



Bihar Medical Services & Infrastructure Corporation Limited

5th floor, Biscomaun Bhavan, Gandhi Maidan, Patna 800 001

Phone: +91 612 2219634; Fax: +91 612 2219635

www.bmsicl.gov.in

**INVITATION OF RE-TENDER FOR EMPANELMENT OF ANALYTICAL
TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF
DRUGS/SURGICAL ITEMS**

(RE-TENDER No: BMSIC/QC/01/2017)



Bihar Medical Services and Infrastructure Corporation Limited (BMSICL)

5th Floor, Biscomaun Bhawan, Gandhi Maidan,

Patna-800001, Bihar

[Url:https://www.bmsicl.gov.in](https://www.bmsicl.gov.in)

Phone: 0612-2219634, 2219635

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INVITATION OF REQUEST FOR PROPOSAL

Bihar Medical Services & Infrastructure Corporation Limited - hereinafter mentioned in this document as BMSICL or the Corporation - is a fully owned by Government of Bihar for providing services to the various health care institutions under the Department of Health and Family Welfare. One of the key objectives of the BMSICL is to act as the State procurement agency for all essential drugs, other consumables and equipments for all health care institutions under the above said Department.

The Corporation invites applications in the form of Request for Proposal (RFP) for Empanelment of Drug Testing Laboratories for the Analysis of Drugs and Surgical more specifically mentioned in Appendix for a period of two years from the Date of Acceptance. The Managing Director of the Corporation is the Request for Proposal (RFP) Inviting Authority for this purpose.

Laboratories which are willing to undertake complete testing and analysis of the drugs and Surgical as prescribed in the Appendix I-A and I-B respectively and willing to accept the terms and conditions as prescribed under the RFP document are eligible to be selected as the “Empanelled Drug Testing Laboratory of BMSICL”.

The Laboratories offer rates for complete testing and analysis of the drugs and Surgical include all costs of chemicals, reagents, other supplies and consumables, capital investments in equipments, infrastructure, and all overheads for performing tests/ analysis as per the standards applicable analysis and for furnishing test reports together with all relevant protocols to BMSICL.

Performance of the tests/ analysis strictly in accordance with the official/ recognized parameters of standards and delivery of test/ analysis reports in time and consistency of the analysis results are the most important factors to be adhered to by the Empanelled Laboratories.

The period of contract shall be two years from the date specified in the agreement to be executed for the purpose of the contract. The RFP Offeror shall give firmness of the rate prescribed and agreed upon for a period of two years from the date of agreement. The agreement may be extended for further period on mutually agreed terms.

RFP Offeror will be treated as Drugs testing Laboratories.

(1) **RE-TENDER SCHEDULE**

A) **Important details of the RE-TENDER:**

i.	TENDER No	BMSIC/QC/01/2017
ii.	Cost of TENDER Document	Rs.1000/-
iii.	Earnest Money Deposit	Rs.25,000/- (refundable)
iv.	Form of Earnest Money Deposit	Demand Draft
v.	Validity of EMD	180 days from the date of opening of technical document
vi.	Performance Security Deposit	Rs.50,000/-
vii.	Validity of Performance Security deposit	30 months from the date of execution of agreement

B) **Important Dates:**

S.No	Particulars	Date and time	Venue
i.	Date and time of commencement of sale of Tender document	19 th January 2018	BMSICL Head Office , 5 th floor, Biscomaun Bhawan , Gandhi Maidan, Patna
ii.	Date and time of Pre-offer meeting	24 th January 2018 at 15:00 Hrs.	
iii.	Last date and time of receipt of offers	12 th February 2018 by 14:00 Hrs	
iv.	Date and time of opening of the offers	12 th February 2018 by 15:00 Hrs	

(2) **Minimum Eligibility Criteria (Technical Part – Cover A):**

Minimum eligibility criteria along with list of documents to be submitted in Cover A. Offeror should meet the following criteria to be eligible for RFP and relevant papers/documents must be submitted by them in their Technical Part (Cover A).

- A) RFP Fee (Non –Refundable) of Rs 1000/- in form of Demand Draft in Favour of “Managing Director, Bihar Medical Services and Infrastructure Corporation Limited” Payable at Patna.
- B) Earnest Money Deposit (EMD)shall be Rs. 25,000/-(Rupees twenty five thousand Only) are required to submit in the form of Demand Draft only drawn in favour 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 RFP Offeror (Managing Director / Partners / Proprietor) i.e. Name, Address, Telephone Number, E-mail should be submitted in **Annexure-II**.
- E) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the RFP Offeror firm to sign the documents should be submitted. The Power of Attorney shall be in non-judicial stamp paper duly notarized.
- F) The RFP (Offeror) shall have **Minimum three years old** valid Approval Licence for carry out the testing/analysis of Drugs and Surgical under the Drugs and Cosmetics Act 1940 and Rules 1945. RFP Offeror should submit self attested copies of required licence.
- G) The RFP (Offeror) must have valid Good Laboratory Practices (GLP) Certificate issued by the competent authority under the Drugs and Cosmetics Act 1940 and Rules 1945. Self attested copies are to be submitted.
- H) RFP Offeror should have valid NABL Accredited Drug Testing Laboratories situated in India. Self attested copies are to be submitted.
- I) Self attested copies for the Performance statement of analyzing Drugs/Surgical for the last three years in the Performa given at **Annexure-III** are to be submitted.
- J) The RFP Offeror should give an affidavit sworn before first class magistrate / Notary stating that the firm is not black listed currently (as on the date of submission of the RFP) by Central Government / Central Government agencies/any state government or any of the state government agencies/or any Drug procurement agencies or by BMSICL as per **Annexure-IV**.

