The Successful Tenderer shall be required to pay Security Deposit of 10% of the estimated consumption value as detailed below:

a) They have to submit the performance guarantee of 5% of the estimated consumption value before entering into agreement in the form of Fixed Deposit Receipt (pledged to Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd) or Demand Draft or Bank Guarantee drawn in favour of "the Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd", payable at Patna , viz. Tender inviting authority before releasing the purchase order by the ordering authority.

b) Balance 5% will be deducted from the running bill of the Tenderer.

c) Security Deposit will be refunded within 15 days from the receipt of application of refund after the expiry /cancellation of contract.

12. **AGREEMENT**

(a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.1000/- (stamp duty to be paid by the tenderer) within 10 days from the date of the intimation with the Tender Inviting Authority, viz., the Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd.. The Specimen form of agreement is available in Annexure-VIII.

(b) The tenderer 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

(c) All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at the premises, places of business or abode.

(***d) In case successful tenderer do not execute agreement for all the product or part of the product, EMD of the tenderer will be forfeited.***

13**. SUPPLY CONDITIONS**

i) Purchase orders along with the delivery destinations (normally at Fathuha, Purnia, and Muzaffarpur) will be placed on the successful tenderer as per requirement and discretion of the Ordering Authority .

ii) All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied medicines and Drugs (covered in Schedule-P of Drugs and Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under. The medicines and Drugs should be supplied within 90 days from date of manufacture. All drugs supplied should have at least a minimum of 3/4th of the shelf life of the drug supplied at the time of supply.

iii) The tenderer must submit a Test Analysis report from for every batch of drug supplied along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs will be returned back to the suppliers and he is bound to replenish the same with a copy of test . The Drugs and medicines supplied by the successful tenderer must comply with the specifications, stipulations and conditions specified in the Annexure.

4. Tenderer shall supply the product, at the designated places within 45 days from the date of receipt of purchase order.

5. BMSICL shall make the agreement with L1 declared bidders and Purchase order will be issued to L1 declared bidder only. In case L1 declared bidder either fails to supply the required items in full quantity or

make the delayed supply, the same will be purchased from the L2 bidders at L2 rate and differential amount of L1 and L2 will be recovered from the L1 bidders.

6. It shall be the responsibility of the supplier for any shortages/damage at the time of receipt in the designated places. Ordering Authority is not responsible for the stock of drug received, for which no order is placed.

7. The supplier shall take back Drugs, which are not utilized by the ordering authority within the shelf life period based on mutual agreement.

8. If at any time the tenderer has, in the opinion of the ordering authority, delayed in making any supply by reason of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the tenderer within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, power cut, labour disputes etc.

9. In the event of items of drugs supplied found to be not as per specifications in respect of their packing, the Ordering Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 18 and 19 of contract.

14**. LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in Annexure-II.

i) Tenders for the supply for Drugs and medicines etc., shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram either printed or embossed on tablets and capsules, bottles etc., as per the design enclosed as per Annexure-II. ***In case of genuine difficulties on any product, separate approval may be taken from BMSICL.***

ii) All tablets and capsules have to be supplied in standard packing with printed logogram and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.

iii) Vials, Ampoules and Bottles containing the items tendered for should also carry the logogram.

iv) Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills to bidders.

15. **PACKING**

i) The Drugs and medicines shall be supplied in the package specified in Annexure-VII and the package shall carry the logograms specified in Annexure-II.

ii) The packing in each carton shall be strictly as per the specification mentioned in Annexure-VII. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

iii) The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC, etc.

iv) The strip/blister pack/bottle shall have the name of the drug, in addition to the logo.

v) It should be ensured that only first hand fresh packaging material of uniform size including bottle and vial is used for packing.

vi) All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

Vii) Packing should be able to prevent damage or deterioration during transit.

16**. QUALITY TESTING**

i) Samples of supplies of each batch will be chosen at the point of supply or distribution / storage points for testing. (The samples would be sent for the purpose of test and analysis by the ordering authority). 2% of the purchase value shall be deducted towards handling and testing charges by ordering authority for the above purpose.

ii) The Drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be as rejected supplies.

iii) In the event of the samples of Drugs and medicines supplied failing quality tests or found to be not as per specifications the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.

iv) The supplier shall furnish to the purchaser the evidence of bioavailability and/or bio-equivalence for certain critical drugs will be supplied by the Supplier, if there is any problem in the field and the purchaser requires it for their satisfaction.

17. **PAYMENT PROVISIONS**

i) No advance payments towards costs of drugs, medicines etc., will be made to the tenderer.

ii) The verification of the bills of the supplier and supplied drugs / Hospital goods would be done by the Stores in-charge at the warehouse of the Ordering Authorities. On receipt and after verification of the goods, it would be entered in the stock register. Payment would be made by the Ordering authority.

iii) After receipt of the analytical report regarding quality the payment would be made to the supplier within 30 days of time .

iv) All bills/ Invoices should be raised in triplicate and in the case of excisable Drugs and Medicines, the bills should be drawn as per Central Excise Rules in the name of the ordering authority .

v) Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order PROVIDED the supplied items are found to be of standard quality.

vi) 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 tenderer himself, the tenderer shall be bound to inform ordering authority immediately about such reduction in the contracted prices. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.

vii) (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Drugs approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of essential drug, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the drugs approved under the tender.

(b) In case the successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty becomes chargeable on the goods manufactured by them.

18**. DEDUCTION IN PAYMENTS**:

i) In all supplies, 2% of the contract value shall be deducted towards handling & testing charges except vaccines. In case of Vaccines handling charges will be 1%.

ii) In all the supplies, 5% of the bill value will be deducted towards security deposit.

iii) If the supply reaches the designated places between 5 PM of the 45th day and 5 PM of 60th day from the date of purchase order, a liquidated damages will be levied at 0.5% per day for delayed supply between 45th day and 60th day up to a maximum of 10%, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.

iv) If there is any unexecuted orders after 5 PM of 60th day from the date of purchase order, the order shall stand cancelled automatically after levying penalty @ 20% on the value of unexecuted order and such penalty is recoverable from any amount payable to the supplier or it may lead to forfeiture of security deposit.

v) If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty on the total value of supply. Further the Performance Security (SD) would be forfeited with a notice to the supplier.

vi) All the tenderers are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions a separate damages will be levied @ 2% irrespective of the fact that ordering authority had actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.13.09.

