BID DOCUMENT FOR SUPPLY FOR DRUGS & MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-13

(Tender Ref. No BMSICL /DRUGS/01/2012)

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. (BMSICL)

5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE
CORPORATION LTD.
(A Govt. of Bihar Undertaking)
5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1

INVITES TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS

MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-2013

TENDER REFERENCE :	BMSICL/DRUG/01/2012-13, dt. 03.01.2012
Cost of the Tender Document :	Rs 5000/- (Five Thousand Only) (Rs.250 Extra for postal charges)
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	09.01.2012
PRE-BID MEETING WILL BE AT:	at 11.00 A.M. on 18.01.2012 at BMSICL conference hall
LAST DATE FOR SALE OF TENDER DOCUMENT :	30.01.2012 Up to 5.00 P.M.
LAST DATE AND TIME FOR RECEIPT OF TENDER :	07.02.2012 at 3.00 P.M
TIME AND DATE OF OPENING OF TENDER :	07.02.2012 at 4.00 P.M
PLACE OF SUBMISSION AND OPENING OF TENDER :	BMSICL conference hall

ADDRESS FOR COMMUNICATION:

MANAGING DIRECTOR,

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD.,
5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1,

Phone No.- (0612)2219634/35

TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS

MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-13

MANAGING DIRECTOR, BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. FOR & ON BEHALF OF DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR (GoB), (hereinafter referred as Tender Inviting Authority unless the context otherwise requires) invites TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-13.

GENERAL INSTRUCTIONS TO BIDDERS;

1. VALIDITY OF BIDS :

The bids shall be valid for a period of 90 days from the date of opening of Cover B (Price 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 valid own manufacturing license or direct importer holding valid import license. Distributors / Suppliers / Agents / Loan licensee are not eligible to participate in the Tenders.

(b) Average Annual turnover in the last three years i.e. 2008-09, 2009-10 and 2010-11 shall not be less than Rs. 10 Crores .

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

(d) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted either by Govt. of Bihar / Central Government/any state Govt. or by State Health Society, Bihar and whose blacklisting period is still valid .

3. GENERAL CONDITIONS.

(i) No preferential treatment to SSI units is permissible

(ii) 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 as indicated in the advertisement in the form of Demand draft drawn in favor **of "Managing Director , Bihar medical Services and Infrastructure Corporation Ltd."** in form of Fixed deposit or Demand Draft payable at Patna.

(iii) Tender document may be purchased from the office of BMSICL **at 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1** between 10.00 A.M. to 5.00 P.M. from **09.01.2012-30.01.2012** on all working days (Monday to Friday) either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay. Bidders may also download the bid document from the **www.statehealthsocietybihar.org**. The bidders,who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

(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 on 11.00 AM on 18.01.2012 **at 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1** 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 issued to the bidders and also would be posted on the website. Tenders will be opened in the presence of tenderers / authorized representatives who choose to attend the same at their own cost on the specified date and time, **at 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1** 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 Tenderer, modify the condition in Tender documents by an amendment. All the prospective tenderers who have received the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

(vii) Interested eligible tenderers may obtain further information in this regard 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 ANNEXURE VI in the form of Fixed Deposit receipt (pledged to Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd.) or Demand Draft drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd and payable at Patna. No exemption from payment of EMD is permitted (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 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 have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.

(d) Attested photocopy of the valid import license in Form 10 accompanied with Form 9 and Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs imported by the firms issued by the licensing authority shall be enclosed.

(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 the tender documents.

(f) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.

(g) Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years (Certificate should be enclosed with list of items). In the case of direct importer-evidence for importing the said items for the last 3 years.

(h) True copy of the record of manufacture / import to establish No. of years of market standing as in Annexure-IV, as applicable

(i) Non-conviction Certificate issued by the Drugs Controller of the State certifying that the drugs quoted (along with list of items) have not been cancelled during last three years.

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

(k) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in Annexure-V certified by the practicing Chartered Accountant.

(l) Income Tax return for last three years.

