

**BID DOCUMENT FOR SUPPLY & RATE CONTRACT OF BIOCHEMISTRY  
REAGENTS FOR SEMI AUTO BIOCHEMISTRY ANALYSER MACHINE**

**(Tender Ref. No BMSICL/2013-14/MC-013)**

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. (BMSICL)

DEPARTMENT OF HEALTH, GOVT. OF BIHAR

5<sup>th</sup> FLOOR, BISCOMAUN BHAWAN, GANDHI MAIDAN, PATNA-800001

[www.bmsicl.gov.in](http://www.bmsicl.gov.in)

CONTACT NO.0612-2219634, 2219635

**BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD.**

5<sup>th</sup> FLOOR, BISCOMAUN BHAWAN, GANDHI MAIDAN, PATNA-800001

CONTACT NO.0612-2219634, 2219635

**MANAGING DIRECTOR, BMSICL Invites the Tender for Rate Contracting of Biochemistry Reagents for Semi Auto Biochemistry Analyser Machine.**

TENDER REFERENCE: BMSICL/2013-14/MC-013

**Schedule of tender**

Date of commencement of sale of Tender Document	27/02/2014
Cost of Tender Document	Rs. 25,000/- ( Twenty Five Thousand Only)
Date & Time of Pre-Bid meeting	14 <sup>th</sup> March 2014 at 1:00pm
Deadline for submission of Bid in the office of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5 <sup>th</sup> Floor, Biscomaun Bhawan, Gandhi Maidaan, Patna” through registered or speed post. BMSICL will not be responsible or postal delay.	27 <sup>th</sup> March 2014 upto 2:00 pm
Date of Opening of Technical Bid at BMSICL conference hall in the presence of their authorised representatives who desire to be present	27 <sup>th</sup> March 2014 at 3:00 pm

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## **Tender For Rate Contracting Of Biochemistry Reagents For Semi Auto Biochemistry Analyser Machine.**

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 & rate contract of Biochemistry Reagents to various Medical Institutions of Govt. of Bihar for the year 2013-14.

### **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 Financial years 2010-11, 2011-12 and 2012-13 of the bidder shall not be less than Rs. 10 Crores.

(c) (i) Tenderer must have at least 3 years Market Standing as a manufacturer / importer.

ii) Tenderer should have permission to manufacture/import the reagents quoted as per specification in the tender from the competent authority.

#### **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.25000/-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 5<sup>th</sup> Floor, Biscomaun Bhawan, PATNA-1 between 10.00 A.M. to 5.00 P.M. from 15.01.2014 to 04.02.2014 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](http://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 1.00 pm on 21.02.2014 at 5<sup>th</sup> 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 5<sup>th</sup> 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 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 reagents 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 purchase order of last three years Financial Year for each & every quoted product should be submitted .

(g) Non-conviction Certificate issued be notarized.

(h) Current Good manufacturing practices Certificate (cGMP)/Good Laboratories practices(GLP) 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 has not been blacklisted either by Govt. of Bihar / Central Government/any agency of Central Government or State Government. If yes then indicate blacklisting period. In case the agency or any product of the agency is blacklisted and agency do not declare in the said affidavit, 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 should be serially numbered..

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 REAGENTS TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2014-15 DUE ON 05.02.2013 AT 3.00 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), 5<sup>th</sup> 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 for item(s) quoted and also in the Non Writable Compact Disc (CD) and such filled up in Annexure-XIII 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-XIII shall be inclusive of all central duties such as customs duty and central excise duty, sales tax /vat.

(v) The details of rates and manufacturing capacity given in Annexure-XIII 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 soft copy of Annexure-XIII (Non Writable Compact Disc (CD)) in a sealed cover Superscribed as “PRICE BID-COVER “B” -TENDER FOR THE SUPPLY OF REAGENTS TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2013-14”. The "Cover B" should also be addressed to **MANAGING DIRECTOR BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR ,5<sup>TH</sup> 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 & RATE CONTRACT OF Biochemistry Reagents TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2014-15 DUE ON 5.02.2014 AT 02.00 P.M. and addressed to MANAGING DIRECTOR, **BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD.** ,DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR , **5<sup>TH</sup> 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 up to 2.00 P.M.

#### **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 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.25,00,000/- (Two Five Lakh 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 the small scale units in Bihar. They will have to deposit only 20 percent of the general security amount.

(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:

- a. If it is found that the manufacturing unit of the tenderer does not comply with cGMP but 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 30 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 biochemistry reagents are shown in Annexure-VI. The quantity will be decided after the rate contract by Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.

iii). The composition and strength of each product should be as per details given in Annexure-VII. 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, Sales Tax/VAT) should be quoted for each of the required reagents 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 and Sale Tax) 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) Supplies should be made directly by the bidder and not through any other agency.

## **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 including 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 reagents 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 6 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 i.e Rs.65.00 Lakhs 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..