19. **QUALITY CONTROL DEDUCTION & OTHER PENALTIES:**

i**) If the bidder withdraw his bid/product during bid validity period or** successful tenderer fails to execute the agreement and / or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money deposited by him along with his tender shall stand forfeited by the Tender Inviting Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting the supplier for a period of one year.

ii) If supplied drug fail in quality then supplier will either have to lift the whole lot/batch at their own cost within 30 days and pay the equivalent amount by draft to procure apart from other penalty as per contract. If the lot is not lifted within 30 days it will be destroyed and all cost, including the cost of destruction will be recovered from supplier. No payment will be made for the entire rejected/substandard batch of that particular item, even if the supplies have been consumed in good faith. If the payment has already been made and they fail to pay the amount then amount will be adjusted from the pending bills for the supplier firm or security deposit. An additional 10% of the cost of Not of Standard Quality Drugs shall be deducted to meet the cost of handling sub standard drugs. In no circumstances, request for replacement of sub standard drugs by the supplier shall be entertained. Further, action will be initiated for blacklisting of the product/firm and legal action as per the rule and prevailing issued by Drug Controller General (India)

iii) If any items of Drugs / Medicines supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the supplier, if payment had already been made to him. In other words the supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the ordering authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the tenderer. On the basis of nature of failure, the product /supplier will be moved for Black Listing.

iv) For supply of drugs of NOT OF STANDARD QUALITY the Controller of Drugs will be informed for initiating necessary action on the supplier and that product shall be blacklisted and no further supplies accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders of ordering authority for supply of such Drugs for a period of five subsequent years.

v) The supplier shall furnish the source of procurement of raw materials utilized in the formulations if required by ordering authority. Ordering Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.

vi) The decision of the ordering authority or any Officer authorized by him with regard to the quality of the supplied drugs, medicines etc., shall be final and binding.

vii) Ordering Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

viii) For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the

ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

ix) Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.

X)(a) In the event of making ALTERNATIVE PURCAHSE, as specified in Clause 13.6, Clause 15.10 and in Clause 16.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the ordering authority in making such purchases from any other sources or in the open market or from any other tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.

(b) Aggrieved by the decision or levy of fine by the Ordering Authority, the supplier can make an appeal with the concerned Directors. Aggrieved by the decision of the concerned Director, the supplier can take up the appeal with the Tender Inviting Authority.

xi) In all the above conditions, the decision of the Tender Inviting Authority, viz. Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd would be final and binding, in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.

xii) All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

20**. BLACKLISTING PROCEDURE**

The procedure of the ordering authority for blacklisting is in Annexure-X. This procedure is in addition to and not in derogation of the terms and conditions of the tender documents.

21. **REGISTRATION**

BMSICL reserve the right to register the technically qualified bidders for future supply of those items for which they have applied and found qualified on technical grounds as per the rules of registration of BMSICL and depending upon the requirement only financial bid may be asked for the supply of registered item from those technically qualified bidders.

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

23**. JURISDICTION** In the event of any dispute arising out of the tender or orders such dispute would be subject to the jurisdiction of the Court of Patna or Honorable High Court of Bihar.

TABLE OF ANNEXURES

ANNEXURE-I

Ref. Clause No. 4.1(l)

FORM OR CERTIFICATE OF SALES TAX/VAT VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF BIHAR.

(To be filled up by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax/VAT Addresses or assessment.

02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.

b. Places of business of the applicant (All places of business should be mentioned).

03. The Districts, blocks and divisions in which the applicant is assessed to Sales Tax/VAT (All the places of business should be furnished).

04. a. Total contract amount or value of patronage received in the preceding three years.

2010- 2011

2011- 2012

2012- 2013

b. Particulars of Sales - Tax/VAT for the preceding three years.

Year	**Total T.O. be assessed (Rs.)**	**Total Tax assessed (Rs.)**	**Total Tax paid (Rs.)**	**Balance due (Rs.)**	**Reasons for balance (Rs.)**
2010- 2011					
2011- 2012					
2012- 2013					

c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.

d. Whether any penal action or proceeding for the recovery of Sales Tax/VAT is pending.

e. The name and address of Branches if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

(To be filled up by the Assessing authority) : OPTIONAL

In my opinion, the applicant mentioned above has been/ has not been/ doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax – Officer

Deputy Asst.

ANNEXURE-II

Ref. Clause No. 4.1(n) & 14.1

UNDERTAKING

I do hereby undertake that I will supply the Drugs /…….. as per the designs/specifications given in enclosures to this Annexure and as per the instructions given in this regard.

Signature of the bidder

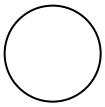
Name in capital letters with Designation & official seal

Attested by Notary Public.

ENCLOSEURE-I TO ANNEXURE-II – REFER CLAUSE NO. 14

DESIGN FOR LOGOGRAM

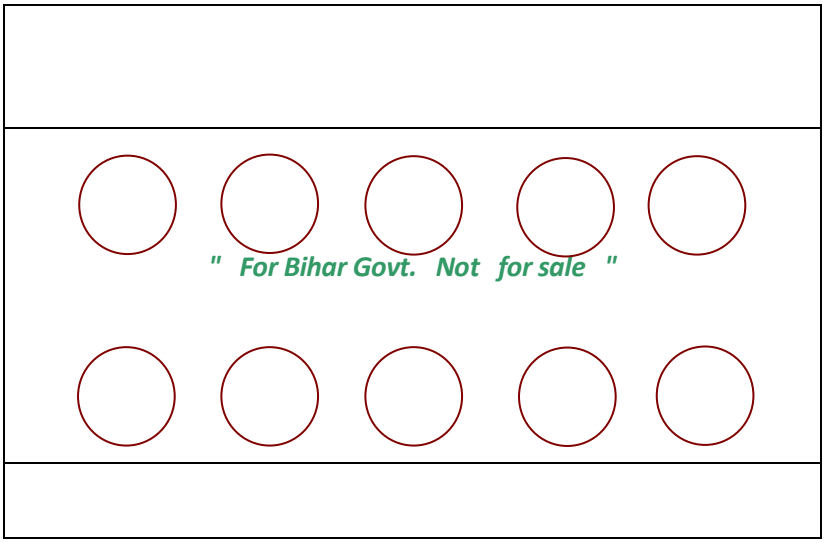
TABLET/INJECTION/SURGICAL/SUTURE



One side

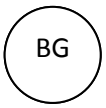
Another side

DESIGN FOR STRIP ALONG WITH THE MATTER TO BE PRINTED *-Description of the Tablet as per pharmacopoeia*

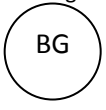


INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words "**Bihar Govt. Not for sale**" overprinted and the following logogram which will distinguish from the normal trade packing.



The vials should be supplied with aluminum seals containing the following logogram.



ENCLOSURE-II TO ANNEXURE-II

Refer Clause no. 14

SPECIMEN LABEL FOR OUTER CARTON

BIHAR GOVT. SUPPLY

NOT FOR SALE

Sl.No.	Name of the item/drug	Batch No.	Mfg. date/expiry date	Packing	Quantity	Manufactured by

Net Weight: …… Kg.

Name of the supplier

ANNEXURE-III

Ref. Clause No. 4.1. (j)

DECLARATION

I/We M/s._____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender No. ---------- for supply of …… floated by the Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd. (BMSICL) and accepts all conditions of Tender document.

I/We declare that my manufacturer posses the valid licence and GMP Certificate as per revised Schedule-'M' issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940 and the Rules made there under. I/We undertake full gurrantee/warrantee for the of the items of kit

I/We agree that the Purchaser forfeiting our Bid security and or Performance Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per Schedule M of the said Act.

Signature:

Seal

Name & Address :

To be attested by the Notary.