(m) An affidavit before the Magistrate/ Notary stating that "the company has not been blacklisted either by Govt. of Bihar / Central Government/any other state Govt. or by State Health Society Bihar. If yes then indicate blacklisting period.

(n) Copies of the Balance Sheet and Profit and Loss Account for the three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by the practicing Chartered Accountant.

(o) Sales Tax Clearance certificate, as on 31.03.2011 (as per form attached in Annexure-I).

(p) Undertaking (as in the proforma given in Annexure-II) for embossment of logo on strip of tablets, capsules, on vials, Ampoules, bottles, tubes etc. as the case may be, and for supply of tablets/capsules in strips as per conditions specified at Clause 14 herein, notarized by the Notary Public.

(q) Details of Manufacturing Unit in Annexure-IX. The details shall contain the name and address of the premises where the items quoted are actually manufactured.

(r) Documents, if any, to show that the manufacturing unit / importer has been recognized, by WHOUNICEF, ISO Certificate etc.,

(s) Details of technical personnel employed in the manufacture and testing of drugs (Employee Name, Qualification, and Experience) as endorsed in license.

(t) List of items quoted in duplicate (The name & Drug code of the Items quoted alone should be furnished and the rates of those items should not be indicated in this list), as shown in the Annexure-XI.

(u) The tender document should be signed by the tenderer in all pages with office seal.

(v) A Checklist (Annexure-XII) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure-XII and should be securely tied or bound.

4.2. The above documents should be sealed in a separate cover superscribed as "TECHNICAL BID -COVER "A" - TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-13 DUE ON **07.02.2012** AT 04.00 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), 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1**

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

1. Cover "B" contains 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 ineligible. 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 fill in the rate in the Annexure-XIII & XIV for item(s) quoted and also in the Compact Disc (CD) (sold with tender document) and such filled in Annexure-XII and Annexure-XIV along with the Compact Disc (CD) (Soft Copy) should be submitted.

(iv) In determining the lowest evaluated price, (the rate quoted per unit or landed price in Annexure-XIV) the evaluation shall include all central duties such as customs duty and central excise duty but exclusive of sales tax as detailed below:

a) In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty;

b) In evaluation of the price of articles which are subject to excise duty, the price has to be determined inclusive of such excise duty;

c) For evaluation, price exclusive of Sales Tax will be taken.

(v) The rate quoted in column 7 of Annexure-XIII should be for a unit and for the given specification. The tenderer is not permitted to change / alter specification or unit size given in the Annexure XIII & XIV.

(vi) The tenderer is required to furnish the break up details of landed price in Annexure-XIV.

(vii) The rate quoted in Annexure III and Annexure-XIV should be one and the same.

(viii) The details of rates and manufacturing capacity given in Annexure-XIII and XIV should also be entered clearly in the Compact Disc (CD) as per the instructions given along with the tender. In the event of any discrepancy between the entries in the CD and the original bidding document, the entries in the bidding document will prevail and the entries in the CD will be corrected accordingly at the time of price evaluation.

(ix) The bidder shall necessarily quote the excise duty or customs duty applicable and when the item is excisable or imported as the case may be.

(x) The bidder shall specifically mention " EXEMPTED " when the item is excisable but exempted for the time being, based on turn over or for any other grounds by the notification issued by the Government of India (Also refer clause 17(6)).

(xi) The bidder once quoted the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender.

(xii) The bidder who has quoted excise " NIL " in ANNEXURE-XIV and the item is excisable, at award of contract, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.

5. (2). The tenderers shall submit duly signed Annexure-XIII and Annexure-XIV and soft copy of Annexure-XIII and Annexure-XIV (Compact Disc (CD)) in a sealed cover Superscribed as "PRICE BID-COVER "B" -TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-13". The "Cover B" should also be addressed to **MANAGING DIRECTOR, BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD. (DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR), 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1**

5. (3). Two separately sealed covers {Technical bid (Cover "A") {Refer Clause No.4.2} and Price Bid (Cover "B")} { Refer clause 5.(2) } shall be placed in a cover which shall be sealed and Superscribed as "TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS MEDICAL INSTITUTIONS OF GOVT. OF BIHAR FOR THE YEAR 2012-2013 DUE ON 07.02.2012 AT 04.00 P.M. and addressed to MANAGING DIRECTOR, **BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LTD.** ,DEPARTMENT OF HEALTH, GOVERNMENT OF BIHAR, **5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-1** 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 holiday, the tenders may be submitted on the next working day up to 3.00 PM.