- K)** Non Conviction Certificate (NCC) issued by the State Licensing Authority/Competent authority which should not be more than 1 year old from the date of submission of RFP. Self-attested copies are to be submitted.
- L)** Copy of PAN Card of the company/Firm should be submitted (self-attested).
- M)** RFP Offeror should submitted Copies of the Audited Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than Rs. 25 Lakhs (Twenty Five Lakhs) for last three consecutive financial years (Auditor/CA certificate of turnover will not be accepted). Self-attested copies are to be submitted.
- N)** Self attested photocopy of GST Registration Certificate should be submitted.
- O)** RFP Offeror should submit self attested copies of List of qualified personnel employed in Drug Testing Laboratory along with their qualification, experience and details of their approvals in **Annexure- V**.
- P)** RFP Offeror should submit self attested copies of List of sophisticated instruments (working condition) available in Drug Testing Laboratory in **Annexure –VI**.
- Q)** Affidavit declaration regarding acceptance of RFP condition to be submitted by the firm as per **Annexure-VII**
- R)** RFP Offeror should submit self attested copies of Facilities in Microbiological Section with AHU in Laboratory as per **Annexure-IX**
- S)** It is mandatory to provide a check list as per **Annexure I**.

(3) Quoted Price (Cover B):

A) Appendix I-A (For Drugs)

Every RFP Offeror shall submit their offer rates in the prescribed Performa as per Appendix I-A for Drugs. The offered rates shall be inclusive of cost of chemicals, reagent other consumables, cost and depreciation of value of equipments, infrastructure, labour charges, other overheads and expenses and incidental to the furnishing of reports. The RFP offering minimum rate for testing exclusive of statutory taxes and levies will be selected for testing that item. L1 rate will be declared by exclusive of taxes.

B) Appendix I-B (For Surgical)

Every RFP Offeror shall submit their offer rates in the prescribed Performa as per Appendix I-B for surgical items. The offered rates shall be inclusive of cost of chemicals, reagent other consumables, cost and depreciation of value of equipments, infrastructure, labour charges, other overheads and expenses and incidental to the furnishing of reports. The RFP offering minimum rate for testing exclusive of statutory taxes and levies will be selected for testing that item. L1 rate will be declared by exclusive of taxes

(4) GENERAL CONDITIONS

- A) The terms and conditions governing the Empanelment of Laboratories are contained in this "RFP Document". The document can be downloaded from website www.bmsicl.gov.in.
- B) All RFP documents must be accompanied with RFP Fees and Earnest Money Deposit as specified in the RFP document clause 2 (A) & 2 (B) respectively.
- C) It is mandatory to provide a check list as per clause 2 (S). Failure to furnish the check list would make the offer deemed as non-responsive and open for summary rejection.
- D) Language of RFP: - The RFP prepared by the Offeror and all correspondence and documents relating to the RFP exchanged by the Offeror and the RFP Inviting Authority, shall be in English language, Supporting documents furnished by the Offeror 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 RFP, the English translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of RFP. No RFP can be partly in one language and partly in another language.
- E) The RFP and accompanying documents once submitted shall not be altered in manner and should not have any scope of ambiguity, cutting, pasting, overwriting, masking, alteration etc. Modification of the offer, of the nature and to the extent provided in this document prior to the time and date set for submission will, however, be entertained. Any overwriting / cutting/ correction otherwise of inadvertent error in the RFP made before its presentation it must be one authenticated with signature of the Offeror in full and such modifications as above that are not duly authenticated would necessitate summary rejection of the RFP. No such correction or modification as above in the accompanying document will be considered and documents with corrections would make the RFP defective/ non-responsive.
- F) RFP Offeror should also enclose hardcopy as well as soft copy (CD Form) of technical part in cover-A and Quoted Price in Cover –B.
- G) The facilities availed/offered for test/ analysis of drugs and other items shall be own and located in the premises in respect of which the RFP is made. Performance of tests/analysis partly in one place and partly in another place or fully in a place other than the one in respect of which the RFP is made will not be acceptable.
- H) The RFP offeror should not be a supplier of Drugs or Surgical items to the BMSICL or any other Institution/Organization/Health Care Facility being governed by GoB.
- I) The documentary evidences submitted along with the RFP shall be produced duly attested by the Offeror on every page and serially numbered.

- J) A copy of the complete RFP document duly signed on every page by the Offeror or the authorized representative shall be enclosed as part of the RFP as a proof of having read and accepted the terms and conditions of the RFP document.
- K) An offer submitted in vague/ ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- L) The empanelled laboratory shall have no right to demand at any time during the currency of the contract, at any minimum quantity of drugs, surgical & sutures to be tested.
- M) A pre-bid meeting will be held at 5th Floor, Biscomaun Bhawan, Patna- 800001 as Per Date & Time specified in RFP Schedule 1(B) to clarify any queries and accept any suggestions from Offerors.
- N) At any time prior to the last date of submission of RFP, RFP Inviting Authority may, for any reason, whether at their initiative or in response to a Clarification requested by a prospective bidder, can modify the condition of RFP documents by an amendment.
- O) The RFP inviting authority (BMSICL) reserves the right to accept / reject /cancel or defers the RFP submitted for any or all items at any time without assigning any reason.
- P) At any point of time before or after the award of contract, the RFP Inviting Authority reserves the right to cancel or modify the contract in respect all or any of the items of drugs or other consumables in respect of an RFP for breach of the terms and conditions of the RFP or of the agreement thereof.
- Q) Any ambiguity in rate, RFP shall be rejected.
- R) The RFP shall remain firm and valid for two years. An offer for a shorter period shall be rejected by the Corporation as non-responsive.
- S) In case sufficient Laboratories are not empanelled due to any reason, BMSICL reserves right to float fresh RFP during period of two years.
- T) The Offeror will require to inform BMSICL, their total capacity of testing the samples per month and how much they will be able to test for BMSICL as per Annexure-X.
- U) The Offeror should provide list of their clientele for whom they did analysis in the previous year duly certified by Chartered Accountant.