Enclosure to Annexure – III

Refer Clause 4.1

Declaration for Compliance of cGMP

01. Name and Address of the Firm :

02. Name of Proprietor / Partner / Director :

03. Name and Designation of Person Present :

04. GMP Certificate as per Revised Schedule "M"

05. Details of Licenses Held With Validity :

06. Number of Workers Employed :female : male :

07. Whether Workers Provided with Uniform : Yes / No

08. Whether Medical Examination done for the Workers : Yes / No

09. Hygienic Condition: Satisfactory / Not Satisfactory

(I) Surrounding : Satisfactory / Not Satisfactory

(II) Production Areas : Satisfactory / Not Satisfactory

(III) Other Areas : Satisfactory / Not Satisfactory

10. Provision for Disposal of Waste : Yes / No

11. Heating System : Yes / No

12. Whether Benches provided in all working areas : Yes / No

13. Water Supply

(A) Source :

(B) Storage Condition : Satisfactory / Not Satisfactory

(C) Testing (With reference to Pathogenic Organisms) : Yes / No

(D) Cleaning Schedule in Water Supply System with Proper Records : Yes / No

(E) Type of Machinery installed as to Semi-automatic or Fully Automatic plant for water purification system along with cost and whether this is working, and if so the flow rate of Pharmaceutical water to meet the requirements of preparation
:

14. Air handling system along with list of machine and cost of the unit, separately for sterile and non sterile preparation
:

15. Whether the pollution control clearance is valid for Air and Water and if so the period upto which valid (copy of the certificate to be enclosed) :

16. Raw Material Storage Area

(I) Quarantine : Provided / Not Provided

(II) Passed Materials : Provided / Not Provided

(III) Rejected Materials : Provided / Not Provided

17. Finished Product Storage Area

(I) Quarantine : Provided / Not Provided

(II) Released Material : Provided / Not Provided

18. Details of Technical Staff

Name	Qualification	Experience
For Manufacturing:		
For Testing:		

19. Testing Facilities (List of Equipments to be furnished separately in the format to meet the bench mark vide Annexure)

Chemical Method : Yes / No

Instrumental : Yes / No

(Type of Instrument provided as indicated in Annexure)

Biological : Yes / No

Micro Biological : Yes / No

Animal Testing : Yes / No

20. Remarks

(A) Whether Products Quoted to BMSICL are Endorsed in the License: Yes / No

(B) Whether the drugs quoted to BMSICL have been Manufactured Earlier (Last 3 Years) :Yes/No

If Yes, Details Like

Sl.No	Date of Manufacture	Name of the Drug	Batch No.	Batch Size	Date of Release

Production Capacity (Section Wise)

PRODUCTION CAPACITY:

Tablet Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No. of shift (4)	Production Capacity allotted for BMSICL (5)
Planetary mixer				
Fluidized bed drier				
Tray drier				
Mechanical shifter				
Multi mill				
Tablet compression machine				
1) With _____ number of station				
2) With _____ number of station				
3) With _____ number of station				

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No. of shift (4)	Production Capacity allotted for BMSICL (5)
4) With _____ number of station				
Coating pan.				
Blister Packing machine				
Strip packing machine				

Capsule Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Double cone blender				
Automatic capsule filling machine				
Semi automatic Capsule filling machine				
Hand filling machine				
Blister packing machine				
Strip packing machine				

Parenteral Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Small volume Parenteral				
Mixing Vessel				
Laminar Flow unit				
Filtration unit				

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Ampoule filling machine (with No of head)				
Vial filling Machine (with No of head)				
Vial sealing machine				
Powder filling machine				
Autoclave for terminal Sterilization				
Ampoule labeling machine				
Vials labeling machine				

Large Volume Parenteral Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Mixing Vessel				
Filtration unit				
Filling Machine Autoclave for terminal Sterilization				
Labeling Machine				

Ointment / Cream

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for NMSICL (5)
Stream jacket vessel for mixing				
Ointment/cream filling machine				

Liquid Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Bottle washing machine				
SS tank with capacity				
Filter press				
Colloidal mill				
Bottle Filling Machine				
Labeling Machine				

External Preparation

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Mixing Vessel				
Filling machine				
Labeling machine				

(D) Any, Not Of Standard Quality : Yes / No

Reports Of Product Quoted/

(If Not, Nil Statement)

(E) Any Prosecution After : Yes / No

Submission of Tender Documents.

(If Not, Nil Statement)

(F) Chances Of Cross Contamination : Yes / No

at Raw Materials/In Process/

Finished Product Stages And Steps/ Facilities

(G) Validation of Equipments done : Yes / No

(H) Cleaning Schedule

(I) For Premises :

(II) For Equipments :

(I) Adverse Reaction, If Any and :

Reported

Sl. No.	Description	Remarks
1	Whether any drug(s) manufactured by the tenderer has / have been recalled during last five years? If yes given details	
2	What are the results of investigations on the recalled drug(s)?	
3	What action have been taken to prevent recurrence of recall of drug(s) on that particular account?	

(J) Complaints Received If Any :

and Steps taken.

Sl. No.	Description	Remarks
1	Whether any drug(s) manufactured by the tenderer has / have been recalled during last five years? If yes given details	
2	What are the results of investigations on the recalled drug(s)?	
3	What action have been taken to prevent recurrence of recall of drug(s) on that particular account?	

Instruments Provided in the Quality Control Lab

Sl.No. (1)	Name of the Instruments (2)	No. of Instruments (3)	Cost of Instruments (4)	Whether it is in working condition (5)
1	Analytical Balance			
2	Infra Red Spectrometer			
3	Karl Fisher Tritator			
4	Melting Point			
5	Brookfield Viscometer			
6	Polarimeter			
7	Autoclave			
8	Refractometer			
9	Sampling Booth			
10	UV-Vis Spectrometer			
11	HPLC			
12	Muffle Furnace			
13	Fuming Cupboard			
14	Micrometer			
15	Dissolution Tester			
16	Disintegration Tester			
17	Friability Tester			
18	Vernier Calipers			
19	IR Balance			
20	Hardness Tester			
21	Leak Test Apparatus			
22	Laminar Air Flow			
23	BOD Incubator			
24	Vacuum oven			
25	Bulk Density Apparatus			

Sl.No. (1)	Name of the Instruments (2)	No. of Instruments (3)	Cost of Instruments (4)	Whether it is in working condition (5)
26	Water Activity Meter			
27	Anaerobic System			
28	Gas Chromatograph			
29	LAL Kit			
30	Sterility Test Kit			
31	Particle Counter			
32	Air Sampler			
33	Flame Photometer			
34	Tap Density Tester			

Signature and Seal of Proprietor / Partner / Director

To be attested by the Notary.

ANNEXURE-IV

Ref. Clause No. 4 .1(f)

PROFORMA FOR MARKET STANDING CERTIFICATE

(FOR A PERIOD OF LAST 3 YEARS)

Name of firm_____

Sl.No.	Name of The Product	Quantity Manufactured (and No. of batch)			Name and Address of Purchaser
		Year1	Year 2	Year 3	
1					
2					
3					
4					
5					

- In the Market Standing Certificate issued by LA/Drug Controller. Name and address of the purchaser is optional.

Annexure-V

Ref. Clause. 4.1. (k)

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/.s_____(bidder) for the past three years are given below and certified that the statement is true and correct:

Sl.No.	Year	Turnover in Lakhs (Rs)
1.	2010-11	
2.	20011-12	
3.	2012-13	

Total - Rs. _____ Lakhs.