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 and inspection of manufacturing unit for compliance of GMP would be carried out by technical committee. 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 as per ANNEXURE VI. The Earnest Money Deposit shall be paid in the form of Fixed Deposit Receipt (pledged to Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd.) or Demand Draft, favoring Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd. 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 will not be accepted. Earnest Money Deposit will not earn interest.

8**. EARNEST MONEY DEPOSIT EXEMPTION**

(1) No exemption from payment of EMD is permitted except those who are registered with the Central Purchase Organisation/State Purchase Organisation, National Small Industries Corporation (NSIC) or the

concerned Department. The small scale units located in Bihar shall not be liable to deposit earnest money. 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, if it is found that the manufacturing unit of the tenderer does not comply with cGMP but furnished an affidavit as in Annexure-III.

9**. OTHER CONDITIONS**

1. 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;

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

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

4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of Sales Tax) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered. Tender for the supply of drugs, medicines, etc. with conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers.

5. Each bid must contain not only the unit rate but also the total of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

6. The price quoted by the tenderers shall not, in any case exceed the controlled 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 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.

7. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirements among the qualified tenderers.

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

9. 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.

10. The drug formulation like injection, oral drugs and tablets, rates should be quoted only for the composition stated in the tender. Blood products should be supplied only after getting HIV and Hepatitis-B screening certificate. A copy of these Certificates should be sent with every consignment and every invoice.

11. Supplies should be made directly by the bidder and not through any other agency.

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

10**. ACCEPTANCE OF TENDER**

1. 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 one of such criteria is that the rate per unit exclusive of tax (landed price) for determining the L1 rate (Lowest rate).

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

3. 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.

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

5. The rates of the successful tenderers would be valid for one year as Annual rate contract and extendable by 3 months by mutual consent.

11. **SECURITY DEPOSIT** The Successful tenderer shall be required to pay Security Deposit as detailed below:

Sl.No.	**Value of Contract**	**Bid security**
(a)	Total value of contract undertaken upto Rs.1 lakhs	Rs.5,000/
(b)	Total value of contract undertaken Exceeding Rs.1 lakhs and upto Rs.5 lakhs	Rs.25,000/
©	Total value of contract undertaken Exceeding Rs.5 lakhs and upto Rs.10 lakhs	Rs.50,000/
(d)	Total value of contract undertaken Exceeding Rs.10 lakhs and up to Rs.20 lakhs	Rs.1,00,000/

(e)	Total value of contract undertaken Exceeding Rs.20 lakhs and up to Rs.50 lakhs	Rs.2,00,000/
(f)	Total value of contract undertaken Exceeding Rs.50 lakhs and upto Rs.1.00 Crores	Rs.5,00,000/
(g)	Total Value of contract undertaken Exceeding Rs.1.00 Crores	Rs.5.00 Lakhs Plus @ 5% of the order value over and above Rs.1.00 Crores.

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority 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.

12. **AGREEMENT**

(a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 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**

1. Purchase orders along with the delivery destinations (normally district drug warehouse) will be placed on the successful tenderer at the discretion of the Ordering Authority.

2. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied medicines and Drugs (covered in Schedule-P of Drugs and Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under. The medicines and Drugs should be supplied within 30 days from date of manufacture. All drugs supplied should have at least a minimum of 3/4th of the shelf life of the drug supplied at the time of supply.

3. The tenderer must submit a Test Analysis report from a Government approved Laboratory for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs will be returned back to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The Drugs and medicines supplied by the successful tenderer shall be of the best quality and shall 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 manufacture of

that product. In case, the product received after 30 days from the date of manufacture and the product not consumed before its expiry date, the supplier should replace the expired quantity with fresh stock of long shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered, if payment for the above supply has been made already.

