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**CORRIGENDUM-VI**
**Tender for rate contract and supply of Rabies Vaccine for different healthcare facilities of State of Bihar for the year 2020-22**
**Notice Inviting Tender Ref No.: - BMSIC/DRUGS/20-01**
**Dated:17-06-2020**

(Only through E- Tender on website: -[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))

Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) has invited E-Bids from the interested parties for “**Tender for rate contract and supply of Rabies Vaccine for different healthcare facilities of State of Bihar**”, vide Notice Inviting Tender No.-BMSIC/DRUGS/20-01. Detailed tender document containing eligibility criteria, selection mechanism, other terms and conditions are available on the website **[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)**.

After considering the suggestions /queries received from the prospective bidders during and after Pre-Bid meeting the clarifications/amendments with regard to the tender document have been made as per Annexure-I of this Corrigendum-VI. All other technical specifications, terms and conditions shall remain unchanged.

In order to give sufficient time and to ensure wider participation of the bidders the Tender Schedule is being revised as follows:

**Revised Tender Schedule**

Tender Reference No.	<b>BMSIC/DRUGS/20-01</b>
Date and time for downloading of bid document	<b>Upto 6<sup>th</sup> July 2020 till 1500 Hrs.</b>
Last date and time of submission of online bids	<b>Upto 7<sup>th</sup> July 2020 by 18:00 Hrs.</b>
Last date and time for submission of original bid documents with EMD and Tender Fees	<b>Upto 9<sup>th</sup> July 2020 till 14:00 Hrs.</b>
Date, Time and Place of opening of Technical Bid	<b>Upto 9<sup>th</sup> July 2020 (at 15:00 Hrs.) on the website of <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> in the office of BMSICL</b>
Date and time of opening of Financial Bids	<b>To be announced later on <a href="http://www.bmsicl.gov.in">www.bmsicl.gov.in</a> and <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a></b>
Validity of Tender	<b>180 Days</b>
Cost of the tender document	<b>Rs. 10,000/- (Ten Thousand only) Non-refundable.</b>
Bid Processing Fee	<b>Rs 1180/- (One thousand one hundred eighty only) Non-refundable.</b>

**Sd/-  
GM (Procurement)  
BMSICL**

ANNEXURE- I				
BMSIC/DRUGS/20-01, Clarification in the light of queries/suggestions received from various firms during and after Pre-Bid Meeting held on 20.03.2020				
S.N.	Name of the Firm	Bidders Queries	Present Clause	Clarification/ Amendment
1	M/s Cadila Healthcare Ltd.	<p>Requested for making the following changes, as the proposed specification is in line with WHO recommendations and that of several other procurement agencies in the country.</p> <p><b><u>Requested to amend specification as follows:-</u></b></p> <p><b>Rabies Vaccine, Human IP (Purified Chick embryo cell)</b>            Strength: 2.5 IU            Pack Size: <b>1ml Vial</b>            Dosage Form: Injection (Intramuscular/ Intradermal)</p>	<p><b>Tendered Product List ( as mentioned in ANNEXURE-I of the Standard Bid Document)</b>  <b><u>NIT Sl. No. 1</u></b>            Rabies Vaccine, Human IP (Cell Culture) (Lyophilized)            Strength: 2.5 IU            Dosage Form: Injection (Intramuscular/Intradermal)            Pack Size: 1ml Vial  <b><u>NIT Sl. No. 2</u></b>            Rabies Vaccine, Human IP (Cell Culture) (Lyophilized)            Strength: 2.5 IU            Dosage Form: Injection (Intramuscular/Intradermal)            Pack Size: 0.5 ml Vial</p>	No Change
2	M/s Chiron Behring	<p>Requested to amend the product specification of Rabies Vaccine Human as mentioned below:            Rabies Vaccine, Human IP (Purified Chick embryo cell)            Strength: 2.5 IU            Pack Size: 1ml Vial            Dosage Form: Injection (Intramuscular/ Intradermal)</p>	<p><b>Tendered Product List ( as mentioned in ANNEXURE-I of the Standard Bid Document)</b>  <b><u>NIT Sl. No. 1</u></b>            Rabies Vaccine, Human IP (Cell Culture) (Lyophilized)            Strength: 2.5 IU            Dosage Form: Injection (Intramuscular/Intradermal)            Pack Size: 1ml Vial  <b><u>NIT Sl. No. 2</u></b>            Rabies Vaccine, Human IP (Cell Culture) (Lyophilized)            Strength: 2.5 IU            Dosage Form: Injection (Intramuscular/Intradermal)            Pack Size: 0.5 ml Vial</p>	No Change