Average annual turnover :

Signature of Auditor/ Chartered Accountant

(Name in Capital)

Seal

Date

ANNEXURE-VI

Ref Clause No. 9.2

List of Drugs required

Sl. No	Name of the Item /drug	Dosage Form	Unit	Specifications	Approx tendered quantity in No.	Remarks, if any

Note:- The Quantity may increase or decrease as per Clause No. 9.2

1. Every Consignment of Blood and related products should be certified to be (a) AIDS Free (b) Hepatitis B Free
2. Ointments should be packed in liquidized Aluminium Tubes.
3. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing. Specification of outer cartons are as given in the Schedule (Annexure-VII)
4. In case of any conflict between Carton specifications and packets per carton specification (Last column of this table), the specification of the packets / carton shall prevail. All tablets should have a score line.
5. All plastic containers should be made of virgin grade plastics.
6. All plastic jars above 450Gms / ml should carry an inner plastic lid.
7. Strips of Aluminium foils refer to gauge 04.
8. Aluminium foils as back material for blisters refer to gauge 025.
9. The rigid PVC used in blister packing should be of not less than 250 micron.
10. All glass bottles should be new neutral glass.
11. All tablets should have a score line.
12. The strips shall be aluminium strip / blisters with aluminium foil back.

13. Injection in vials should have a snap of seals.

14. The strips shall be aluminium strip / blisters with aluminium foil back

List of Drugs & Medicine

Sl.	Drug Code	Drug Name	Strength	PackingUnit	Tendered Qty in packing Unit
1	D0006	Acetyl Salicylic Acid (Aspirin)	75mg	14x10	1000
2	D0007	Adrenaline Bitartrate	1mg/ml - 1ml Ampoules	1ml amp.	1000
3	D0008	Adrenochrome mono semi carbazone	1mg/ml- 2ml amp.	2ml amp.	1000
4	D0009	Albendazole	400 mg.	10x10	7322769
5	**D0011**	**Albumin**	**5.00%**	**50 ml bottle**	1000
6	**D0011.1**	**Albumin**	**5.00%**	**100ml bottle**	1000
7	**D0011.2**	**Albumin**	**5.00%**	**250ml bottle**	1000
8	D0038	Anti scorpion Venom	inj	Vial	1000
9	D0040	Anti-D Immunoglobulin (Human)	150mcg	Vial	1000
10	D0048	Anaesthetic Ether	500 ml bottle	500ml bottle	1000
11	D0050	Artesunate	50 mg	10x10	1000
12	D0058	Bupivacaine Hydrochloride	Bupivacaine Hydrochloride-5mg + Dextrose Monohydrate-80mg/ml-4ml Inj.	4ml amp.	1000
13	D0076	Cefotaxime	125mg Vial	Vial	41400
14	D0086	Ceftriaxone+Salbactum	250mg+**125mg**	Vial	1000
15	D0091	Chloramphenicol 1% Eye Applicacaps	1% Eye Applicacaps	Pack of 50 Applicaps	1000
16	D0093	Chlorinated Lime Water (EC Lotion)	1.25mg	li	1000
17	D0099	Ciprofloxacin	500mg	10x10	28671225
18	D0106	Co-Trimoxazole	Trimethoprim I.P. - 80mg Sulphamethoxazole I.P. 400mg	10x10	1000
19	D0110	Cyclophosphamide	200 mg Vial	Vial	1000
20	D0111	Cyclophosphamide	500 mg Vial	Vial	1000
21	D0113	Dexamethasone	Inj.- 4mg/ml- 10ml Vial	10ml Vial	146970
22	D0116	50% Dextrose	25 ml ampoule	25ml	1000
23	D0127	Dicyclomine HCl+Paracetamol	10mg+**325 mg**	10x10	1000
24	D0147	Gamma Benzene Hexachloride	Lotion 1% 100ml bottle.	100ml bottle	304233
25	D0159	Hyalouronidase	1500 I.U.	Vial	1000
26	D0175	Ketamine Hydrochloride	Inj.- 10mg/ml- 2ml Vial	2ml amp.	1000

27	D0177	Lignocaine Hydrochloride	Lignocaine Hcl- 53.5 mg=5% + Dextrose- 75mg - 2 ml ampoule	2ml amp.	1000
28	D0179	Lignocaine Hydrochloride	2%- 100ml	100ml Vial	1000
29	D0183	Lorazepam	2mg/ml-2ml amp	2ml amp	1000
30	D0192	Methotrexate	2.5 mg tablets	10x10	1000
31	D0193	Methotrexate	50 mg/2ml - 2 ml ampoule	2ml amp.	1000
32	D0203	Micronised Progesterone	100 mg	10x10	1000
33	D0204	Micronised Progesterone	200 mg	10x10	1000
34	D0212	Nikethamide	25% wv	Amp/Vial	1000
35	D0213	Noradrenalin	4 mg/2ml- 2 ml ampoule	2ml Amp	1000
36	D0214	Norethisterone	5mg tab	10x10	1000
37	D0216	Normal Saline	0.45% (N/2) 500ml Bottle	500ml bottle	1000
38	D0217	Normal Saline	Sodium Chloride- 0.9% - 100 ml Bottle	100ml bottle	11500
39	D0231	Paracetamol	**100mg**/ml-15ml drops	15ml drops	1000
40	D0236	Phenobarbitone	20mg/5ml-60ml bottle	60ml bottle	1000
41	D0239	Phenytoin Sodium	50mg/ml.- 2ml Amp.	2ml amp	1000
42	D0240	Pilocarpine	0.5%- 1ml ampoule	1ml amp.	1000
43	D0241	Piperacellin+Tazobactum	Vial containing Peperacilin Sodium - 4 gm & Tazobactam- 500 mg	Vial	1000
44	D0243	Povidone Iodine	100ml (contains : 5% w/v Povidone Iodine)	100ml	151836
45	D0252	Propofol	2% - 10ml Vial	20ml Vial	1000
46	D0253	Psoralen (Methoxsalen)	0.75%	tube	1000
47	D0254	Psoralen (Methoxsalen)	10 mg	10x10	1000
48	D0255	Psoralen (Methoxsalen)	5mg	10x10	1000
49	D0259	Rabies Immunoglobulin	150I.U.	1ml	1000
50	D0261	Ranitidine	150mg	10x10	3732325
51	D0266	Sodium Bicarbonate	7.5% w/v - 25 ml inj.	25ml Amp	6096
52	D0283	Trifluoperazine+Trihexyphenidyl HCl	Trifluoperazine 5mg+ Trihexyphenidyl, Benzhexol 2 mg	10x10	1000
53	D0288	Vincristine	1 mg/ml - 1 ml inj.	1ml amp.	1000
54	D0292	Water for Injection	2ml	amp.	1000
55	D0293	Water for Injection	5ml	amp.	1000
56	D0294	Water for Injection	10ml	Vial	1000
57	D0297	Zinc Sulphate	**20mg/5ml** - 100ml bottle	100ml bottle	1000
58	D0095	Chloroquine Phosphate	150 mg base	150 mg	1000
59	D0025	Amoxycillin	125DT	tab	7961450
60	D0170	Isosorbide Dinitrate	20 mg	10x10	1000
61	D0054	Atropine Sulphate	1ml amp.	Drop	1000