(5) **METHOD OF SUBMISSION OF RFP**

- A) The RFP Documents & Certificates as per **Clause 2** must be submitted as hardcopy and softcopy (CD) in a separate sealed cover as **Technical Part Cover - A and Quoted Price (Hardcopy & Softcopy)** for testing/analysis of Drugs & Surgical as per Appendix I-A & I-B respectively shall be kept in separate sealed cover as **Quoted Price Cover-B**. Both Cover A & Cover B shall be kept in single sealed cover on which it shall be super scribed as **"RE-TENDER FOR EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS/SURGICAL ITEMS No BMSIC/QC/01/2017"**.
- B) The RFP should reach in sealed envelope only by registered post or by courier to the following address within stipulated time as mentioned in RFP Schedule 1 (B).

**The Managing Director
Bihar Medical Services & Infrastructure Corporation Limited,
5th Floor, Biscomaun Bhawan, Gandhi Maidan,
Patna-800001
Phone No: 0612- 2219634, 0612-2219635**

(6) **Earnest Money Deposit (EMD):**

- A) The RFP shall be accompanied by the EMD as prescribed in **Clause 2(B)**. Non-submission of sufficient EMD with the Technical document shall result in summary rejection of the RFP.
- B) EMD of unsuccessful Offerors will be discharged / returned as soon as possible after publishing of the final list of successful RFPs by the Corporation.
- C) The successful Offerors EMD will be discharged upon the Offeror signing the contract and furnishing the performance security. The EMD of the successful Offeror may be adjusted towards the performance security payable.
- D) No interest will be paid for the EMD.
- E) **The EMD will be forfeited, if an Offeror;**
- i) Misrepresents facts or submit false / fake documents during the RFP process.
 - ii) If the Offeror will fully violates any terms and conditions of the RFP documents.
 - iii) EMD will be forfeited if the Offeror withdraw its RFP during the period of RFP validity.
 - iv) A successful Offeror fails to sign the agreement and failed to deposit required performance security after issuance of Letter Of Intent.
 - v) If the RFP offer is rejected on the basis of the non satisfactory inspection report of the Quality control facilities of the firm by the corporation.

(7) Evaluation of RFP:

- A) The opening of the RFP offer will be done by the Corporation in the presence of the Offerors or their representatives who choose to attend at the respective time and place mentioned in RFP Schedule 1 (B).
- B) In the event of the specified date for RFP submission/opening being declared holiday, the RFP submission/opening shall be at the appointed time and venue on the next working day.
- C) The Offeror shall be responsible for properly superscribing and sealing the envelopes and the Corporation shall not be liable for inadvertent opening of the envelopes before the time appointed for opening of the offers.
- D) The documents submitted as part of the offer shall be scrutinized by Committee constituted by the RFP Inviting Authority. After scrutiny of the documents and information furnished in Cover- A (Technical Part) and confirmation of details stated therein, a list of eligible laboratories will shortlisted.
- E) Cover B (Price Bid) of the Offeror found eligible on the basis of scrutiny of cover-A and will be opened subsequently and the date and time for opening of cover-B will be intimated to the shortlisted Offeror. The acceptability rates for analysis will be decided on the basis of L1 rates and will be communicated.
- F) The Offerors other than L1 Offeror will be given opportunity to match L1 rate and after due confirmation, their name/s may also be included in the panel.

(8) Inspection of Testing Facilities of the Laboratory:

- A) Inspection of the testing facilities will be at the discretion of the RFP Inviting Authority. Such inspection may be at any stage before or after acceptance and at any time with regular intervals as felt necessary by the RFP Inviting Authority of the offer or Award of Contract/ empanelment.
- B) The laboratory shall extend all facilities to the inspection team to enable them to inspect premises, testing facilities, technical personals, reference standards/working standards/mandatory documentation and to interact with responsible personals under D & C Act. 1940 and Rules 1945 in the laboratory.
- C) Key testing areas will be photographed by the inspection team. Denial of permission for photographing will result in the rejection of RFP offer.
- D) Any of the Laboratories during the inspection, found not complying with the requirements, the offer of the firm will be rejected/agreement will be terminated. An inspection fee of Rs.25,000/- will be deducted from the EMD/SD/any money due to the firm.

(9) **Acceptance / Rejection of offers:**

- A) The RFP inviting authority (BMSICL) reserves the right to accept / reject /cancel or defers the RFP submitted for any or all items at any time without assigning any reason.
- B) At any point of time before or after the award of contract, the RFP Inviting Authority reserves the right to cancel or modify the contract in respect all or any of the items of drugs or other consumables in respect of an RFP for breach of the terms and conditions of the RFP or of the agreement thereof.
- C) Any ambiguity in rate, RFP shall be rejected.

(10) **Award of Contract:**

- A) The Corporation will notify the successful Offeror (s) in writing, by registered / speed post or by email that its/ their offer(s) for testing of drug(s)/ other items, which have been selected by the RFP Inviting Authority, has been accepted. This notification is made by issuing a **Letter of Intent** by the RFP Inviting Authority.
- B) The successful Offeror, upon receipt of the Letter of Intent, shall execute an agreement in the format prescribed, in a non-judicial Stamp paper of value of Rs. 1000/- or of such revised value as may be notified by the Government (stamp duty to be paid by the Offeror) within 15 days from the date of the intimation from Corporation that his offer has been accepted. The Specimen format of agreement is available in **Annexure-VIII**.

(11) **Performance Security Deposit:**

- A) There will be a performance security deposit amounting to Rs 50,000/- (Rs. Fifty Thousand only) which shall be submitted by the successful Offeror along with the agreement within 15 days from the date of issuance of Letter Of Intent, in the form of Demand Draft drawn in favour of the Managing Director, Bihar Medical Services & Infrastructure Corporation Limited Payable at Patna.
- B) 5% of Bill value will be deducted towards security deposit from all running bills of Offeror and that 5% will be refunded at the end of successful contract without any interest.
- C) If the successful Offeror fails to execute the agreement and / or to deposit the required performance security deposit within the time specified or withdraws his offer after opening of the Quoted Price Cover B, his award of contract will be cancelled and the Earnest Money Deposit of the firm shall stand forfeited.
- D) The Offeror shall not, at any time, assign, sub-let or make over the contract or the benefit in full or part thereof to any person or persons what so ever.
- E) In the event of any failure / default / deviations from the terms and conditions of the RFP or the agreement thereof, of the successful Offeror with or without any quantifiable loss to the RFP Inviting Authority, the amount of the performance security is liable to be forfeited.

