Bihar Medical Services & Infrastructure Corporation Limited 4th floor State Building Construction Corporation Limited. Hospital Road, Shastri Nagar, Patna 800023,
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TENDER FOR RATE CONTRACT & SUPPLY OF CLINICAL BIOCHEMISTRY REAGENT (IN VITRO DIAGNOSTICS MEDICAL DEVICES) FOR SEMI AUTO BIOCHEMISTRY ANALYZERS AND FULLY AUTO BIOCHEMISTRY ANALYZERS INSTALLED THROUGH BMSICL AT DIFFERENT HEALTHCARE FACILITIES OF STATE OF BIHAR FOR THE YEAR 2018-2020.

(Tender Reference No.: BMSIC/REAGENT/18-02)

Bihar Medical Services and Infrastructure Corporation Limited (BMSICL)

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BID DOCUMENT FOR RATE CONTRACT & SUPPLY OF CLINICAL BIOCHEMISTRY REAGENT (IN VITRO DIAGNOSTICS MEDICAL DEVICES) FOR SEMI AUTO BIOCHEMISTRY ANALYZERS AND FULLY AUTO BIOCHEMISTRY ANALYZERS INSTALLED THROUGH BMSICL AT DIFFERENT HEALTHCARE FACILITIES OF STATE OF BIHAR FOR THE YEAR 2018-2020.

1. INTRODUCTION

Managing Director, Bihar Medical Services and Infrastructure Corporation Limited (Government of Bihar), (hereinafter referred as Tender Inviting Authority) invites Tender for the supply of Clinical Biochemistry Reagents for Semi Auto Biochemistry Analyzers and fully Auto Biochemistry Analyzers installed through BMSICL at different healthcare facilities of state of Bihar. This tender is an e-tender and only online bid submission is permissible.

2. TENDERING SYSTEM

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

I. Technical Bid

II. Financial Bid / Price Bid

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

The documents like Tender fee and requisite EMD shall be submitted on or before the specified date and time at the office of BMSICL super scribed, “Tender Fee & Earnest Money Deposit for Tender Reference No. **BMSIC/REAGENT/18-02.** However hard copy of uploaded technical bid must also be submitted by the bidder firm along with the mandatory tender fee and requisite EMD. This hard copy shall in no case substitute/modify the provisions of e-tendering system.

a) The **Financial Bid/Price Bid** in the prescribed format shall be submitted online only. **The price shall be quoted on basic units i.e. per ml mentioned in Financial Bid / Price Bid format and not in respect of any other supply units**. **However the financial bid shall be decided on the basis of the lowest net price (cost per test) which shall be calculated by multiplying the basic price/ml and the quantity required (in ml) per test. Overall L1 bidder shall be decided as per the procedure outlined in the sub clause (e) of clause 14 of this bid document.**

b) The Tender has been called for in the generic names of Clinical Biochemistry Reagents. The bidders should quote the rates for the Clinical Biochemistry

Reagents in generic names. The products offered shall comply with the tender specifications given in **Annexure-VII.**

c) Rates should be quoted for each Clinical Biochemistry Reagent "on door delivery basis" in the format given in price bid. Conditional bid shall not be accepted. **The delivery point shall be the different warehouses of BMSICL across the state of Bihar.**

d) The price quoted by a bidder must not exceed the controlled price/ceiling price, if any fixed by the **Central/State Government** and the quoted rate should be **at least 20% less than its MRP and also the lowest in the State of Bihar. A Notarized affidavit to this effect has to be submitted by the bidder regarding fulfillment of this condition as mentioned in Annexure-X.**

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

f) Bidders are required to submit rates for all Clinical Biochemistry Reagents as included in Annexure-1, otherwise the bid shall become unresponsive.

3 Minimum Eligibility Criteria (TECHNICAL BID)

Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid in support of their eligibility for the tender.

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

b) A bidder is required to submit Earnest Money Deposit in the form of Demand Draft/ Bank Guarantee of Rs. 5,00,000/- (Rupees Five Lakh) drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna.

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

Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be submitted.

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

e) **Power of Attorney** to be supported by the Board resolution by which the authorized signatory has been authorized by the bidder firm to sign the tender documents if such bidder firm is a public/private limited company.