62	D0194	Methotrexate	25mg/ml	25mg	1000
63	D0242	Piperacellin+Tazobactum	Vial containing Peperacilin Sodium- 2 gm+250mg	Vial	1000
64	D0002	5-Fluorouracil	250mg-5ml Vial	100ml Vial	1000
65	D0246	Povidone Iodine	10% **Solution**	15gm	1000
66	D0107	Co-Trimoxazole	Trimethoprim I.P. - 40mg Sulphamethoxazole I.P. 200mg	10x10	1000
67	D0143	Framycetin Hydrochloride	0.5% ,5 Gm Tube	5mg tube	1000
68	D0092	Chloramphenicol 0.4% Eye Applicacaps	0.4% Eye Applicaps	Pack of 50	1000
69	D0228	Oxytocin	10 I.U./ml-1ml Ampoules.	1ml amp.	1000
70	D0121	Diazepam	2mg/ml	2mg	1000
71	D0337	Rabies Immunoglobulin	150I.U.	5ml	1000

List of Surgical , Sutures and Consumables

s.no	Drug Code	Drug Name	Strength	Unit	Qunatity Tendered	Estimated value in Rs.
1	S0018	Adhesive Tape	4.0"	1 Roll of 10cm*5m	----	500000
2	S0033	Cottonthread No.-10	No.-10	Box	1000	
3	S0061	Melecot Catheter	Surgical	1 Pc.	1000	
4	S0063	Nebuliser Solution (Salbutamol,Ipratopium bromide	**Drug**	1 Pc.	1000	
5	S0064	Needle-Curve Cutting & round body	Surgical	1 Pc.	1000	
6	S0065	Needle-Straight	Surgical	1 Pc.	1000	
7	S0067	Proctoclyss Enema	Containing not less than 16%w/v of sodium acid phosphate-100ml	100 ml	1000	
8	S0077	Skeltal Traction Kit	Surgical	Box	1000	
9	S0079	Spirit	Surgical	Box	1000	
10	S0084	Trypan Blue	50 gm pkt., **Drug**	Box	1000	
11	S0089	Viscomet Kit	**20mg/3ml vial ,Drug**	Box	1000	
12	S0093	Surgical Paper Tape	9mx4.0"	box	----	500000
13	S0094	Paediatric Folley's catheter	Assorted size	1Pc.	----	500000

ANNEXURE-VII

Ref. Clause No.9.2 and 15.1

PACKING SPECIFICATIONS

I. SCHEDULE FOR PACKAGING OF LSCS KIT GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie. product + inner carton + corrugated box).

2. All items should be packed only in first hand boxes only.

3. All Corrugated boxes should be of `A' grade paper ie., Virgin.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

7. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

8. Every box should be sealed with gum tape/PVC tape running throughout the box along the top and bottom.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label in **Green colour** clearly indicating that the product is for **"Bihar Govt. Supply - Not For Sale"**. The lower one third of the large label should indicate in bold, as depicted in enclosure II of Annexure II of this document.

11. The product label on the cartoon should be large at least 25cms x 15cms dimension. It should carry the correct technical name, strength of the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120 gsm.

(2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm2

III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 120 AND BELOW 1 LIT.

(1) All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.

(2) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm.

(3) Ply : 7 Ply.

(4) Bursting Strength : Not less than 12 Kg/Cm2

IV. SPECIFICATION FOR IV FLUIDS

(1) Each corrugated box may carry a maximum of only 24 bottles of 500 ml in a single row or 50 bottles of 100 ml in 2 rows with individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

(2) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

(3) Ply : 5 or 7

(4) Bursting Strength : Not less than 12 Kg/Cm2

V. SPECIFICATIONS FOR LIQUID ORALS 50ml to 120 ml bottles.

(1) 100 bottles of 50ml or 60ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply. 50 bottles of 100 ml - 120 ml may be packed in a similar manner in a single corrugated box.

(2) If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm.

(4) Ply : 7 ply

(5) Bursting Strength : Not less than 12 Kg/Cm2

(6) In case the box is heavier than 7 Kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 Kg/Cm2.

VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in cartoon and then packed in 20's in a grey board box, which may be packed in a corrugated box.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

a. Vials : Note less than 13 Kg/Cm2

b. Amp : Note less than 9 Kg/Cm2

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

(5) If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad.

(6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.

(7) Vials of eye and ear drops should be packed in an individual cartoon with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

VIII. SPECIFICATIONS FOR "ORS"

(1) The sachets should be of Aluminium Foil laminated with glassing or heat sealable plastic film, Outer paper may contain label information.

(2) 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

(4) Ply : 5

(5) Bursting Strength : Not less than 9 Kg/Cm2.

IX. LYSOL

(1) Not more than 5 litres cans may be packed in a single CB.

(2) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm.

(3) Ply : 7 Ply

(4) Bursting Strength : Not less than 12 Kg/ Cm2

ANNEXURE-VIII

Ref. Clause No. 12(a)

AGREEMENT

This Deed of Agreement is made on this _____ day of_____2013 by M/s._____ represented by its Proprietor/Managing partner/ Managing Director having its Registered Office at _____ and its Factory Premises at _____ (hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Govt. of Bihar., represented by its Managing Director of Bihar Medical Services and Infrastructure Corporation Ltd.(BMSICL)having his Office at Patna (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors assigns and administrators unless excluded by the Contract) on the other part.

Whereas the Supplier has agreed to supply to the Purchaser, the Drugs and Medicines with specifications mentioned in the Schedule attached here to at the prices noted there in and in the manner and under the terms and conditions herein after mentioned and where as the Supplier has deposited with the Purchaser a sum of Rs_____(Rupees_____

only) as Security Deposit for the due and faithful performance of this Agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

01. The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to tender floated for the supply of Drugs and Medicines to various medical institutions of GOB for the year 2013-14, the instructions to tenderers, the conditions of tender, acceptance of tender, particulars hereinafter defined and those general and special conditions that may be added from time to time.

02. (a) The Agreement is for the supply by the Supplier to the Purchaser of the Drugs and Medicines specified in the Schedule attached hereto at the prices noted against each therein on the terms and conditions set forth in the Agreement.

(b) This Agreement shall be deemed to have come into force with effect from the _____ and it shall remain in force for a period of up to 31st March 2015. All the terms & Conditions of tender document as well as terms of this agreement will be valid up to 31st Mar 2015.

© The Tender quantity noted against each item in the Schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 18 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the Drugs and Medicines on the basis of the Purchase Orders placed on him from time to time by the Ordering Authorities of the purchaser specifying the quantities required to be supplied at the specific location in the state of Bihar.

QUALITY OF THE DRUGS AND MEDICINES TO BE SUPPLIED: SHELF LIFE OF DRUGS AND MEDICINES TO BE SUPPLIED:

03. (a) The Drugs and Medicines supplied by the supplier at BMSICL store shall have shelf life as on date of its delivery at the warehouse as given below:

(i) In respect of each of the items covered in Schedule 'P' of the Drugs and Cosmetics Act 1940, not less than 75% of the maximum permissible life period specified in the said Schedule of the said Act.