## **13. SUPPLY CONDITIONS**

i) Purchase orders along with the delivery destinations 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 instalments, as may be stipulated in the Purchase Order. The supplied reagents (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. All Reagents should have at least a minimum of 3/4th of the shelf life of the reagent supplied at the time of supply.

iii) The tenderer must submit a Test Analysis report from for every batch of reagents supplied along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of reagents will be returned back to the suppliers and he is bound to replenish the same with a copy of test . The Reagents 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 30 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 reagent received, for which no order is placed.

7. The supplier shall take back reagents, 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 reagents 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 reagents 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. PAYMENT PROVISIONS**

i) No advance payments towards reagents etc., will be made to the tenderer.

ii) The verification of quantity and pack size supplied of the supplier and supplied reagents would be done by the Stores in-charge at the users. On receipt and after verification of the goods, Bill should be sent to ordering authority along-with verification report. Payment would be made by the Ordering authority.

iii) All bills/ Invoices should be raised in triplicate and in the case of excisable Reagents, 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 reagents 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 reagents 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 reagents, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of essential reagents will be

deducted without any change in the basic price of the price structure of the reagents 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.

#### **15. DEDUCTION IN PAYMENTS:**

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

ii) If the supply reaches the designated places between 5 PM of the 30th day and 5 PM of 45th day from the date of purchase order, a liquidated damages will be levied at 0.5% per day for delayed supply between 30th day and 45th 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.

iii) If there is any unexecuted orders after 5 PM of 45th 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.

iv) 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.

v) All the tenderers are required to supply the product 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.13.9

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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 Honourable High Court of Bihar.

**Reagent Rate Format as Below**

Reagent Name	Pack Size	Rate/ML	Total Cost

**Note: Lowest Bidder will be decided on the basis of total rate/ML( i.e on composite basis) in the list of reagent. BMSICL has right to further negotiation from the lowest bidder.**

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## ANNEXURE-I

Ref. Clause No. 4.1(I)

**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.
- 2010-11
- 2011-12
- 2012-13
- 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.)
2010-11					
2011-12					
2012-13					

- 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.

NOTE: A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

## **ANNEXURE-2**

**Ref. Clause No. 4.1(n) & 14.1**

### **UNDERTAKING**

I do hereby undertake that I will supply the reagents..... 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.**



### 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 possesses the valid licence and GMP Certificate as per revised Schedule-'M' issued by the Competent Authority and complies and continues to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940 and the Rules made there under. I/We undertake full guarantee/warranty for 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.

## ANNEXURE-4

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/Drugs 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.	2011-12	
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 Reagents required

**Tenderer shall quote rates against the following items:**

SL No	Reagents
01	Acid Phosphate
02	Alanine Aminotransferase (ALT)
03	Albumin
04	Alkaline Phosphatase
05	Amylase
06	Amylase Pancreatic
07	Apolipo A1
08	Apolipo B
09	ASO Quantitative
10	Asparate Aminotransferase (GOT)
11	Calcium
12	Cholesterol
13	Cholinesterase
14	Creatinine Kinase (CPK)
15	Creatinine Kinase-MB (CK-MB)
16	Creatinine
17	CRP Quantitative
18	Direct Bilirubin
19	D-HDL Cholesterol
20	D-LDL Cholesterol
21	Gamma Glutamyltransferase
22	Glucose
23	HBA1C
25	Iron (Fe)
26	TIBC Reagent
27	Lactate Dehydrogenase (LDH)
28	Lipase
29	Magnesium
30	Phosphorus
31	RF Quantitative
32	Total Bilirubin
33	Total Protein
34	Triglycerides
35	Urea
36	Uric Acid

37	Urine Microalbumin
38	Urine Microprotein
39	Multi /Serum Calibrator
40	Lipid Calibrator
41	CRP Calibrator
42	Control Serum Normal
43	Control Serum Abnormal
44	CK-MB Calibrator
45	CK-MB Control LOW/HIGH
46	HbA1c Calibrator
47	HbA1c Control
48	ASO Calibrator
49	RF Calibrator
50	LIPID control (for HDL/LDL)
51	LIPID calibrator ( HDL/LDL)
52	HDL/LDL-Calibrator for LDL
53	Lipase Calibrator
54	Urine Microalbumin Control
55	Urine Control LOW/HIGH

## ANNEXURE-VII

Ref. Clause No.9.2

### Essential Technical Terms & Conditions for the Reagents Kits

#### PROPOSED ESSENTIAL TECHNICAL TERMS & CONDITIONS FOR THE REAGENT KITS

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

- ❖ All reagent kits should be liquid stable & ready to use.
- ❖ Reagent should be free from all carcinogenic & hazardous material.
- ❖ Reagent should be used for all open – system biochemistry Random access Auto Analyzer
- ❖ Reagents should be approved by regulatory bodies:- European CE 'or' US FDA.
- ❖ Traceability Certificate of each parameter should be provided.
- ❖ Open Vial stability certificate of each parameter should be provided
- ❖ Maximum size of individual Vial of reagent should not be more than 250 ml except glucose
- ❖ Calibrators and Controls preferably of human matrix.
- ❖ 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 reagents suggested for specialized chemistries, e.g., CRP, ASO, HbA1c, etc.
- ❖ Reagents CV% should be less than 4%.
- ❖ Reagents specificity should be within 90 – 100%.
- ❖ The reagent should be with high Prozone limit to prevent hook's effect in case of immuno 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.
- ❖ Reagents should ensure wide linearity for proper interpretation.
- ❖ Supplier should facilitate to get NABL accreditation in Biochemistry.
- ❖ All reagents should be with suitable control.
- ❖ The reagents should have at least two third (2/3th) of its shelf life from the date of manufacture.
- ❖ If selected, demonstration of all reagents 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.