- For partnership firm all partners should jointly provide power of attorney in favour of one partner or in favour of an individual of their choice.
- In case of proprietary firm, the proprietor should sign all tender documents or vest the power of attorney with an individual of his choice.
- Power of Attorney duly notarized should be provided on a Non-Judicial stamp paper of adequate value.

f) In case of Manufacturers, Bidders must have:

- Minimum three years old valid Manufacturing License of the product quoted with latest license renewal challan.
- Approved product list as per the license issued for quoted Clinical Biochemistry Reagents for minimum three years.
- Manufacturing License along with approved product list must be valid till the last date of the submission of tender.

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

g) In case of Importer

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

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

i) A Self declaration of Non conviction on a Non Judicial stamp paper of Adequate value to be submitted which should be duly notarized **(Annexure IX)**. The date of the self declared Non conviction Affidavit should be post the date of publication of this tender.

j) **The bidder must have a valid WHO-GMP/GMP/QMSC (**Quality management system certificate) as per revised Schedule-'M'/fifth schedule of Medical device rules 2017/COPP Certificate of the manufacturing unit issued by concerned Licensing Authority. Self-attested copies are to be submitted.

k) Maximum Batch Production Capacity Certificate (section wise) issued by concerned Licensing Authority/competent Authority highlighted the quoted product section.

l) Copies of the Audited Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than **25 crores** for any three of the last four consecutive financial years (Auditor/CA certificate of turnover will not be accepted). Self-attested copies are to be submitted.

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

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

o) Duly signed list of items quoted in prescribed format as per **Annexure-III.**

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

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

r) All certificates/documents as required to comply with the Medical device rules 2017 for supply of invitro diagnostic devices should be provided.

Note: -

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

4. FINANCIAL BID / PRICE BID

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

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

c) The rate quoted shall be per unit i.e. price per ml inclusive of all taxes (except GST) & duties including insurance, freight, handling charges at various heads etc. applicable at the time of bidding. It is clarified that in case of any change in the tax/duty rates the same may apply from time to time.

5. GENERAL CONDITIONS

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

b) A pre-bid meeting will be held on **26th July 2018 at 14:30 Hrs.** at **4th floor State Building Construction Corporation Limited, Hospital Road, Shastri Nagar, Patna 800023.**

c) At any time prior to the last date of submission of tender, Tender Inviting Authority may, for any reason, whether at their initiative or in response to a clarification requested by a prospective bidder, can modify/ clarify the conditions of this tender document by an amendment duly published through a corrigendum on the official website of BMSICL i.e. www.bmsicl.gov.in. as well as the web site **www.eproc.bihar.gov.in**.

d) The details of the required Clinical Biochemistry Reagents are shown in **Annexure-I**. ***The quantity mentioned therein is tentative and may vary*** depending on the actual requirement during the rate contract period.

e) Clinical Biochemistry Reagents Manufacture located in Bihar will be guided by New Industrial Policy 2016 adopted by the Govt. of Bihar as contained in Resolution of Industries Department dated 01-09-2016 for the technical

evaluation, EMD and Security Deposit. Copy of the said resolution may be seen on the website of www.industries.bih.nic.in.

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

g) Affidavit declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per **Annexure-IV.**

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

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

j) **Validity of Rate Contract: -**The rate contract will be valid for **2 (Two) years** from the date of signing of the rate contract (agreement). The validity of contract may be extended with mutual consent for a specified period to the maximum of one year if necessary.

6. EARNEST MONEY DEPOSIT

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

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

c) EMD of unsuccessful bidders will be discharged/ refunded to the bidders, immediately.

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

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

- **i.** The bidder withdraws his/her offer within the bid validity period before finalization of the tender.
- **ii.** On his/her refusal/failure to enter into a contract agreement after the award of contract/Letter of Intent.

iii. He/she fails to furnish security deposit after issuance of offer letter/Letter of Intent.

7. GUIDELINES FOR THE PREPARATION OF TENDER

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

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

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

8. PERIOD OF VALIDITY OF TENDER

a) The tender must remain valid for minimum 180 days from the date of opening of Technical Bid.

b) The Tender Inviting Authority may extend the bid validity for further period with consent of the bidder.

c) The bidder who has extended the bid validity is neither required nor permitted to modify its bid.

9. AMENDMENT OF TENDER DOCUMENTS

Bidders/ Prospective bidders are advised to browse the official website of BMSICL (www.bmsicl.gov.in) for information/ general notices/ amendments to Tender Document etc. on a day to day basis till the tender is concluded.