(ii) In respect of all other items, a period of minimum 2 years or not less than 75% of the shelf from the date of manufacture , whichever is less.

04. (a) The Drugs and Medicines supplied by the Supplier shall be of the best quality and shall comply with the specifications, stipulations specified in the Schedule attached hereto and read with the Conditions of Tender.

(b) In respect of any case, where a sample of the product to be supplied by the Supplier has been examined and approved by the Purchaser, the supplies must be equal in all respects to the sample approved by the Purchaser.

© If the shelf life of the drug supplied is less than the period that prescribed in the tender condition, then the supplier shall take back the stock so supplied at his cost.

LOGOGRAMS & PACKAGING SPECIFICATIONS:

05. (a) The stipulations pertaining to Packaging as detailed for each item in Annexure read with Clause14 & 15 of the "Conditions of Tender" shall be strictly adhered to by the Supplier.

(b) Final packing shall be done in corrugated Fibre Board Boxes conforming to the specifications laid down in Annexure of the "Conditions of Tender" with suitable cushioning and lining, strong enough to bear the rail, road and air transit hazards.

© Case wood packing, if used for final packing, shall be of ISI Standard with suitable preservatives, if these are made of non-coniferous timber.

(d) In case of genuine difficulty, Logograms and packing specifications may be changed after the approval of Managing Director provided sufficient evidence has been submitted to the satisfaction of Managing Director.

(e) Goods supplied without conforming to the packaging specifications noted herein and in the Conditions of Tender, shall be liable to be rejected by the Purchaser. The Purchaser shall also have the right to reject any goods whose packaging is in a damaged condition at the time of delivery.

PLACE AND TIME OF SUPPLY:

06. (a) The supplier should supply at least 20% of the ordered quantity at the specified locations i.e Fathuha, Muzaffarpur and Kasba(Purnea) as per the schedule within 30 days from the date of purchase order and 100% of the ordered quantity at specified locations within 45th day from the date of purchase order, otherwise ordering authority will have the right to place orders not exceeding 30% of the ordered quantity from 46st day up to 60th day from the date of purchase order and up to 50% of the order quantity after 61st day from the of purchase order respectively, on any other matched / unmatched supplier at the discretion of ordering authority. The risk and differential cost will be passed on to the original supplier.

(b) If supplies are not fully completed in 45 days from the date of the Purchase Order, the provision of clause 18.(iii) , (iv) & (vi) of Tender conditions will come into force. The Supplier shall suffer forfeiture of the Earnest Money Deposit / Security Deposit too. The Supplier should supply the drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier.

© If the supplier fails to execute at least 50% of the quantity mentioned in single Purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of drugs / medicines for a period of one year immediately succeeding year in which supplier has placed Purchase order.

QUALITY TESTING:

07. (a) All the Drugs and Medicines supplied by the Supplier shall be subjected to rigorous Analytical Testing for their quality. Samples of each batch of each product supplied will be drawn at the points of supply or distribution / storage and send by the Purchaser to different Analytical Laboratories selected at the discretion of purchaser for testing. The samples will be drawn periodically through-out the shelf life period. The expenditure towards the Handling and Testing of such samples will be borne by the Supplier at the rates fixed by the Purchaser.

(b) If any articles or things supplied by the Supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the Supplier, if payment had already been made to him. Otherwise the Supplier will not be entitled to any payment whatsoever for such article. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority and the Supplier shall be liable for all losses sustained by the Purchaser in consequence of the termination which may be recovered personally from the tender or from his properties, as per rules.

© The Supplier shall furnish the source of procurement of raw materials utilized in the formulations as required by Purchaser. Purchaser reserves the right to cancel the Purchase Orders, if the source of supply is not furnished.

(d) (i) During the contract period if two batches of the particular item supplied by the firm fails in ASSAY content then the product of that particular firm will be blacklisted.

(ii) Blacklisting will be as per the provision of clause 21 and annexure X of the tender documents.

(iii) In respect of the firm supplying more than one item during the contract period if more that 50% of the items are blacklisted based on the above process, then the Firm will be blacklisted.

(iv) In case of any sample in even one batch declared as spurious or adulterated or misbranded by the Government Analyst, the company will be blacklisted.

REJECTION OF STOCK WHICH FAILS IN QUALITY TESTING:

08. The supplies will be deemed to be completed only upon receipt of reports of quality testing of the samples from the testing laboratories If supplied drug fail in quality then supplier will either have to lift the whole lot/batch at their own cost within 30 days and pay the equivalent amount by draft to procure apart from other penalty as per contract. If the lot is not lifted within 30 days it will be destroyed and all cost, including the cost of destruction will be recovered from supplier. No payment will be made for the entire rejected/substandard batch of that particular item, even if the supplies have been consumed in good faith. If the payment has already been made and they fail to pay the amount then amount will be adjusted from the pending bills for the supplier firm or security deposit. An additional 10% of the cost of Not of Standard Quality Drugs shall be deducted to meet the cost of handling sub standard drugs. In no circumstances, request for replacement of sub standard drugs by the supplier shall be entertained. Further, action will be initiated for blacklisting of the product/firm and legal action as per the rule and prevailing issued by Drug Controller General (India). The Supplier shall also be liable for action under Criminal Law and the appropriate authorities will be informed for initiating necessary

action. The Supplier shall be blacklisted for the product and no further supplies accepted from him. The Supplier shall also be declared to be ineligible to participate in any Tender floated by the Purchaser for a period of next 5 years for the product in question. The Purchaser at his discretion may also terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by the Purchaser in consequence of such termination, 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 personally from the Supplier or from his properties as per the provisions of Law. In case of such termination of Contract, the Supplier shall be blacklisted for all supplies to the Purchaser for a period of 5 years.

INSPECTION OF THE SUPPLIER'S FACTORY:

09. In respect of the items mentioned in the Schedule, the Supplier shall allow inspection of his factory at any time during the continuance of the Tender period by a team of Experts / Officials whom the Purchaser may depute for the purpose. The Supplier shall extend all facilities to the team to enable them to inspect the manufacturing processes, quality control measures adopted, etc., in the manufacture of the Contracted items. The Purchaser is free to terminate the Contract and / or take penal action against the Supplier as per the provisions of the "Conditions of Tender" on the basis of the results of such inspections.

DIFFERENCES IN COST TO BE RECOVERED FROM SECURITY DEPOSIT OR AMOUNTS DUE

10. In the event of

(i) The samples of Drugs and Medicines supplied, failing quality tests, or

(ii) The Supplier failing to effect supplies within the time period stipulated in Paragraph 6 of this Agreement, or

(iii) The stocks supplied being found to be not as per specifications stipulated in the Schedule attached hereto or in the Tender, in respect of either the products themselves or their packaging. The purchaser will be free to make alternative purchases of the Drugs and Medicines in question from any other source or in the open market or from any other Tenderer who might have quoted higher rates at the risk and cost of the Supplier, in addition to levying other penalties specified in "Conditions of Tender" and forfeiting the Security Deposit made by the Supplier. The excess expenditure over and above the contracted prices incurred by the Purchaser in making such purchases from any other source or in the open market or from any other Tenderer who has quoted higher rates, and other losses, if any, sustained in the process by the Purchaser shall be recovered from the Security Deposit of the Supplier or from any money due or becoming due to him and in the event of such amounts being insufficient, the balance will be recovered personally from the Supplier as per law.