5. If the tenderer fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Ordering Authority / Tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default.

6. The order stands cancelled at the end of 60th day after levying penalty on the value of unexecuted order. Penalties shall also thereafter apply to the tenderer as specified at Clauses 19. Apart from risk / alternate purchase action, the tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders of Tender Inviting Authority / ordering authority.

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

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

9. 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.

10. 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 Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of “Customs” or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority.

14**. LOGOGRAMS**

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

1. Tenders for the supply for Drugs and medicines etc., shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram either printed or embossed on tablets and capsules, bottles etc., as per the design enclosed as per Annexure-II.

2. All tablets and capsules have to be supplied in standard packing of 10 x 10 in strip or blister packing with printed logogram and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.

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

4. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills payable as per condition in Clause 11 of contract. Tenderers who are not willing to agree to conditions above will be summarily rejected.

15. **PACKING**

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

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

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

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

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

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

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

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

16**. QUALITY TESTING**

1. Samples of supplies in each batch will be chosen at the point of supply or distribution / storage points for testing. (The samples would be sent to different laboratories for testing by the ordering authority after coding). Handling and testing charges will be deducted by ordering authority for the above purpose, as per provision.

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

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

cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 19.

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

5. The supplier shall furnish evidence of basis for expiration dating and other stability data concerning the commercial final package will be supplied by the Supplier upon request by the Purchaser.

17. **PAYMENT PROVISIONS**

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

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

3. On receipt of the analytical report regarding quality the payment would be made in 30days and responsibility would rest with respective Ordering Authority. The payment will be made within 45 to 60 days of the receipt of drugs (minimum 70% of ordered quantity) and pass in the quality tests.

4. All bills/ Invoices should be raised in triplicate and in the case of excisable Drugs and Medicines; the bills should be drawn as per Central Excise Rules in the name of the ordering authority as may be designated.

5. Payments for supply will be considered only after supply of 70% of items of Drugs ordered in the Purchase Order PROVIDED reports of Standard Quality on samples testing received from Government Analyst or Approved Laboratories of ordering authority.

6. 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.

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

(b) In case of 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 is chargeable on goods manufactured.

18**. DEDUCTION IN PAYMENTS**:

1. In all supplies, 2% of the contract value shall be deducted towards handling & testing charges.

2. If the supply reaches the designated places between 5 PM of the 45th day and 5 PM of 60th day from the date of purchase order, a liquidated damages will be levied at 0.5% per day for delayed supply between 46th day and 60th day up to a maximum of 10%, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.

3. If there is any unexecuted orders after 5 PM of 60th day from the date of purchase order, the order shall stand cancelled automatically after levying penalty @ 20% on the value of unexecuted order and such penalty is recoverable from any amount payable to the supplier.

4. 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 to that the destination place. Further the Performance Security (SD) would be forfeited with a notice to the supplier.

5. All the tenderers are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions a separate damages will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.15.10.

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

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

2. If the samples do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD DRUGS if the supplier does not take back the goods within the stipulated time. Ordering authority will arrange to destroy the NOT OF STANDARD drugs within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such destruction.

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

4. For supply of drugs of NOT OF STANDARD QUALITY the Controller of Drugs will be informed for initiating necessary action on the supplier and that product shall be blacklisted and no further supplies accepted from

him till he is legally discharged. The supplier shall also not be eligible to participate in tenders of ordering authority for supply of such Drugs for a period of five subsequent years.

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

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

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

8. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority, and the supplier shall be liable for all losses sustained by the ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

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

10.
(a) In the event of making ALTERNATIVE PURCAHSE, as specified in Clause 13.6, Clause 15.10 and in Clause 16.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the ordering authority in making such purchases from any other sources or in the open market or from any other tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.

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

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

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

21**. 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.

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

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

TABLE OF ANNEXURES

Item No. **Topic** **Page No.**

ANNEXURE-I

Ref. Clause No. 4(1) (m)

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.