- F) The RFP Inviting Authority will release the Performance Security without any interest to the successful Offeror on completion of all contractual obligations.
- G) If the successful Offeror withdraws from the contract during the period of contract, his security deposit will be forfeited, the contract will be terminated.

(12) Complete Analysis And Reporting Condition:

- A) On empanelment and entrustment of the job, the Analytical Laboratory shall furnish the test reports within.
 - i) 10 days of receipt of the sample in case of Tablets, Capsules, Ointments, Cream, Gel, Powder and Liquid Oral Preparation (All non-sterile Dosage Form)**
 - ii) 21 days of receipt of the sample in the case of LVP / SVP, Injectable in Vial /Ampoules and dry Powder Injectable (All sterile Dosage Products)**
- B) For any delay more than stipulated time as mentioned in 12A (i & ii) as the case may be 1% of testing charges per day of the delayed reporting up to 30 days, beyond 30 days 50% of testing charges would be deducted as penalty.
- C) All the tests mentioned in IP/ BP/ USP/ E U / BIS/ IS and any other standard mentioned as Per Drugs and Cosmetics Act 1940 and Rules 1945 as well as schedule V (as the case may be) should be carried out for each and every sample. The actual test value obtained after analysis should be clearly mentioned in the report figures/ & words of test/analysis. Amendments, Addendum, Corrigendum etc published to the reference monographs shall be taken in to account in the testing parameters time to time.
- D) Mentioning the words, "COMPLIES" or "PASSES" in the result column of the report shall be treated as incomplete report. It is essential to express the value of test results in figures and the value of standard limits.
- E) Every test report must have remarks (i.e.) Standard Quality or Not of Standard Quality.
- F) Reports should be in A4 size paper of good quality.
- G) Reports should have Sr. No. Description of tests, Specifications, Results
- H) Spectra/ Chromatography/Dissolution profile or other data sheets, wherever applicable shall be furnished as per request of RFP inviting authority.
- I) All test reports should be submitted to the BMSICL in triplicate. In case of failure of a sample, the result should be communicated immediately to the Managing Director through Phone / Fax / E-mail and the report should be sent with protocol.

- J) If under any circumstances (like breakdown of instrument, non availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for samples, the same should be reported within 24 hours of receipt of such samples by FAX or E-mail and the samples should be returned to the Quality Control Section, Bihar Medical Services and Infrastructure Corporation Limited Patna. 100% of charges as penalty will be imposed in case no prior information of Breakdown of instrument or non availability of reference standard is given to this office before sending samples.
- K) Every care will be taken for proper packaging of the sample to ensure safe and intact delivery to the laboratory. If, however, any sample is received in a damaged condition by the laboratory, the sample should not be analyzed and the information should be sent immediately to the Bihar Medical Services & Infrastructure Corporation Limited, Patna by FAX or E-mail.
- L) In the case of Non-Pharmacopoeia Products the Method of Analysis should be appended to the Report.
- M) Test Results shall be uploaded through given website link followed by signed hardcopies.

(13) Payment Provisions:

- A) No advance payments towards Analysis of drugs will be made.
- B) Payments towards the Analysis of drugs will be made strictly as per terms and conditions laid down in the RFP document and the decisions of the RFP Inviting Authority. All payments will be made only by way of electronic fund transfer in favour of the laboratory.
- C) All bills / Invoices in triplicate is to be submitted directly to the Headquarters and should be uploaded to given link.
- D) If at any time during the period of contract, the testing fee of any items is reduced by the Offeror himself or the taxes levied is brought down by any law or Act of the Central or State Government the Offeror shall be bound to inform Corporation immediately about such reduction in the contracted prices. The RFP Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Offeror fails to notify or fails to agree for such reduction of rates.
- E) The Offeror shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Service tax, and Customs Duties etc. In the event, if it is found that there is some statutory deduction to be made at the source, the Corporation will have the authority to do so.

(14) Saving Clause:

No suit, prosecution or any legal proceedings shall lie against Corporation or any person for anything that is done in good faith or intended to be done in pursuance of the RFP.

(15) 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 RFP will be subject to the jurisdiction of law/ tribunals situated in Patna, Bihar only or the High Court of Patna only, as applicable.
- C) The Offerors are also required to abstain from printing the words“ subject to jurisdiction of Delhi Courts only’ etc from on the invoices submitted, which may force the Corporation to entertain the payment only after the Offeror undertakes in writing his/ her agreeing to the conditions above in respect of the jurisdiction of the courts of Bihar.

(16) Resolution of Disputes:

- A) In the case of a dispute or difference arising between the RFP Inviting Authority and a Offeror 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.
- B) Venue of Arbitration: The venue of arbitration shall be Patna, Bihar, India.

(17) Condition of Blacklisting and Procedure:

- A) Non performance of any RFP or Empanelment conditions will disqualify a laboratory to participate in the next RFP.
- B) Proficiency testing of samples will be done on random basis in other laboratories or Govt. laboratories of and any discrepancy of reports will be taken as non performance. For each such instance of non performance, no bills for performing the tests will be paid to the testing laboratory. For three such non performances within the contract period, 25% of the security deposit will be deducted. For every subsequent non performance, 10% each of the security deposit will be deducted. If such non performances exceed six during the contract period, the testing laboratory will be removed from the empanelment and black listed for a period of 5 (Five) years.
- C) If it is revealed that drug testing Laboratory is involved in any form of fraud and collusion with the suppliers of BMSICL, the drug testing laboratory will be black listed for Five (5) years.
- D) RFP inviting authority will be at liberty to terminate the empanelment without assigning any reasons. The Offeror will not be entitled for any compensation whatsoever in respect of such termination.