ACCEPTANCE OF DELAYED SUPPLIES AND LEVY OF LIQUIDATED DAMAGES THEREFOR

11. In all cases where the Supplier fails to complete the supplies of any of the Drugs and Medicines ordered by the Purchaser within the time specified in Paragraph 6 herein, the Supplier shall be liable to pay to the Purchaser, as and by way of Liquidated Damages, 0.5% (half percent) of the value of the delayed supplies for each day of delay in effecting the supply as per condition of Tender. The levy of such liquidated damages by the Purchaser shall be made irrespective of the Purchaser having actually suffered any damages / losses or not, on account of the delay in effecting supplies by the Supplier.

DELAYS IN EFFECTING SUPPLIES DUE TO CIRCUMSTANCES BEYOND CONTROL OF THE SUPPLIER

12. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other

exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser surely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

RECOVERY OF MONEY DUE TO THE PURCHASER FROM THE SUPPLIER

13.All expenses, damages and other moneys payable to the Purchaser by the Supplier under any provisions of this Agreement may be recovered from the amounts due or subsequently becoming due from the Purchaser to the Supplier under this or any other Agreement. In case such amounts are insufficient to fully cover such expenses, damages or other moneys payable, it shall be lawful for the Purchaser to recover the balance amount from the Security Deposit of the Supplier and in case such Security Deposit is insufficient, then it shall also be lawful for the Purchaser to recover the residue of the said expenses, damages and moneys, if necessary, by resorting to legal proceedings against the Supplier.

AMOUNT OF SECURITY DEPOSIT TO BE MADE BY THE SUPPLIER

14.The Supplier shall deposit with the Purchaser an amount of Rs_____ (as in Tender condition) as Security Deposit as specified in Clause 11 of the Conditions of Tender for due and faithful performance of the provisions of this Agreement. Such Security Deposit made by the Supplier is liable to be forfeited by the Purchaser in the event of the Supplier failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The amount of

Security Deposit shall be remitted by the Supplier to the Purchaser by way of a Demand Draft favouring the Director, Medical Services, Govt. of Bihar. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

SUBMISSION OF BILLS FOR SUPPLIES MADE

15. All bills / invoices should be raised in triplicate in the name of the ordering authority.

PROCEDURE FOR PAYMENT

16. (a) No advance payment towards the cost of Drugs and Medicines will be made to the Supplier. Payment of cost of the supplies will be made by the Purchaser based on the reports of Quality Testing and "Materials Received Certificates" from the designated authorities at the points of supply as mentioned in the Purchase Order.

(b) All payments shall be made by way of cheques drawn in favour of the Supplier and Crossed Account Payee only or through the electronics transfer.

USE OF BIHAR MEDICAL EQUIPMENTS & DRUG DISTRIBUTION SYSTEM (BMEDS)

17. All the information/orders processed through the BMEDS will have the legality, hence, supplier must use the BMEDS .

ASSIGNMENT OF CONTRACT PROHIBITED

18. The Supplier shall not, at any time, assign, sub-let or make over the present Contract or the benefits thereof or any part thereof, to any person or persons whomsoever . However, supply can be made through either depot of the supplier or authorized distributor of the supplier in case the institutional depot is not available. In case of authorized distributor, Contracting Supplier has to provide the details separately to the purchaser.

TERMINATION OF CONTRACT ON BREACH OF CONDITION

19. (a) In case the Supplier fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.

(b) In case the Supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expense, differences in cost or other moneys than or at any time during the continuance of this Agreement becoming due or owing by the Supplier to the Purchaser, it will be opened for the Purchaser to recover from the Supplier, all such damages, losses, expenses, differences in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and / or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, differences in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Security Deposit made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, differences in cost and other moneys as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.

© If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Tender or otherwise, is false, the Purchaser may put an end to the Contract / Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.

20. The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract / Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract / Agreement by the Purchaser.

NOTICES ETC. IN WRITING

21. All Certificates or Notices or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

SUPPLIERS NOT TO HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES

22. The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinates or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of “Custom” or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing of the Purchaser obtained in first hand.

BANKRUPTCY OF THE SUPPLIER

23. In case the Supplier at any time during the continuance of the Contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the

Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.

SERVING OF NOTICES ON SUPPLIER

24. All notices or communications relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.

25. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Managing Director in the matter shall be final and binding.

26. In the event of any disputes between the parties, the disputes would be subject to the jurisdiction of the Court of Bihar or Honorable High Court of Bihar. In witness whereof the Supplier and the General Manager acting for and on behalf of the ordering authority and Govt. of Bihar, the Purchaser, have set their hands the day, month and year first above written.

SCHEDULE OF AGREEMENT

(Selected L1 items)

S.N	Drug Code	Name of drug	Unit	L1 Rate (Rs./P)	Tender Quantity	Value

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

That, in token of this agreement, both parties have today affixed their signatures at …….

Signed, Sealed and delivered by the

said .....(For the Purchaser)

in the presence of :.....

Signed, Sealed and Delivered by the

said .....(For the Supplier)

in the presence of: .....

ANNEXURE - IX

Ref. Clause No. 4.1(n)

DETAILS OF MANUFACTURING /IMPORTING UNIT

Name of the Tenderer & Full Address :

PAN Number :

Phone Nos. :

Fax No. :

E-Mail address :

Date of Inception :

Drug Manufacturing Licence No. & Date :

Issued by :

Valid up to :

CST/VAT Registration No. :

Details of Installed Production Capacity for 60 days / 1 year (In Terms of Unit Packs)

Tablets :

Capsules

General :

Beta-Lactum :

Injections

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder :

Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics /

Disinfectants :

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured

ANNEXURE - X

Ref. Clause No. 21

PROCEDURE FOR BLACKLISTING OF PRODUCT / TENDER IF ANY WITHDRAWAL OF TENDERER

1. **BLACKLISTING FOR QUALITY FAILURE.**

A. Problem of Potency

If one batch of particular items supplied by the supplier fail in test for ASSAY content , the particular item of the drug supplied by the manufacturer shall be blacklisted as per details given below:

a. If variation in ASSAY content is up to 5% in one batch of drug/product supplied, blacklisting for that particular drug/product shall be for two year;
b. If variation in ASSAY content is up to 10% in maximum two batches of drug/product supplied , the blacklisting for that particular drug /product shall be for three year;
c. If variation in ASSAY content is more than 10% in any of the batch the drug/ product , the firm shall be blacklisted for five year;
d. If variation in ASSAY content is more than 5% in 2 or more products supplied by the same supplier , the firm shall be blacklisted for 5 years;

B. Spurious / Adulterated /Misbranded Drugs

If any sample of any batch is found to be spurious or adulterated the manufacturer will be blacklisted for five years and legal action will be initiated against the firm. If it is misbranded the firm shall **withdraw the product for the 1st time & action will be taken as per Drugs & cosmetic rule. Consecutive offence will lead to blacklisting for a period of 1 year.**

2. Blacklisting For Other Reasons

a. The Successful tenderers fail to execute the agreement, to perform the obligations under the tender conditions and commits default in the performance of the contract, such tenderers will be blacklisted for a minimum period of 1 years.

b. The tenderers who have withdrawn after participating in the tender will be ineligible to participate for a period of 2 years.