2008- 2009

2009- 2010

2010- 2011

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.)**

2008-2009					
2009-2010					
2010-2011					

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)

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-II

Ref. Clause No. 4(1) (n) & 14.1

UNDERTAKING

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

Signature of the bidder

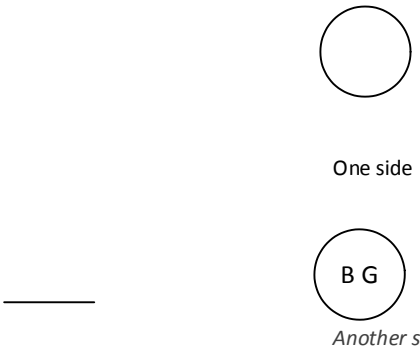
Name in capital letters with Designation & official seal

Attested by Notary Public.

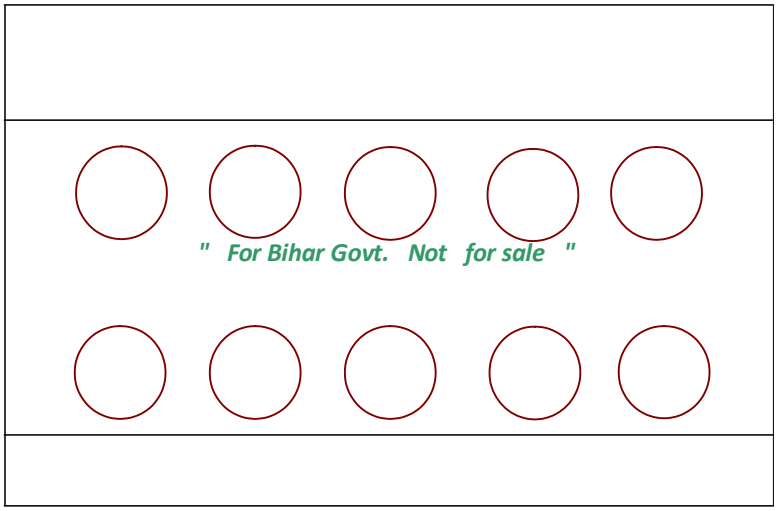
ENCLOSEURE-I TO ANNEXURE-II – REFER CLAUSE NO. 14

DESIGN FOR LOGOGRAM

TABLET/INJECTION/SURGICAL/SUTURE



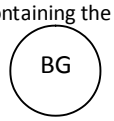
DESIGN FOR STRIP ALONG WITH THE MATTER TO BE PRINTED *-Description of the Tablet as per pharmacopoeia*



INJECTIONS

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

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



ENCLOSURE-II TO ANNEXURE-II

Refer Clause no. 14

SPECIMEN LABEL FOR OUTER CARTON

BIHAR GOVT. SUPPLY

NOT FOR SALE

~~~~~~~~~~~~~~~~~~~~~~~~

L.S.C.S.KIT

~~~~~~~~~~~~~~~~~~~~~~~~

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

Net Weight: ..... Kg.

Name of the supplier

ANNEXURE-III

Ref. Clause No. 4(1) (j)

DECLARATION

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

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

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

Signature:

Seal

Name & Address :

To be attested by the Notary**.**

Enclosure to Annexure – III

Refer Clause 4(1) (j)

Declaration for Compliance of cGMP

01. Name and Address of the Firm :

02. Name of Proprietor / Partner / Director :

03. Name and Designation of Person Present :

04. GMP Certificate as per Revised Schedule "M"

05. Details of Licenses Held With Validity :

06. Number of Workers Employed :female : male :

07. Whether Workers Provided with Uniform : Yes / No

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

09. Hygienic Condition: Satisfactory / Not Satisfactory (I)

Surrounding : Satisfactory / Not Satisfactory (II)

Production Areas : Satisfactory / Not Satisfactory

(III) Other Areas : Satisfactory / Not Satisfactory

10. Provision for Disposal of Waste : Yes / No

11. Heating System : Yes / No

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

13. Water Supply

(A) Source :