- E) The successful Offeror withdraws from the contract during the period of contract, his security deposit will be forfeited, the contract will be terminated. And the laboratory will be blacklisted for a period of three years immediately succeeding the RFP year making them ineligible to participate in any of the offers / Tender of the Corporation.
- F) Non performance of any RFP or Empanelment conditions, a registered notice shall be issued to the laboratory calling for explanation within 15 days from the date of receipt of notice. On receipt of the explanation from the Laboratory, the RFP inviting Authority, may take appropriate action on merits of the case and impose blacklisting of the particular laboratory by passing appropriate orders.

(18) Termination of Contract:

- A) **Termination for default:** - The Corporation without prejudice to any other contractual rights and remedies available to it (the RFP Inviting Authority), may, by written notice of default sent to the successful Offeror (Empanelled laboratory), terminate the contract in whole or in part, if the successful Offeror fails to perform any other contractual obligation(s) within the time period specified in the contract.
- B) **Termination for insolvency:** If the successful Offeror becomes bankrupt or otherwise insolvent, the Corporation reserves the right to terminate the contract at any time, by serving written notice to the successful Offeror without any compensation, whatsoever, to the successful Offeror (Empanelled laboratory), subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the RFP Inviting Authority.
- C) **Termination for convenience:** - The Corporation reserves the right to terminate the contract, in whole or in part for its (RFP Inviting Authority's) convenience, by serving written notice on the successful Offeror (Empanelled laboratory) at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the RFP Inviting Authority.
- D) **Termination due to change of ownership, constitution, suspension/ cancellation of statutory approval/ certification, accreditation etc.**
 - i) Where there is a change of ownership (in the case of sole proprietorship unit) of the Empanelled laboratory under contract, the contract will stand automatically terminated. The owner of the Empanelled laboratory shall inform the change of ownership to the RFP Inviting Authority as soon as the change takes place. The new owner will be eligible for a fresh contract for the remaining period of the earlier contract with the former owner under the same terms and conditions on deposit of the performance security amount. Inspection of the unit will be the discretion of the RFP Inviting Authority.

- ii) Where there is a change of constitution of the firm running the Empanelled Laboratory, the contract will stand terminated from the date of change of constitution if the person(s) responsible for the firm for the contract and its day to day operations change. In such an event the new firm will be eligible for further fresh contract for the remaining period of the earlier contract with the firm under the same terms and conditions. The performance security deposited earlier may be adjusted for the fresh contract on mutual agreement.
- iii) Where there is temporary or permanent suspension/ cancellation/ withdrawal/ revoking of the statutory approval/ certification/ accreditation on the basis of which the laboratory was empanelled and contract was awarded, the contract will stand terminated from the date of such action coming into force. Such termination may, however, be withdrawn if the action is cancelled or stayed by any competent forum. It will be onus of the Empanelled laboratory to report any such action taken against it.

(Sd/-)

Managing Director, BMSICL

&

(RFP Inviting Authority)

CHECK LIST FOR SUBMISSION OF RFP

Name of the Laboratory :

Address :

S.No	Technical Eligibility Criteria as per RFP	YES/NO	Page No.	Remarks
1.	RFP Fee Rs 1,000/- in form of DD as per Clause 2(A)			
2.	EMD details (DD number and date with issuing bank) as per Clause 2(B) of RFP			
3.	Constitution of the Bidding Company/Firm such as Memorandum of Association and Article of Association with complete address .As per Clause 2(C) of the RFP			
4.	The details of RFP Offeror (Managing Director / Partners / Proprietor) i.e. Name, Address, Telephone Number,e-mail should be submitted in Annexure II as per Clause 2(D) of the RFP			
5.	Power of Attorney or Resolution of Board by which the authorised signatory has been authorised by bidder firm to sign the documents. As per Clause 2 (E) of the RFP.			
6.	Self attested copies of Minimum three years old valid Approval Licence for carry out the testing/analysis of Drugs and Surgical under the Drugs and Cosmetics Act 1940 & Rules 1945. As per Clause 2(F) of the RFP			
7.	Self attested copies of valid Good Laboratory Practices (GLP) Certificate issued by the competent authority under the Drugs and Cosmetics Act 1940 and Rules 1945. As per Clause 2(G) of the RFP			
8.	Self attested copies of valid NABL Accredited Drug Testing Laboratories certificate. As per Clause 2(H) of the RFP			
9.	Self attested copies for the Performance statement of analyzing Drugs/Surgical for the last three years in the Performa given at Annexure-III As per Clause 2(I) of the RFP			
10.	An affidavit sworn before first class magistrate/Notary stating that the firm is not black listed currently (as on date of submission of the RFP) by Central Government/ Central Government Agencies/any state government /any of the state government agencies/any Drug Procurement Agencies or by BMSICL as per Annexure-IV(Clause 2(J) of RFP.			
11.	Self-attested copy of Non Conviction Certificate (NCC), issued by the concerned Licensing Authority from Drug Control Administration of the state. It should be not more than one year old. As per Clause 2(K) of RFP			

12.	Self-attested copy of PAN Card of the Offeror Firm/ Company. As per Clause 2(L) of RFP			
13.	Self-attested copies of the Audited Annual Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than 25 Lakhs for last three consecutive financial years. (Auditor/ C.A. Certificate of turnover will not be accepted). As per Clause 2(M) of RFP			
14.	Self attested photocopy of GST Registration Certificate should be submitted as per Clause 2(N)			
15.	Self attested copies of List of qualified personnel employed in Drug Testing Laboratory along with their qualification, experience and details of their approvals in Annexure-V as per Clause 2(O)			
16.	Self attested copies of List of sophisticated instruments (working condition) available in Drug Testing Laboratory in Annexure –VI as per Clause 2(P)			
17.	Affidavit declaration regarding acceptance RFP condition to be submitted by the firm as per Annexure-VII as per Clause 2(Q)			
18.	Self attested copies of List of Facilities in Microbiological Section with AHU in Laboratory in Annexure-IX as per Clause 2(R)			
19.	Self attested copies of Testing Capacity of Laboratory in Annexure-X as per the Clause 4(T)			
20.	List of their clientele for whom they did analysis in the previous year, dully certified by Chartered Accountant as per the Clause 4(U)			