10. METHOD OF SUBMISSION OF TENDER

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

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

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

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

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

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

11. DEADLINE FOR SUBMISSION OF TENDER

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

12. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

13. OPENING OF TENDER

a) The opening of the Technical Bid and the Price Bid will be done online as specified. The date of technical bid opening will be published in advance on www.eproc.bihar.gov.in. The date of opening of price bid will be announced only after the opening and evaluation of Technical bid. The date and time of price bid opening will be published on the official website of the BMSICL (www.bmsicl.gov.in) as well as on www.eproc.bihar.gov.in.

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

14. EVALUATION OF TENDER

a) Technical evaluation of the Bid will be done on the basis of criteria and documents mentioned in this bid document.

b) Bids of firms who have furnished all the required documents will only be considered.

c) Final rate list of L1 bidders will be published on the official website of the BMSICL (www.bmsicl.gov.in).

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

e) **For deciding the overall L1 bidder, the following procedure shall be adopted**:

- **Total quoted rates for all Clinical Biochemistry Reagents of each bidder shall be ascertained and L1, L2 and L3 bidder for total quoted rates shall be identified. L1 bidder shall be awarded the rate contract provided the L1 bidder agrees to match the L1 rate for all individual L1 rates of Clinical Biochemistry Reagents for which it is not the L1 bidder. If the L1 bidder refuses to match the individual L1 rates of Clinical Biochemistry Reagents for which it is not the L1 bidder, L2 of total quoted rates shall be offered to match both the total L1 rate and individual L1 rates for which it is not the L1 bidder. Similar offer shall be extended to L3 bidder and if L1, L2 and L3 refuses to comply with the terms of the offer as mentioned above, retendering shall be resorted to. Under no condition the offer shall be extended beyond L3 bidder.**

- **For arriving at the L-1 rate, the consumption of reagents per text as per approval Lab report shall be taken into account in the following manner:- (Rate as per ml X Consumption in ml of reagent per test).**

15. INSPECTION OF MANUFACTURING FACILITIES

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

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

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

d) For importer regarding inspection of the warehouse and office of the bidder the inspection shall be conducted by the Tender inviting authority at its sole discretion at any stage before or after acceptance of the bid or award of contract.

16. ACCEPTANCE /REJECTION OF BIDS

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

17. AWARD OF CONTRACT

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

b) **Letter of Intent:** The Tender Inviting Authority shall issue Letter of Intent (LOI) to the lowest responsive bidder in terms of clause 14 (E). Communication by e-mail / fax / letter will be deemed as valid communication.

c) **Signing of Contract**:

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

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

18. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

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

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

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

d) In case, security deposit amount does not suffice the requirement for the purpose of performance guarantee as per Purchase order, the difference amount shall be deducted from the bill amount.

19. PURCHASE PROCEDURES

a) The L1 bidder shall be eligible for signing of rate / supply contract and if there is more than one L1 bidder, the purchase orders for the requirement of items will be placed among them in equal proportions.

b) In case L1 bidder denies/ fails to honor the contract/ LOI the TIA shall be at liberty to give counter offer to L2 and L3 (in subsequent order) responsive bidders with their consent to enter into an agreement with the TIA to supply at L1 rate. Also in case L1 fails to supply within timeframe as per the purchase order, the TIA shall be at liberty to procure the same from L2, L3…… (in this order) responsive bidders at L1 rate for the specified quantity and period so that the supply chain and inventory is maintained without interruption in the general interest of the public of state.

c) The selected supplier shall start supply of the Clinical Biochemistry Reagent required by BMSICL at the destination mentioned in purchase order as per the schedule of supply.

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

e) It is the duty of the supplier to supply Clinical Biochemistry Reagent at the destinations mentioned in the Purchase Order and supply shall conform to the

conditions mentioned in the provisions of bid document, rate contract and directives of BMSICL.

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

20. SUPPLY CONDITIONS

a) The successful bidder shall :-

i) Maintain uninterrupted supply of Biochemical reagents to all the health facilities concerned;

ii) Ensure regular maintenance and repair of the concerned equipments in order to maintain uninterrupted service;

Iii) Provide necessary services as per requirement in order to ensure diagnostic testing and reporting in a regular and uninterrupted manner.