(B) Storage Condition : Satisfactory / Not Satisfactory

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

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

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

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

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

16. Raw Material Storage Area

(I) Quarantine : Provided / Not Provided

(II) Passed Materials : Provided / Not Provided

(III) Rejected Materials : Provided / Not Provided

17. Finished Product Storage Area

(I) Quarantine : Provided / Not Provided

(II) Released Material : Provided / Not Provided

18. Details of Technical Staff

Name	Qualification	Experience

For Manufacturing:

For Testing:

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

Chemical Method : Yes / No

Instrumental : Yes / No

(Type of Instrument provided as indicated in Annexure)

Biological : Yes / No

Micro Biological : Yes / No

Animal Testing : Yes / No

20. Remarks

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

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

If Yes, Details Like

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

Production Capacity (Section Wise)

PRODUCTION CAPACITY:

Tablet Section

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

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

Capsule Section

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

Parenteral Section

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

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	Production Capacity allotted for BMSICL (5)
Filtration unit				
Ampoule filling machine (with No of head)				
Vial filling Machine (with No of head)				

Vial sealing machine				
Powder filling machine				
Autoclave for terminal Sterilization				
Ampoule labeling machine				
Vials labeling machine				

Large Volume Parenteral Section

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

Ointment / Cream

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

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

Liquid Section

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

External Preparation

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

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

Reports Of Product Quoted/

(If Not, Nil Statement)

(E) Any Prosecution After : Yes / No

Submission of Tender Documents.

(If Not, Nil Statement)

(F) Chances Of Cross Contamination at Raw Materials/In Process/ Yes / No

Finished Product Stages And Steps/ Facilities :

(G) Validation of Equipments done : Yes / No

(H) Cleaning Schedule

(I) For Premises :

(II) For Equipments :

(I) Adverse Reaction, If Any and :

Reported

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

(J) Complaints Received If Any :

and Steps taken.

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

Instruments Provided in the Quality Control Lab

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

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

Signature and Seal of Proprietor / Partner / Director

To be attested by the Notary.

ANNEXURE-IV

Ref. Clause No. 4 (1) (h)

PROFORMA FOR PERFORMANCE STATEMENT

(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					

Signature and seal of the Bidder

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.	2008-09	
2.	2009-10	
3.	2010-11	
	Total -	Rs. _____Lakhs.

Average annual turnover :

Signature of Auditor/ Chartered Accountant

(Name in Capital)

Seal

Date

ANNEXURE-VI

Ref Clause No. 9.2

(a) List of Essential (i) Drugs (ii) Surgical & Suture items

(b) List of Drugs with Estimated Consumption Quantity (in Nos.)

Sl. No	Name of the Item /drug & Specification	Estimated Consumption Quantity (in Nos.)	EMD

(c) List of Drugs with Estimated Consumption Value (in Rs)

Sl. No	Name of the Item /drug & Specification	Estimated Consumption Value (in RS.)	EMD

(d) List of Surgical & Suture Items with Estimated Tender Quantity (in Nos.)

Sl. No	Name of the Item /drug & Specification	Estimated tender Quantity (in Nos.)	EMD

(e) List of Surgical & Suture Items with Estimated Consumption Value (in Rs.)

Sl. No	Name of the Item /drug & Specification	Estimated Consumption Value (in RS.)	EMD

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

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

ANNEXURE-VII

Ref. Clause No.9.2 and 15.1

PACKING SPECIFICATIONS

I. SCHEDULE FOR PACKAGING OF LSCS KIT GENERAL SPECIFICATIONS

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

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

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

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

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

STITCHING:

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

FLAP:

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

TAPE:

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

CARRY STRAP:

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

LABEL:

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

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

OTHERS:

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

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

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

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

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

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

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

(3) Ply : 7 Ply.