Name of the Lab :

Authorised Signatory :

Official Seal :

Date :

Details of Laboratory

- (1) Name of Laboratory
- (2) Address of Head Office, if any:
- (3) Address of Laboratory
- (4) Name of Proprietor/Managing Director/ Partner with Address & Contact No.
- (5) Name and Designation of Authorised signatory
Phone No.:
Mobile No.:
E-Mail:
- (6) Details of Approval/Licence issued by Drugs Regulatory Authority:
- (7) Validity of Approval /License issued by Drugs Regulatory Authority:
- (8) NABL Certificate No. along with discipline:
- (9) Validity of NABL Certificate up to:
- (10) GLP certificate:
- (11) Certificate no. of Registration for Service Tax:
- (12) Name & Address of Bank:-

A/c No:-

IFSC Code:-

Name of the Lab :

Authorised Signatory :

Date :

Office Seal :

PERFORMA FOR PERFORMANCE STATEMENT
(For a period of last 3 years)

Name of the Laboratory : _____

Address : _____

Types of Samples Analyzed		No. of Samples Analyzed during		
		2014-15	2015-16	2016-17
1.	Tablets / Capsules			
2.	Injectable			
3.	Liquid Orals			
4.	Ointments / Creams / Gels			
5.	Surgical			
6.	Sutures			
7.	Other Categories (Specify)			

Name of the Lab :

Authorised Signatory :

Date :

Office Seal :

AFFIDAVIT FOR NON BLACKLISTING

I _____ Managing Director/Director / Partner / Proprietor of M/s. _____ having its Drugs/Surgical Testing/Analysis Laboratory unit / Registered office at _____ do hereby declare that the firm have not been blacklisted currently (as on the date of submission of the RFP) by Central Government/Central Government Agencies/any state government/any of the state government agencies/any Drug Procurement Agencies or by BMSICL. We are eligible to participate for the RFP.

Date:

Seal:

**(Authorised Signatory)
Name and Address of the
Offeror**

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

ANNEXURE-V

Personnel in Laboratory

- 1) Total qualified technical personnel engaged in Chemical/Instrumental analysis:
- 2) Total qualified technical personnel engaged in Microbiological analysis:
- 3) Total qualified technical personnel engaged in testing of surgical items:

Details of Competent (Approved) staff by State Licensing Authority

Sl. No.	Name	Designation	Qualification	Approval in Chemical/Instrumental/ Microbiological Testing	Experience in relevant analysis (Year)

Name of the Lab :

Authorised Signatory :

Date :

Office Seal :

**List of all functional Sophisticated Instruments/Apparatus including used for
Testing of Drugs & Surgical items**

Sl. No	Name of Instrument/Apparatus	Total Number	Make	Date of Installation

Name of the Lab :

Authorised Signatory :

Date :

Office Seal :

AFFIDAVIT (Acceptance of RFP Conditions)

I/We (Name of Offeror and designation)having our Head Office atand Drug Testing Laboratory situated at (write complete address).....do hereby declare that I/we have carefully read all the conditions of the RFP of Bihar Medical Services & Infrastructure Corporation Limited (A Govt. Of Bihar Undertaking), Patna for empanelment of Drugs/Surgical Testing Laboratories for analysis of DRUGS/Surgical for a period of two year and shall abide by all condition stated therein.

I/We further declare that we have valid approval/licence issued by Drug Regulatory Authority bearing no.and certificate for compliance of GLP valid upto.....Our testing lab is also NABL accreted bearing certificate no.....in disciplineswhich is valid upto.....

Signature

Name of Authorized Person :

Date :

Official Seal of Laboratory :

ANNEXURE-IX

Facilities in Microbiological Section with AHU in Laboratory

- 1) List of reference cultures available (To be given):
- 2) List of reference impurities available (To be given) :
- 3) List of reference standard/working reference available (To be given):
- 4) Details of equipments (e.g. Incubators, Laminar Air Flow etc.)

Sl. No.	Name of Instrument/Apparatus	Total Number	Make	Date of Installation

Enclose additional paper

Name of the Lab :

Authorised Signatory :

Official Seal :

Date :

Testing capacity of Laboratory

S.No	Type Of Samples to be Analyzed	Total Capacity of Tests Per Month	How Many Samples Can be Tested For BMSICL
1.	Tablets/Capsules/Pessaries		
2.	Injectable		
3.	Liquid Orals		
4.	Ointment/Cream/Gel		
5.	Others Drugs		
6.	Surgical		
	Specify item name		
	Specify item name		
7.	Sutures		
	Specify item type		
	Specify item type		

Name of the Lab :

Authorised Signatory :

Official Seal :

Date :

AGREEMENT

THIS AGREEMENT made on thisDay of....., 20... between Bihar Medical Services Corporation Ltd represented by its Managing Director (& RFP Inviting Authority) having its registered office at Patna (hereinafter mentioned as “The BMSICL” or the Corporation of one part and M/s..... (Name and Address of the laboratory) (Hereinafter called as “The Empanelled laboratory” or the "Laboratory" in short) represented by..... (Name of the authorized signatory and Designation), aged Years, residing at (Full residential address of the signatory) of the other part.

WHEREAS the BMSICL had invited RFP from eligible Analytical Laboratories for test and analysis of Drugs and Surgical procured by it for supply to the healthcare institutions under the Health Department of Bihar as per the RFP document Numberdated.....and had Prescribed eligible criteria and various terms and conditions for participation and presentation of the RFP, and

WHEREAS The Empanelled Laboratory above has offered to the BMSICL to undertake analytical work of the list of items mentioned in the Appendix I A & I B attached hereto, in accordance with the terms and conditions specified in the above said RFP document, at the offered rates.

WHEREAS the RFP Inviting Authority (BMSICL) has accepted the offer, and the Empanelled Laboratory has deposited with the BMSICL a sum of Rs.50, 000/- (Rupees Fifty Thousand) as Security Deposit as per clause 11, the due and faithful performance of this Agreement and liable to be forfeited as liquidated damages in the event of the Laboratory failing duly and faithfully to perform its obligations set forth hereinafter.