3	M/s Indian Immunologicals Ltd.	<p>Requested for necessary amendments in the following tender clauses:-<b>Clause 5 (f) and the tendered quantity as mentioned in Annexure I1)</b></p> <p>The procurement quantity of Rabies Vaccine 1.0 ml vial - 2,00,000 Rabies Vaccine 0.5 ml vial - 24,00,000 mentioned in Annexure I should be firm or sacrosanct, without any deviation or tolerance. Once the agreed quantities are delivered, the tender validity should cease to exist. We as manufacturer and supplier of vaccines, dedicate our capacity to the extent of Annexure I in the tender. We decline to accept any additional requirement over and above the tender quantity. We wish to bring to your attention that IIL being a responsible manufacturer commits quantities to other State and production and label specs are planned accordingly. This cannot be changed with ad hoc quantities emanating from unplanned POs. Hence, Contract should conclude when the tender quantity as agreed is supplied. Request to amend the Clause 5 (f)- The details of the floated products are shown in Annexure-I. The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased by the BMSICL, at its discretion, depending on the actual need.</p>	<p><b>Clause 5 (f) of the Standard Bid Document:</b> The details of the floated products are shown in <b>Annexure-I. The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased by the BMSICL, at its discretion, depending on the actual need.</b></p> <p><b>Tendered quantity as mentioned in Annexure INIT Sl. No. 1</b> Rabies Vaccine, Human IP (Cell Culture) (Lyophilized) Strength: 2.5 IU, Dosage Form: Injection (Intramuscular/ Intradermal), Pack Size - 1ml Vial : - <b>2,00,000</b></p> <p><b>INIT Sl. No. 2</b> Rabies Vaccine, Human IP (Cell Culture) (Lyophilized) Strength: 2.5 IU, Dosage Form: Injection (Intramuscular/ Intradermal), Pack Size: 0.5 ml Vial : - <b>24,00,000</b></p>	No Change
	M/s Indian Immunologicals Ltd.	<p><b>2) Clause 5 (n) Validity of Rate Contract:</b> - The period of the rate contract should be for one year. Quantities may be amended accordingly.</p>	<p><b>Clause 5 (n) of the Standard Bid Document:</b> Validity of Rate Contract: - The rate contract will be applicable for 2(two) years from the date of signing of the rate contract (Agreement). The validity of contract may be extended with mutual consent for some specified period to the maximum of 1(one) year by BMSICL, if necessary.</p>	No Change

		<p><b>3) Clause 17 (c) (i) Signing of the contract:-</b> Draft of the agreement is not available. Conditions beyond the tender should not be a part of the agreement. Agreement should be within the boundary of the Tender terms and conditions.</p>	<p><b>Clause 17 c) (i) of the Standard Bid Document:</b> The successful bidder, upon receipt of the Letter of intent, shall communicate the acceptance of the same to the BMSICL and shall furnish the required security deposit, documents, asked if any, along with the agreement in the prescribed format as forwarded along with LoI on a Non-Judicial stamp paper of value of Rs.1000/- (stamp duty to be paid by the bidder).</p>	No Change
		<p><b>4) Clause 5 (f) of the Standard Bid Document:</b> This clause reinforces that the tender quantity has to be sacrosanct and cannot be increased or decreased for planning point of view.</p>	<p><b>Clause 5 (f) of the Standard Bid Document:</b> The details of the floated products are shown in Annexure-I. The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased by the BMSICL, at its discretion, depending on the actual need.</p>	No Change
	<b>M/s Indian Immunologicals Ltd.</b>	<p><b>5) Clause 21 of the Standard Bid Document</b> We request to revise and modify the delivery period to 90 (Ninety) days from the date of purchase order. Liquidated damages may be applicable on balance non-supplied quantity beyond 90 days. This is because batch release after testing and approval from Central Drugs Laboratory, Kasauli takes nearly 45 to 60 days. Besides, we need time for transporting the stocks.</p>	<p><b>Clause 21 (Point 2) of the Standard Bid Document Schedule of purchase order and Supply of vaccine and cold chain products :</b> The schedule of supply of vaccine and cold chain products will be as follows. 1) 100 % of the supply has to be made within 70 days from the date of issuance purchase order. 2) After 70 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 90 days with applicable late delivery charge. 3) On the 90th day from the date of issue of PO at 1700 Hrs. the PO stands</p>	<p>The request for increasing the delivery schedule was considered as genuine one in view of the time taken by Central Drugs Laboratory, Kasauli for lot release and hence it has been decided to increase in delivery schedule by thirty (30) days as per provisions contained in the footnote of clause 21 of Standard Bid Document (SBD).</p> <p>After 100 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20</p>