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

IV. SPECIFICATION FOR IV FLUIDS

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

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

(3) Ply : 5 or 7

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

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

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

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

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

(4) Ply : 7 ply

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

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

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

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

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

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

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

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

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

(3) Bursting strength for CB boxes for

a. Vials : Note less than 13 Kg/Cm2

b. Amp : Note less than 9 Kg/Cm2

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

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

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

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

VIII. SPECIFICATIONS FOR "ORS"

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

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

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

(4) Ply : 5

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

IX. LYSOL

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

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

(3) Ply : 7 Ply

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

ANNEXURE-VIII Ref.

Clause No. 12(a)

AGREEMENT

This Deed of Agreement is made on this _____day of_____2012 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 Drugs and Medicines with specifications mentioned in the Schedule attached here to at the prices noted there in and in the manner and under the terms and conditions 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 Drugs and Medicines to various medical institutions of GOB for the year 2012-2013, the instructions to tenderers, the conditions of tender, acceptance of tender, particulars hereinafter defined and those general and special conditions that may be added from time to time.

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

(b) This Agreement shall be deemed to have come into force with effect from the _____and it shall remain in force for a period of up to ……. 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 Drugs and Medicines on the basis of the Purchase Orders placed on him from time to time by the Ordering Authorities of the purchaser specifying the quantities required to be supplied at the specific location in the state of Bihar.

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

03. (a) The Drugs and Medicines supplied by the supplier at district store shall have shelf life as given below:

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

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

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

(b) In respect of any case, where a sample of the product to be supplied by the Supplier has been examined and approved by the Purchaser,

the supplies must be equal in all respects to the sample approved by the Purchaser.

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

PACKAGING SPECIFICATIONS:

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

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

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

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

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

PLACE AND TIME OF SUPPLY:

06. (a) The supplier should supply at least 20% of the ordered quantity at the specified locations as per the schedule within 30 days from the date of purchase order and at least 70% of the ordered quantity at specified locations within 45th day from the date of purchase order, otherwise ordering authority will have the right to place orders not exceeding 30% of the ordered quantity from 31st day up to 45th day from the date of purchase order and up to 50% of the order quantity after 45th day from the of purchase order respectively, on any other matched /
unmatched supplier at the discretion of ordering authority. The risk and differential cost will be passed on to the original supplier.

(b) If supplies are not fully completed in 45 days from the date of the Purchase Order, the provision of clause 18.2 and 18.3 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 drugs at the Warehouse specified in the Purchase Order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transport charges will be recovered form the supplier.

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

QUALITY TESTING:

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

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

consequence of the termination which may be recovered personally from the tender or from his properties, as per rules.

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

(d) (i) During the contract period if two batches of the particular item supplied by the firm fails in ASSAY content then the

product of that particular firm will be blacklisted.

(ii) 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 that 50% of the items are blacklisted based on the above process, then the Firm will be blacklisted.

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

REJECTION OF STOCK WHICH FAILS IN QUALITY TESTING:

08. The supplies will be deemed to be completed only upon receipt of reports of quality testing of the samples from the testing laboratories. If the samples do not conform to statutory standards, the entire supplies will be rejected and the Supplier asked to take back the stocks at his cost from all the Stores of the Purchaser and / or other supply points within 30 days of receipt of intimation to that effect. Purchaser has the right to destroy such substandard goods if the supplier does not take back the goods within the stipulated time. Purchaser shall arrange to destroy the goods within 90 days after the expiry of stipulated period and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the goods rejected till such destruction. The Supplier shall also be liable for action under Criminal Law and the appropriate authorities will be informed for initiating necessary action. The Supplier shall be blacklisted for the product and no further supplies accepted from him. The Supplier shall also be declared to be ineligible to participate in any Tender floated by the Purchaser for a period of next 5 years for the product in question. The Purchaser at his discretion may also terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by the Purchaser in consequence of such termination, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered personally from the Supplier or from his properties as per the provisions of Law. In case of such termination of Contract, the Supplier shall be blacklisted for all supplies to the Purchaser for a period of 5 years.