It is hereby clarified that no extra payment (other than the L1 rate quoted by the successful bidder for the respective Biochemical reagents) shall be made to the successful bidder for the fulfilment of the above said conditions of this clause.

b) The Clinical Biochemistry Reagents supplied by the successful bidder shall be of the Standard Quality and shall comply with the specifications, stipulations and conditions specified under Drugs and Cosmetics Act 1940 (23 of 1940) and Medical Devices Rules 2017 there under and should also conform to the Terms and Conditions laid down in this bid document and Rate Contract/agreement.

c) The supplier shall supply the Clinical Biochemistry Reagents required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.

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

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

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

g) The supplied Clinical Biochemistry Reagents must have 66% of **shelf life period The Shelf life period shall be in accordance with Drugs and Cosmetics Act, 1940 & Medical devices rules 2017).**

h) The bidder shall submit the certificate of analysis from an NABL Accredited Clinical Biochemistry Reagent Testing Laboratory/ Central Medical device testing

laboratory/ In House Quality Control Laboratory with necessary protocols for every batch of items supplied along with the consignment.

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

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

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

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

m) In the event of Clinical Biochemistry Reagents not being utilized within their shelf life period, the firm shall replace unspent/unused/expired stock by fresh stock with shelf life as per the Clause 20(g) without any extra cost unconditionally.

21.

<table>
<tr><th colspan="7">SUMMARY OF SCHEDULE</th></tr>
<tr><th>Sl. No.</th><th>Activity</th><th>:</th><th colspan="4">Time Limit</th></tr>
<tr><td rowspan="4">1</td><td colspan="6">Schedule of Dispatch Details</td></tr>
<tr><td>0th day</td><td>:</td><td colspan="4">Letter of Intent (LOI)/Purchase Order or both</td></tr>
<tr><td>Within 15 days of LOI</td><td>:</td><td colspan="4">The supplier shall submit agreement, the hard- copies of the documents submitted and other documents specified, copy of LOI duly signed and sealed on all pages in token of acceptance and the required Security Deposit.</td></tr>
<tr><td>Within 15 days of PO</td><td>:</td><td colspan="4">The supplier shall furnish confirmed dispatch schedule. If the confirmed dispatch schedule is not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.</td></tr>
<tr><td rowspan="6">2</td><td rowspan="6">Schedule of purchase order and Supply of drugs except vaccine and cold chain products</td><td>:</td><td colspan="4">The schedule of supply of drugs except vaccine will be as follows.</td></tr>
<tr><td>:</td><td>No of days from Purchase Order</td><td colspan="2">% of the ordered quantity to be supplied in each warehouse.</td><td>Penalty for default supply</td></tr>
<tr><td>:</td><td>Within 45 Days</td><td colspan="2">50%</td><td rowspan="3">*After 60th days penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days)</td></tr>
<tr><td></td><td>Within 60 Days</td><td colspan="2">100%</td></tr>
<tr><td></td><td>Within 80 Days</td><td colspan="2">*Unexecuted Supply</td></tr>
<tr><td>:</td><td colspan="4">On the 80th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled.</td></tr>
<tr><td rowspan="4">3</td><td rowspan="4">Schedule of purchase order and Supply of vaccine and cold chain products</td><td>:</td><td colspan="4">The schedule of supply of vaccine and cold chain will be as follows.</td></tr>
<tr><td>:</td><td>No of days from Purchase Order</td><td colspan="2">% of the ordered quantity to be supplied in each warehouse.</td><td>Penalty for default supply</td></tr>
<tr><td>:</td><td>Within 70 Days</td><td colspan="2">100%</td><td rowspan="2">*After 70thdays penalty will be 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days)</td></tr>
<tr><td></td><td>Within 90 Days</td><td colspan="2">*Unexecuted Supply</td></tr>
</table>

		:	On the 90th days from the date of issue of PO at 1700 Hrs. the PO stands cancelled.

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

22. LOGOGRAMS

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

b) All the products have to be supplied in standard pack size with printed logogram of proportionate size and shall also conform to the relevant provisions of Medical Device Rules & **Drugs & Cosmetics Act 1940.** Affixing of stickers and rubber stamps shall be accepted only if permitted by the concerned licensing authority. *Affixing of stickers will be permitted on request only in case of imported products on merits*.

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

23. PACKAGING

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

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

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

d) Printed Packing Slip containing full details about the contents like Quantity, Batch No., Expiry date etc. should be pasted on every parcel in accordance with relevant rule under Drug & Cosmetic Act, 1940 (23 of 1940) and Medical Devices Rules 2017.

e) As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed in separate pack.

f) Labelling on Primary and Secondary Packing material and other items should be clear and legible. Labels should be well stuck on to the container. If not, the supply may be rejected.

g) Loose packing of the Clinical Biochemistry Reagent shall not be accepted.