Managing Director

**ANNEXURE-VIII Ref.**

**Clause No. 12(a)**

**AGREEMENT**

This Deed of Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 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. Where as the Supplier has agreed to supply to the Purchaser, the Reagents 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 here in 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 Reagents to various medical institutions of GOB for the year 2014-15, 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 Reagents 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 ..... that date with effect from.....

© 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 12 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 Reagents 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 REAGENTS TO BE SUPPLIED: SHELF LIFE OF REAGENTS TO BE SUPPLIED:**

03. (a) The Reagents supplied by the supplier at user store shall have shelf life as given below:

(i) In respect of each of the items ' 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

.04. (a) The Reagents 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 reagents 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.

**PACKAGING SPECIFICATIONS:**

05. (a) The stipulations pertaining to Packaging as detailed for each item in Annexure shall be strictly adhered to by the Supplier.

(b) The packing shall be subject to the approval of the Purchaser.

(c) 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 as per the schedule within 20 days from the date of purchase order and at least 70% of the ordered quantity at specified locations within 30<sup>th</sup> 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 31<sup>st</sup> day up to 45<sup>th</sup> day from the date of purchase order and up to 50% of the order quantity after 45<sup>th</sup> 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 30 days from the date of the Purchase Order, the provision of clause 15.2 and 15.3 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 reagents at the Warehouse specified in the Purchase Order and if the reagents 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 reagents/ medicines for a period of one year immediately succeeding year in which supplier has placed Purchase order.

**QUALITY TESTING:**

07. (a) 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.

(b) 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.

(c) (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) During the contract period if three batches of the particular item supplied by the firm fails in quality test (ASSAY content, description test and other parameters mentioned in pharmacopoeia.) then that particular item will be blacklisted for the firm.

(iii) In respect of the firm supplying more than one item during the contract period if more than 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 reagents 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 Reagents shall be deducted to meet the cost of handling sub standard reagents. In no circumstances, request for replacement of sub standard reagents 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 Drugs 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 Reagents 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 Reagents 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 Reagents 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 Madhya Pradesh. 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 Reagents 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.

#### **ASSIGNMENT OF CONTRACT PROHIBITED**

17. 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.

#### **TERMINATION OF CONTRACT ON BREACH OF CONDITION**

18. (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.

19. 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**

20. 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**

21. 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**

22. 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**

23. 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.

24. 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 Director of Medical Services in the matter shall be final and binding.

25. 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 Director, Medical Services 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	Reagents Code	Name of reagents	Unit	L1 Rate (Rs./P)	Tender Quantity	Value

Matched L1 Item

S.N	Reagents Code	Name of reagents	Unit	L1 Rate (Rs./P)	Quoted rate	Matched rate	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 :

Reagents Manufacturing Licence No. & Date :

Issued by :

Valid up to :

CST/VAT Registration No. :

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. 16**

### **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 reagents 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 reagents/product supplied, blacklisting for that particular reagents/product shall be for two year;
- b. If variation in ASSAY content is up to 10% in maximum two batches of reagents/product supplied , the blacklisting for that particular reagents /product shall be for three year;
- c. If variation in ASSAY content is more than 10% in any of the batch the reagents/ 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 Reagents**

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 be blacklisted for minimum 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 Reagents licence :
2. Reagents 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 :

<b>S.N</b>	<b>Reagents Code</b>	<b>Reagents name</b>	<b>Pack Size</b>	<b>Date of Endorsement obtained from the State Drug Controller</b>	<b>Whether Endorsement is in generic or trading name</b>

**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 Licence for the product duly approved by the Licencing authority for each and every product quoted.    | 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 Drug 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 |

## Annexure-XIII

Ref. Clause No. 5

Break up of Landed price per ml

									<i>Amount in Rs</i>
No.	Reagents Code	Name of the Reagents	Pack Size	Basic Price  Inclusive of Incidental Services	Packing & Forwarding Charges	Excise / Customs Duty	Freight  Insurance Charges	Sale Tax	Total landed Price per ml (5+6+7+8+9)
1	2	3	4	5	6	7	8	9	10
<i>Total Landed Price</i>									

**Note:** The firms shall indicate the break up prices at Column 4 to 8 and 9 separately and wording like

**“Included” shall not be substituted for the same.**

Place : Signature :

Name in Capital Letters :

Designation :

Seal:

Date:

**ANNEXURE -XIV**

**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 .....2014.

Signature and Seal of Guarantors

.....

.....

.....

Date ..... 2014

Full Address of the Bank: .....

.....

.....

**ANNEXURE-XV**  
**(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.**