INSPECTION OF THE SUPPLIER'S FACTORY:

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

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

10. In the event of

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

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

(iii) The stocks supplied being found to be not as per specifications stipulated in the Schedule attached hereto or in the Tender, in respect of either the products themselves or their packaging. The purchaser will be free to make alternative purchases of the Drugs and Medicines in

question from any other source or in the open market or from any other Tenderer who might have quoted higher rates at the risk and cost of the Supplier, in addition to levying other penalties specified in "Conditions of Tender" and forfeiting the Security Deposit made by the Supplier. The excess expenditure over and above the contracted prices incurred by the Purchaser in making such purchases from any other source or in the open market or from any other Tenderer who has quoted higher rates, and other losses, if any, sustained in the process by the Purchaser shall be recovered from the Security Deposit of the Supplier or from any money due or becoming due to him and in the event of such amounts being insufficient, the balance will be recovered personally from the Supplier as per law.

ACCEPTANCE OF DELAYED SUPPLIES AND LEVY OF LIQUIDATED DAMAGES THEREFOR

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

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

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

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

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 Managing Director, Bihar Medical Services & Infrastructure Corporation Limited, Govt. of Bihar. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

SUBMISSION OF BILLS FOR SUPPLIES MADE

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

PROCEDURE FOR PAYMENT

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

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

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 Managing Director, Bihar Medical Services & Infrastructure Corporation Limited acting for and on behalf of the ordering authority and Govt. of Bihar, the Purchaser, have set their hands the day, month and year first above written.

SCHEDULE OF AGREEMENT

(Selected L1 items)

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

Matched L1 Item

S.N	Drug Code	Name of drug	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) (o)

DETAILS OF MANUFACTURING /IMPORTING UNIT

Name of the Tenderer & Full Address :

Name of the Tenderer & Full Address :

PAN Number :

Phone Nos. :

Fax No. :

E-Mail address :

Date of Inception :

Drug Manufacturing Licence No. & Date :

Issued by :

Valid up to :

CST/VAT Registration No. :

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

Tablets :

Capsules

General :

Beta-Lactum :

Injections

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder :

Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics /

Disinfectants :

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

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

ANNEXURE - X

Ref. Clause No. 21

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

1. **BLACKLISTING FOR QUALITY FAILURE.**

A. Problem of Potency

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

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

B. Spurious / Adulterated /Misbranded Drugs

If any sample of any batch is found to be spurious or adulterated the manufacturer will be blacklisted for five years and legal action will be initiated against the firm. If it is misbranded the firm shall 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(r)

List of Items quoted

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

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

Authorised signatory :

Seal

Date :

CHECK LIST ANNEXURE - XII

Ref. Clause. 4.1(t)

COVER - A.

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

1.	EMD in the from 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	Yes /No
9.	True copy of record of manufacture to establish 3 years market standing.	Yes /No
10.	Non Conviction Certificate issued by the Drugs Controller	Yes /No
11.	Good Manufacturing Practices Certificate (WHO GMP/cGMP)	Yes /No
12.	Annual Turnover Statement for 3 Years (Annexure-V)	Yes /No
13.	Copies of balance sheet & profit loss account for three years	Yes /No
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.	Proforma for Performance Statement (Annexure-IV)	Yes /No
18.	Details of Manufacturing/Importing Unit in Annexure-IX	Yes /No
19.	WHO, UNICEF, ISO certificates if any	Yes /No
20.	Details of Technical personnel employed in the manufacture and testing	Yes /No
21.	List of items quoted without rates. (Annexure-XII)	Yes /No
22.	The Tender document signed by the tenderer in all pages with office seal.	Yes /No

ANNEXURE – XIII

Ref-clause. 5

SUGGESTED SAMPLE PROFORMA OF PRICE SCHEDULE FOR THE

SUPPLY OF DRUGS & MEDICINES

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

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

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

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

Annexure-XIV

Ref. Clause No. 5

Break up of Landed price per unit

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

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

"Included" shall not be substituted for the same.

Place : Signature :

Name in Capital Letters :

Designation :

Seal:

Date:

ANNEXURE -XV

Ref. Clause No. 5

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 ……..2009.

Signature and Seal of Guarantors

……

……

……

Date …….. 2008

Full Address of the Bank: ……

……

……

ANNEXURE-XVI

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.