ANNEXURE – XI

Ref. clause 4.1

List of Items quoted

1. Name of the firm and address as given in Drug licence :
2. Drug Licence No. in form 25 & 28 or import Licence No. :
3. Date of issue & validity :
4. Revised schedule M compliance Certificate obtained on :
5. Non-conviction Certificate Obtained on :
6. Market standing Certificate obtained on :
7. Details of Endorsement for all products quoted :

S.N	Drug Code	Drug name	Specifications IP/BP/USP	Date of Endoresement obtained from the State drug Controller	Whether Endorsement is in generic or trading name

Authorised signatory :

Seal

Date :

CHECK LIST ANNEXURE - XII

Ref. Clause. 4.1

COVER - A.

Checklist – The tenderer should furnish the following in a separate cover hereafter called "Cover A". Yes No

1.	EMD in the form of DD shall be kept in an envelope	Yes No
2.	Documentary evidence for the constitutions of the company / concern	Yes No
3.	Duly attested photocopy of Original manufacturing License for the Company and product duly approved by the Licensing authority for each and every product quoted and renewal thereof.	Yes No
4.	Duly attested photocopy of Import Licence, if imported.	Yes/No
5.	Income Tax return for last 3 years	Yes/ No
6.	The instruments such as power of attorney, resolution of board etc.,	Yes /No
7.	Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.	Yes/ No
8.	Market Standing Certificate issued by the Licensing Authority as per annexure IV	Yes /No
9.	Non Conviction Certificate issued by the Drugs Controller	Yes/ No
10.	Good Manufacturing Practices Certificate (WHO GMP/cGMP)	Yes /No
11.	Annual Turnover Statement for 3 Years (Annexure-V)	Yes/ No
12.	Copies of audited balance sheet & profit loss account for three years	Yes/ No
13.	Technical Evaluation Chart Annexure-XVII	
14.	Annexure-I (Sales Tax clearance certificate)	Yes/ No
15.	Annexure-II (Undertaking for embossment of logo)	Yes/ No
16.	Declaration Form in Annexure-III	Yes/ No
17.	Details of Manufacturing/Importing Unit in Annexure-IX	Yes/ No
18.	The Tender document signed by the tenderer in all pages with office seal.	Yes/ No
19.	**Affidavit for Non Blacklisting of Company/Product**	Yes/No
20.	**Annexure XVII(Part A & B)**	**Yes/No**

ANNEXURE – XIII

Ref-clause. 5

SUGGESTED SAMPLE PROFORMA OF PRICE SCHEDULE FOR THE

SUPPLY OF DRUGS & MEDICINES

S. No. (1)	DRUG CODE (2)	Name of the item as per Specifications & dosage form (3)	Unit (4)	Manufacturing Capacity (5)	Quantity offered by bidder (6)	Rate per Unit * † (Landed Price) (Inclusive of Excise/Custom Duty, transportation, packing, insurance, DIRECTOR, DRUGS PROCUREMENT CELL, DOPH&FW service charge, inspection charges and any incidental charges etc, if any (7)			Rate of Excise/Custom Duty included in quoted Rate per unit (8)
						In figure		In Words	
						Rs.	P.		

(1) *** † The rate quoted at column 7 should be in accordance to unit mentioned at coloum 4.**

Note: This format of price schedule is a sample for the Bidder's. The bidder's are instructed to fill the rates in prescribed price schedule available on Portal.

Price schedule should not be submitted in Technical Bid, other wise tender shall be rejected.

Annexure-XIV

Ref. Clause No. 5

Break up of Landed price per unit

No.	Drug Code	Name of the Drug	Basic Price Inclusive of Incidental Services	Packing & Forwarding Charges	Excise / Customs Duty	Freight Insurance Charges	Total landed Price (4+5+6+7)	Sales Tax
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*

Note: The firms shall indicate the break up prices at Column 4 to 7 and 8 separately and wording like

"Included" shall not be substituted for the same.

Place : Signature :

Name in Capital Letters :

Designation :

Seal:

Date:

ANNEXURE -XV

Ref. Clause No. 11

PERFORMANCE SECURITY FORM

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

_____

[Bank's Name, and Address of Issuing Branch or Office]

PERFORMANCE GUARANTEE No.:_____ Date: _____

To: …… (Name of Purchaser/ Beneficiary)

We have been informed that ……[insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract with you, for the supply of ……[Brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding ……[insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of .....2013.

Signature and Seal of Guarantors

.....

.....

.....

Date 2013

Full Address of the Bank: .....

.....

.....

ANNEXURE-XVI

(Refer 4.1(d)

MANUFACTURER'S AUTHORISATION LETTER

No..... Dated.....

To,

.....

.....

.....

Dear Sir,

Tender No. .....

We ..... an established and reputable Manufacturers of ..... having factories at ..... and ..... do here by agree to supply ..... confirming to the required specification and required quantity to M/s. ..... (Bidder) as offered by them to supply against the above stated Tender. This is also certified that M/s ..... is our authorised distributor / Importer since ..... (month & year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours faithfully,

(name)

for and on behalf of M/s .....(Name of manufacturers)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be duly Notarized.

Annexure-XVII (Refer Clause-4.1(0)

Technical Evaluation Chart-Part A

Basic Information of Bidders

Bid No	Name & Address	Manufacturer /importer	Legal Status with date of Constitution- Clause 4.1(b)	Bid for Drug or Surgical or both	EMD Amount, DD No., Date & Bank name Clause 4.1 (a) & 7	Sale Tax/ Vat Registration- Clause 4.1 (i)	Income Tax Return for A.Y – Clause 4.1 (i)			Audited Balance sheet & Profit & Loss A/c – Clause 4.1(k) [Submitted/Not Submitted]			Avg. Turnover for F.Y. 2009- 10, 10-11, 11-12- Clause 2 (b) [Rs. In Lakhs]				Remarks
							2010-11	2011-12	2012-13	2009-10	2010 - 11	2011 - 12	2009-10	2010-11	2011-12	Avg. Turnover	

Annexure-XVII (Refer Clause-4.1(0)

Technical Evaluation Chart-Part- B									
Technical Information of Bidders									
Bid No.	Name & Address	Power of Attorney or Resolution – clause-4.1(e)	Manufacturing License with upto date License Renewal certificate and their renewed product list-clause 4.1(c)& (d)	Market Standing Certificate for each product quoted-clause 4.1(f)	Non Conviction Certificate –clause 4.1(g)	CGMP/ WHO GMP/C Opp-clause 4.1(h)	Affidavit for non blacklisting-clause 4.1(i)	Submission of duly filled and signed Annexure-Clause-4.1(n) [submitted/not submitted]	Paper Attested By

Note: Name of quoted Products, their renewal approval with relevant page no., their market standing with relevant page no. shall be mentioned row-wise separately on the Technical evaluation chart.