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

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

24. QUALITY TESTING & QUALITY CONTROL

a) **Product Standards for Medical Device**- (1) The medical device shall conform to the standards laid down by the Bureau of Indian Standards established under section three of the Bureau of Indian Standards act 1985(63 of 1985) or as may be notified by the MoHFW in the central government from time to time.

b) (2) Where no relevant standards of any medical device has been laid down under sub rule (1), such device shall conform to the standards laid down by the International Organization for Standardization(ISO) or International Electro-Technical Commission (IEC), or by any other pharmacopoeal standards.

c) (3) In case of the standards which have not been specified under sub rule (1) and sub rule (2), the device shall conform to the validated manufacturer's standards.

d) All the batches of the Clinical Biochemistry Reagents supplied shall be supported by test/analysis reports furnished by independent NABL Accredited Clinical Biochemistry Reagent Testing Laboratory/ Central Medical device testing laboratory/ In House Quality Control Laboratory of the manufacturer. The TIA has the right to get the Clinical Biochemistry Reagents tested at the laboratories of his choice for further verifications.

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

f) Random samples of each supplied batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different laboratories as per the choice of Tender Inviting Authority .

g) A flat 2% of total bill amount shall be deducted from the bills of the supplies of Clinical Biochemistry Reagents, 1% towards testing and 1% towards handling

charges of Clinical Biochemistry Reagents from the suppliers, if it is done by BMSICL.

h) The Clinical Biochemistry Reagents shall be of standard quality throughout the shelf life period of the item. Samples can be drawn for quality testing periodically throughout the shelf life period. If the sample is declared to be "NOT OF STANDARD QUALITY" such batch/ batches will be deemed to be rejected goods and action will be taken as per tender clause.

i) If the product / sample fails in quality test, every failed batch shall be taken back by the supplier at their own cost and BMSICL shall not be responsible for any damage during this period.

j) If a sample is found as not of standard quality by the Tender Inviting Authority, the distribution of NSQ batch will be frozen. The bidder will be liable for appropriate action as per the tender conditions and also for other legal actions under the Drugs & Cosmetics Act 1940 & Medical devices Rules, 2017. The supplier shall be liable for all losses sustained by the Tender Inviting Authority, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered from the Supplier as per the provisions of Law.

25. PAYMENT PROVISIONS

a) No advance payments towards costs of Clinical Biochemistry Reagents will be made to the supplier.

b) Payments for supply will be considered only after supply of at least **75%** of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL Accredited Clinical Biochemistry Reagent Testing Laboratory/ Central Medical device testing laboratory / In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.

c) All payments will be made only by way of electronic fund transfer NEFT transfer. The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments as the Corporation has a

system of publishing the status of payments. *All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc. as part of transparency policy.*

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

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

26. DEDUCTION OF PAYMENTS & PENALTIES

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

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

c) Purchase orders will be cancelled under the conditions mentioned in Bid document after levying penalty at the rate of 20% of the value of unexecuted supply and such penalty is recoverable from any amount payable to the supplier including the performance security.

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

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

f) In case of failure of fulfillment of the provisions of Clause 20(a) as mentioned above at any health facility concerned without any reasonable ground the supplier shall be liable for LD charges at the rate of Rs.5000/- per health facility per day after a period of 48 Hrs excluding Sunday and Public Holidays.

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

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

A: BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

If the Tenderer fails to execute the agreement / to deposit performance security / to perform the obligations under the tender conditions / commits default in the performance of the contract/agreement, such Tenderers may be blacklisted for a period of **2 years** by BMSICL from the date of intimation besides forfeiture of EMD/Performance Guarantee.

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

1. Each and every batch of Clinical Biochemistry Reagents supplied by the supplier may be subjected to quality test by the Tender Inviting Authority.
2. If such Sample fails in *quality test* such product of the supplier will be **de-registered/debarred for one year**.
3. If 3 batches of a particular item supplied by the supplier is reported to be failing in quality/and/or other parameters, then the particular item of the firm shall be blacklisted for minimum of two years besides forfeiture of Security Deposit of that particular product(s).
4. If the supplier supplied more than one item and 50% of such items are blacklisted, the firm is liable to be blacklisted for a period of 2 years from the date of intimation.
5. If a single batch of any product(s) supplied by the company/firm declared as “NOT OF STANDARD QUALITY” by the Government Authorities during the shelf life of the product supplied irrespective of contract period, the company/firm shall be

blacklisted for a period of **2 years from the date of intimation & forfeiture of security deposit.**

6. If a particular item of the Clinical Biochemistry Reagent has been blacklisted the supplier is not eligible to participate in any of the tenders for that particular item floated by the BMSICL until the period of blacklisting is over.
7. If a supplier company/firm is blacklisted, such supplier is not eligible to participate in any of the tenders floated by the BMSICL until the period of blacklisting is over.