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP document referred to.

Now therefore these presents witness that for carrying out the said Agreement in this behalf into execution, The Empanelled Laboratory and the BMSICL do hereby mutually covenant ,declare, contract and agree each of them with the other of them in the manner following, that is to say,

1. The term “Agreement”, wherever used in this connection, shall mean the terms and conditions stipulated hereinafter for the analysis of Drugs, surgical and other items for the year 2018 -20.
2. (a) The agreement is for undertaking analysis of Drugs, Surgical items & Sutures items by the Empanelled Laboratory to the BMSICL of the samples specified in the Appendix I A & I B attached hereto at the rates noted against each therein on the terms and conditions set forth in this Agreement and strictly within the time frame stipulated for the respective items in Clause 12A (i & ii) of the RFP document.

- (b) This agreement shall be deemed to have come into force with effect from -----
----- (Date of execution of agreement) and it shall remain in force for a period of two years with effect from that date and may however be extended for a further period, on mutually agreed terms signed by both parties.
 - (c) The time frame specified in Clause 12A (i & ii) of the RFP document for the respective item shall be strictly adhered to by the Laboratory. Tests and Analysis of drugs and other items will be performed in accordance with the statutory standards such as IP, BP, USP, BIS etc and in the case of items for which no official standards, by applying such recognized or prescribed or authentic parameters of standard quality and the test reports shall reach the BMSICL within the maximum time limit specified in the RFP document reckoned from the date on which the item to be tested is delivered to the Empanelled Laboratory, failing which the measures of penalty and others specified will be applicable.
 - (d) The test reports are to be submitted to the BMSICL on its QC Portal within the time period specified in Clause 12A(i & ii) of the RFP document and three sets of hardcopies duly authenticated, to be send to Managing Director BMSICL, Patna.
 - (e) In the event of any failure/default/deviations from the RFP agreement on the part of the Empanelled Laboratory with or without any quantifiable loss to the BMSICL, the amount of the performance security is liable to be forfeited. If the Empanelled Laboratory withdraws from the contract during the period of contract, the security deposit shall be liable to be forfeited, the contract terminated and the Empanelled Laboratory shall be liable to be blacklisted for a period of three years immediately succeeding the RFP year making them ineligible to participate in any of the offers/Tender of the Corporation.
3. In respect of the analysis of items in the Schedule, the Laboratory shall allow inspection of the laboratory at any time during the continuance of the contract period by a team of Experts/Officials whom the BMSICL may depute for the purpose. The laboratory shall extend all facilities to the team to enable them to inspect sample storage, reagents, instruments, all relevant records, analysis etc in the Empanelled Laboratory and also to take photographs of such facilities which shall not be used by the Corporation other than pursuance of actions under the terms and conditions of this contract and also of the RFP document.
4. All expenses, damages and other moneys payable to the BMSICL by the Empanelled Laboratory under any provisions of this Agreement may be recovered from the amounts due or subsequently becoming due from the BMSICL to the Laboratory under this or any other Agreement. In case such amount are insufficient to fully cover such expenses, damages or other moneys payable. It shall be lawful for the BMSICL to recover the balance amount from the security deposit of the laboratory and all other money held by BMSICL and in case such security deposit is insufficient then it shall be also be lawful for the BMSICL to recover the residue of the expenses, damages and moneys, if necessary by means of legal proceeding against the Empanelled Laboratory.

5. The amount of security deposit remitted by the Laboratory to the BMSICL by way of Demand Draft in favour of the Managing Director, BMSICL, and Patna will be returned on successful fulfilment of the terms and conditions of this agreement without any interest.
6. (a) No advance payment towards any analysis will be made to the Empanelled Laboratory.
- (b) All bills/invoices should be raised in triplicate in the name of the Managing Director, Bihar Medical Services Corporation Limited. All payments will be made only by way of electronic fund transfer in favour of the Empanelled Laboratory for which bank details shall be furnished to the Corporation at the time of entering into agreement.
- (c) The Empanelled Laboratory shall furnish the test reports within:
 - i) 10 days of receipt of the sample in case of Tablets, Capsules, Ointments, Cream, Gel,
Powder and Liquid Oral Preparation (All non-sterile Dosage Form)
 - ii) 21 days of receipt of the sample in the case of LVP / SVP, Injectable in Vial /Ampoules and Dry Powder Injectable (All sterile Dosage Products).
- (d) The testing laboratory shall furnish reports of results of test or analysis in Form-39 prescribed under Drugs & Cosmetics Rules 1945.
- (e) If a Laboratory fails to submit the report of analysis within the above stipulated period penalty of 1% of testing charges per day of the delayed reporting up to 30 days, beyond 30 days 50% on the value of testing will be levied.
7. (a) Non performance of any RFP or Empanelment conditions will disqualify a laboratory to participate in the next RFP.
- (b) Proficiency testing of samples will be done on random basis in other laboratories or Govt. Laboratories of and any discrepancy of reports will be taken as non performance. For each such instance of non performance, no bills for performing the tests will be paid to the testing laboratory. For three such non performances within the contract period, 25% of the security deposit will be deducted. For every subsequent non performance, 10% each of the security deposit will be deducted. If such non performances exceed six during the contract period, the testing laboratory will be removed from the empanelment and black listed for a period of 5 (Five) years.
- (c) If it is revealed that drug testing Laboratory is involved in any form of fraud and collusion with the suppliers of BMSICL, the drug testing laboratory will be black listed for Five (5) years.
- (d) RFP inviting authority will be at liberty to terminate the empanelment without assigning any reasons. The Offeror will not be entitled for any compensation whatsoever in respect of such termination.