		<p>cancelled.<b>NOTE-</b> The supply conditions may be increased or decreased keeping in mind to favour General patients of state may be decided by the Managing Director, BMSICL from time to time.</p>	<p>days) i.e., the firm has to complete the Unexecuted Supply within 120 days with applicable late delivery charge.</p> <p>On the 120th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled.</p>
	<p><b>6) Clause 21 of the Standard Bid Document</b> The penalty applicable over the unexecuted supply should be 0.5% per week.</p>	<p><b>Clause 21(Point 2) of the Standard Bid Document Schedule of purchase order and Supply of vaccine and cold chain products :</b> The schedule of supply of vaccine and cold chain products will be as follows. 1) 100 % of the supply has to be made within 70 days from the date of issuance purchase order. 2) After 70 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 90 days with applicable late delivery charge. 3) On the 90th day from the date of issue of PO at 1700 Hrs. the PO stands cancelled.</p>	<p>The request for increasing the delivery schedule was considered as genuine one in view of the time taken by Central Drugs Laboratory, Kasauli for lot release and hence it has been decided to increase in delivery schedule by thirty (30) days as per provisions contained in the footnote of clause 21 of Standard Bid Document (SBD).</p> <p>After 100 days, penalty will be @ 0.5% of value of unexecuted supply order per day subject to a maximum of 10% penalty (20 days) i.e., the firm has to complete the Unexecuted Supply within 120 days with applicable late delivery charge.</p> <p>On the 120th day from the date of issue</p>

				of PO at 1700 Hrs. the PO stands cancelled.
		<p><b>7) Clause 22 (a) of the Standard Bid Document</b> Alternatively, "Govt. supply - Not for Sale label may also be accepted</p>	<p><b>Clause 22 (a) of the Standard Bid Document.</b> Logogram and “BIHAR GOVERNMENT SUPPLY – NOT FOR SALE” shall appear in primary, secondary and tertiary packing of all products which will be bolder than those already printed on the label.</p>	No Change
	<b>M/s Indian Immunologicals Ltd.</b>	<p><b>8) Clause 25 (b) of the Standard Bid Document</b> Clubbing payment with supplies will amount to with - holding of payment. We object to this clause. Since vaccine manufacture is capital intensive, we request to release the invoice wise payment.</p>	<p><b>Clause 25 (b) of the Standard Bid Document:</b> Payments for supply will be considered only after supply of 75% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL accredited laboratory/Central Drug Laboratory is furnished along with the invoice in respect of each batch supplied along with the COA received from the empanelled laboratories of BMSICL. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire</p>	No Change

			consignment would be liable to be rejected.	
		<p>9) <b>Clause 25 (e) of the Standard Bid Document.</b>  Fall clause if applicable, should be within the State of Bihar.  <b>Please note that prices are function of volume, schedule, packing, logistics cost/distances, multiple delivery/ single delivery points, payment schedule etc. Hence, Request to amend the Clause 25 (e).</b></p>	<p><b>Clause 25 (e) of the Standard Bid Document.</b>  If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to supply at the reduced rate will be deemed as withdrawal from the tender and contract and shall be dealt accordingly. If supplies are made at higher rates after the rate of reduction, payments will be eligible at the reduced rates only.</p>	No Change

**Sd/-**  
**GM (Procurement)**  
**BMSICL**