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

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

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

The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under MEDICAL DEVICES RULES ,2017 and Drugs and Cosmetics Act, 1940 or any other law of Land. BMSICL will display names of such blacklisted product(s) and company/firm on its website for general notice.

28. SAVING CLAUSE

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

29. APPLICABLE LAW & JURISDICTION OF COURTS

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

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

30. RESOLUTION OF DISPUTES

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

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

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

31. TAXES

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

32. GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

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

a) **Registration of Tenderers:** Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-

Procurement system, through logging on to https://eprocbihar.gov.in. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.

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

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

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

Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign, the corresponding page numbers of supporting documents. The bidder shall be solely responsible for any discrepancy or misrepresentation on this account.

(MANAGING DIRECTOR, BMSICL)
(Tender Inviting Authority)

ANNEXURE - I		
TENDERED PRODUCT LIST		
Sl. No	**Name of the Clinical Biochemistry Reagents**	**Estimated tendered Quantity in ml Round Quantity**
1	Acid Phosphatase	135700
2	Alanine Aminotransferase (ALT)/SGPT	108000
3	Albumin	20000
4	Alkaline Phosphatase	27000
5	Amylase	10000
6	Apolipo A1	1100
7	Apolipo B	1100
8	ASO Quantitative with Calibrator	5000
9	Asparate Aminotransferase (SGOT)	83000
10	Calcium	6500
11	Cholesterol	105000
12	Cholinesterase	6300
13	Creatinine	150000
14	CRP Quantitative with Calibrator	11000
15	Direct Bilirubin	35000
16	D-HDL Cholesterol	26000
17	D-LDL Cholesterol	6000
18	Gamma Glutamyltransferase	6000
19	Glucose (minimum 400 ml)	168000
20	HBA1C	1100
21	Iron (Fe)	8400
22	Total Iron Binding Capacity (TIBC)	1100
23	Lactate Dehydrogenase (LDH)	3000
24	Magnesium	6000
25	Phosphorus	6000

26	RF Quantitative with calibrator	6100
27	Total Bilirubin	41000
28	Total Protein	27000
29	Triglycerides	70000
30	Urea	140000
31	Uric Acid	60000
32	Urine Microalbumin	2100
33	Urine Microprotein	11000
34	Multi Serum Calibrator	1000
35	Lipase with Calibrator	1000
36	Control Serum Normal	3200
37	Control Serum Abnormal	1000
38	(Creatinin Kinase)CK-MB with Calibrator	6000
39	Hba1c Calibrator	1000
40	Hba1c Control	1000
41	LIPID control (for HDL/LDL)	500
42	LIPID calibrator (HDL/LDL)	600
43	Urine Microalbumin Control	100
44	(Ion Selective Electrode) ISE Blood Quality Control HIGH	2100
45	ISE Blood Quality Control LOW	1000
46	Lipid Calibrator Apolipo A/ Apolipo B	1000
47	CK-MB Control Low	1000
48	CK-MB Control High	1000

(Note:- Pack size of above mentioned products will be considered as per product approval given by Concerned Licensing Authority.)

ANNEXURE-II

AFFIDAVIT FOR NON BLACKLISTING

I _____ Managing Director/Director / Partner / Proprietor of M/s._____having its manufacturing or import unit / registered office at_____ do hereby declare that the firm & its quoted product have not been blacklisted currently (as on the date of submission of the tender) by Central Government/Central Government Agencies/any state government/any of the state government agencies/any Clinical Biochemistry Reagent Procurement Agencies or by BMSICL. We are eligible to participate in the tender no. BMSIC/REAGENT/18-02.