- (e) The successful Offeror withdraws from the contract during the period of contract, his security deposit will be forfeited, the contract will be terminated. And the laboratory will be blacklisted for a period of three years immediately succeeding the RFP year making them ineligible to participate in any of the offers / Tender of the Corporation.
 - (f) Non performance of any RFP or Empanelment conditions, a registered notice shall be issued to the laboratory calling for explanation within 15 days from the date of receipt of notice. On receipt of the explanation from the Laboratory, the RFP inviting Authority, may take appropriate action on merits of the case and impose blacklisting of the particular laboratory by passing appropriate orders.
8. If situation demands, the laboratory will have to provide a copy of protocol of tests being carried out by them, to the BMSICL office for further legal purpose.
 9. The empanelled laboratory shall have no right to demand at any time during the currency of the contract, at any minimum quantity of drugs, surgical & sutures to be tested.
 10. The Empanelled Laboratory shall not at anytime assign, sub-let or make over the present Contract or the benefits thereof or any part thereof, to any person or persons whomsoever.
 11. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) All the documents submitted by the Empanelled Laboratory as a part of the RFP offer,
 - (b) The Schedule of Requirements;
 - (c) The Specifications and other quality parameters;
 - (d) The clarifications and amendments issued / received as part of the RFP Document.
 - (e) All correspondence as part of RFP during or after the date of agreement accepted by RFP Inviting Authority
 12. The terms and conditions specified in the RFP document published by the RFP Inviting Authority in acceptance of which the Empanelled Laboratory had presented the RFP offer will apply in matters not specifically in this agreement.
 13. The RFP inviting authority (BMSICL) reserves the right to accept / reject /cancel or defers the RFP submitted for any or all items at any time and at any stage, without assigning any reason.

14. The Empanelled Laboratory and the Corporation mutually agree that any and all disputes arising out of this Agreement will be subject only to the jurisdiction of courts of law / tribunals situated in Patna or normally having territorial jurisdiction over Patna only or the High Court of Bihar as applicable and the provisions of Clause 15 & 16 of the RFP document are agreed to in full.

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.

Signed, Sealed and Delivered by the said(For the RFP Inviting Authority – BMSICL) in the presence of,

1..... (Signature, name and Address)

2..... (Signature, name and Address)

Signed, Sealed and Delivered by the

said (For the Empanelled Laboratory)

(Signature, Name and Address with Office Seal)

in the presence of,

1..... (Signature, name and Address)

2..... (Signature, name and Address)

Quoted Price for Testing Of Drugs

Sl. No	Name Of Drugs	Pack Size	Rate Excluding Tax	Tax Applicable in %	Total amount Including Taxes	Total Amount in word	Remarks
01	Anti D (Rho) Immunoglobulin Inj. 150 µg	Vial					
02	Anti D (Rho) Immunoglobulin Inj. 300 µg	Vial					
03	Anti D Immunoglobulin Polyclonal Human Anti RhD immunoglobulin Injection 300mg	Vials					
04	Anti Snake Venom Serum Lypholized	10ml Vial					
05	Antihæmophilic Factor IX Injection 600 IU	Vial					
06	Antihæmophilic Factor VIII Injection 1000 IU	Vial					
07	Antihæmophilic Factor VIII Injection 250 IU	Vial					
08	Antihæmophilic Factor VIII injection 500 IU	Vial					
09	Anti-scorpion Venom Inj. 1 ml	1 ml vial					
10	Heparin Sodium Injection IP 5000 IU/ml	5 mL vial					
11	Heparin Sodium Injection IP Inj. 5000 IU/5ml	5 ml					
12	Human Albumin solution 20% IP	100ml					
13	Human Albumin Solution 5% IP	250 ml					
14	Human Normal Immunoglobulin for IV use IP Inj. 2.5gm/50ml	50 ml vial					
15	Human Normal Immunoglobulin for IV use IP Inj. 5gm/100ml	100ml					
16	Human Normal Immunoglobulin IP Inj.	2 ml					

	16.50%						
17	Insulin Injection 40 IU/mL	10 ml vial					
18	Rabies Antiserum IP 300 IU/ml	5 ml vial					
19	Rabies Immunoglobulin (Human) Injection (IP, BP, USP, EuPh, official compendium) 150 IU/ml	2 ml vial					
20	Rabies Vaccine Human IP 2.5 IU	1ml Vial					
21	Streptokinase Injection IP 15 Lakh Units	Vial					
22	Streptokinase Injection IP 7.5 Lakh Units	Vial					
23	Tetanus Immunoglobulin IP Inj. 1000 IU	Vial					
24	Tetanus Immunoglobulin IP Inj. 250 IU	Vial					
25	Tetanus Toxoid Injection 0.5ml	0.5ml					
26	Vasopressin Injection IP 20 IU/ml	1ml Amp.					

Antimalarial Drugs & Diagnostic kit

01	RDT (Bivalent) Malaria Test Kit for both Pv & Pf test						
02	Dengue NS1 Antigen Kit (ELISA based)						

Drugs For Diabetic, Cardio Vascular & Stroke

01	Streptokinase Inj. 1.5 MU	Vial					
02	Heparin Sodium Inj. 1000 IU	Vial					
03	Heparin Sodium Inj. 25000 IU	Vial					
04	Insulin Regular Inj.	Vial					
05	Insulin Intermediate Inj.	Vial					

Drugs and Surgicals for Prevention of Swine Flu & Alcohol De-Addiction

01	VTM						
02	PPE Kits						
03	Vaccine						
04	Mol. Diagnostic Kit (RT PCR) Kits for H1N1						

Enclose Soft Copy of Quoted Price (In PDF Format) In CD also

APPENDIX I-B**Quoted Price for Testing Of Surgical**

Sl. No.	Name Of Items	Specification/ Strength	Pack Size	Rate Excluding Tax	Tax Applicable in %	Total amount Including Taxes	Total Amount in word	Remarks
01	Radial & Ulnar Nails	Square Nail For Radial/Ulnar ,2.5mm,24 Cm	Piece					
02	Radial & Ulnar Nails	Square Nail For Radial/Ulnar ,2.5mm,30 Cm	Piece					
03	Traction Kit-Adult	Adult	1 Piece					
04	Traction Kit-Child	Child	1 Piece					

Enclose Soft Copy of Quoted Price (In PDF Format) In CD also