Date: Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

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

ANNEXURE-III

LIST OF ITEMS QUOTED

Tender No.: BMSIC/REAGENT/18-02

Bidder Name:

S .N.	Name of the Clinical Biochemistry Reagent	Specification (sensitivity, specificity as per approved Lab Report	Pack size	Qty required per test in ml	Whether Manufacturer/Importer	Mfg. /Import License No. and Date	HSN CODE	Date of issue of product approval BY licensing authority	Mfg./Import License and product approval valid up to
1									
2									
3									
4									
5									

Note: -For every quoted product, the bidder shall attach the approved Lab report.

Date: **Signature**

Seal:

(Authorised Signatory)
Name and Address of the Bidder

ANNEXURE-IV

AFFIDAVIT (Acceptance of tender conditions)

From:-

M/s.....

To

Managing Director,

BMSICL, Patna

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

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

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

Yours faithfully,

Date: Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

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

ANNEXURE – V

Bidder Information/Bidder Details

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

Date:-

Place:-

(Authorised Signature)

Name of the authorised signatory

With full address

ANNEXURE VI

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED				
CHECK LIST FOR SUBMISSION OF TENDER				
S.N.	**Technical Eligibility Criteria as per NIT**	**Yes/No**	**Page No.**	**Remarks**
1	In order to ensure procurement of the tendered clinical biochemistry reagents at the most appropriate and competitive rate, the bidders are directed to quote their lowest price as compared to the Rates provided to their respective Distributors/Dealers/ Wholesellers/Carrying and Forwarding Agents/Authorized depot sales point in the State of Bihar. A Notarized affidavit to this effect on a Rs 100/- Non-Judicial Stamp Paper should be submitted in Annexure-X, As per Clause 2 (d) of the SBD.			
2	Tender Fee (Non –Refundable) of Rs 10,000/- in form of Demand Draft drawn in Favor of “Managing Director, Bihar Medical Services and Infrastructure Corporation Limited” payable at Patna. This fee is payable only once for one tender irrespective of items contained therein, As per Clause 3(a).			
3	Bidder are required to submit Earnest Money Deposit in the form of Demand Draft/ Bank Guarantee of Rs. 5,00,000/- (Rupees Five Lakh) drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna. As per Clause 3 (b) of the NIT.			
4	Documentary evidence of the constitution of the company/ firm/ Proprietorship such as Memorandum and Articles of Association, Partnership Deed etc. should be submitted with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be submitted as per Clause 3 (c)			
5	The details of Bidder Name, Address, Telephone Number, Fax Number, e-mail address of the bidder and of the Managing Director / Partners / Proprietor should be submitted in Annexure-V, as per Clause 3 (d)			
6	Power of Attorney to be supported by the Board resolution by which the authorized signatory has been authorized by the bidder firm to sign the tender documents if such bidder firm is a public/private limited company. For partnership firm all partners should jointly provide power of attorney in favor of one partner or in favor of an individual of their choice. In case of proprietary firm, the proprietor should sign all tender documents or vest the power of attorney with an individual of his choice. Power of Attorney duly notarized should be provided on a Non-Judicial stamp paper of adequate value. As per clause 3(e).			
7	In case of Manufacturers, Bidders must have: Minimum three years old valid Manufacturing License of the product quoted with latest license renewal challan. Approved product list as per the license issued for quoted Clinical Biochemistry Reagents for minimum three years. Manufacturing License along with approved product list			

	must be valid till the last date of the submission of tender. Bidders shall submit authentic copies of required manufacturing license and approved product list in support of the above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it. As per Clause 3(f)			
8	In case of Importer The bidder (importer) firm must have valid import License. All Quoted products should be accompanied by their invoices, statement and import License showing that the quoted product are being imported and sold in India by the bidder (Importer) firm minimum for last three years. Import license must be valid on the last date of submission of tender) as per Clause 3(g).			
9	Bidder must have Market Standing Certificate of minimum three years issued by the concerned Licensing Authority for the quoted product. Self-attested copies are to be submitted, As per clause 3(h).			
10	A Self declaration of Non conviction on a Non Judicial stamp paper of Adequate value to be submitted which should be duly notarized (Annexure IX). The date of the self declared Non conviction Affidavit should be post the date of publication of the this tender. As per Clause 3(i).			
11	The bidder must have a valid WHO-GMP/GMP/QMSC (Quality management system certificate) as per revised Schedule-'M'/fifth schedule of Medical device rules 2017/COPP Certificate of the manufacturing unit issued by concerned Licensing Authority. Self-attested copies are to be submitted As per Clause 3(j).			
12	Maximum Batch Production Capacity Certificate (section wise) issued by concerned Licensing Authority/competent Authority highlighted the quoted product section As per Clause 3(k).			
13	Copies of the Audited Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than 25 crores for any three of the last four consecutive financial years (Auditor/CA certificate of turnover will not be accepted). Self-attested copies are to be submitted as per Clause 3(l)			
14	Copy of Income Tax Return for any three of last four consecutive Assessment years should be submitted (self-attested)As per Clause 3(m)			
15	The tenderer should give an affidavit as per Annexure-II sworn before first class magistrate / Notary stating that the firm & its quoted product is not black listed/ debarred currently (as on the date of submission of the tender) by the Central Government / any Central Government agency/any state government or any of the state government agency / or any drug/ Clinical Biochemistry Reagent procurement agency or by BMSICL. As per Clause 3(n).			
16	Duly signed list of items quoted in prescribed format as per Annexure-III. As per Clause 3(o)			
17	Copy of PAN Card of the bidder company should be			

	submitted (self-attested). . As per Clause 3(p)			
18	Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested). . As per Clause 3(q)			
19	All certificates/documents as required to comply with the Medical device rules 2017 for supply of invitro diagnostic devices should be provided. As per Clause 3(r)			
20	Affidavit declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per Annexure IV (Clause 5(g) of NIT).			

Date: Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

ANNEXURE-VII
Essential Technical Terms & Conditions for the Supply of Clinical Biochemistry Reagents

The following technical Terms & Conditions may please be taken into account.

*All Clinical Biochemistry Reagent should be liquid stable & ready to use.

*Clinical Biochemistry Reagent should be free from all carcinogenic & hazardous material.

*Clinical Biochemistry Reagent should be used for all open – system biochemistry Random access Auto Analyzer

*Clinical Biochemistry Reagents should be approved by European-CE/ USFDA.

*Traceability Certificate of each parameter should be provided.

*Open Vial stability certificate of each parameter should be provided.

*Maximum size of individual Vial of Clinical Biochemistry Reagent should not be more than 250 ml except glucose

*Calibrators and Controls preferably of human matrix.

*Clinical Biochemistry Reagent methodology should be traceable to some reference method, e.g., IFCC, CDC or SFBC.

*Results should be correlated with Gold Standard Methods.

*Multi-point calibrator based Clinical Biochemistry Reagents suggested for specialized chemistries, e.g., CRP, ASO, HbA1c, etc.

* Clinical Biochemistry Reagents CV% should be less than 4 – 5%.

* Clinical Biochemistry Reagents specificity should be in conformity to MEDICAL DEVICES RULES, 2017

*The Clinical Biochemistry Reagent should be with high Prozone limit to prevent hook's effect in case of imuno turbidimetry analytes, e.g., CRP, ASO, RA Factor, etc.

*Sensitivity mentioned should be excellent enough to ensure measurement of very low analyte present in the sample and also in conformity to MEDICAL DEVICES RULES, 2017

* Clinical Biochemistry Reagents should ensure wide linearity for proper interpretation.

*Supplier should facilitate to get NABL accreditation in Biochemistry.

*All Clinical Biochemistry Reagents should be with suitable control.

*The Clinical Biochemistry Reagents should not be older than Two Sixth (2/6th) of its shelf life from the date of manufacture.

*If selected, demonstration of all Clinical Biochemistry Reagent should be provided by the company with demo kits.

*Bidder should be either manufacturer or its direct agent. No third-party agent is allowed to participate.

*Clinical Biochemistry Reagent bottle should be BAR CODED, which should indicate the remaining volume, Clinical Biochemistry Reagents position in the Clinical Biochemistry Reagents Disk, Lot number and expiry date and Test name.

*Bidder should enclosed the program sheet for every parameters Clinical Biochemistry Reagents. All Clinical Biochemistry Reagents program sheet on Auto Analyser must be prepared by the Clinical Biochemistry Reagents manufacturer.

Annexure-IX

Non-Conviction Declaration (Duly notarized)

From:-

M/s.....
.....
.....

To
Managing Director
BMSICL, Patna

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

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

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

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency
was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Managing Director, BMSICL, Patna immediately after we are informed but in any case, not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Authorized Signatory/Signature of the Bidder)

Date: Name:
Place: Designation
Seal of the Agency Address:

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

ANNEXURE-X

AFFIDAVIT (Self Declaration for Lowest Rate Quotation)

From:-

M/s.....

To

Managing Director,

BMSICL, Patna

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

Yours faithfully,

Date: Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

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