

**GOVERNMENT OF INDIA**  
**BHABHA ATOMIC RESEARCH CENTRE**  
**MEDICAL DIVISION**

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**E - TENDER DOCUMENT**

**Empanelment of Drug Testing Laboratories at BARC Hospital**

**Tender Document No.: BARC/MD/HA/11(2)/2017/2937 Dated : 12/2/2018**

For any kind of information please contact :

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## Empanelment Of Drug Testing Laboratories At BARC Hospital.

2018

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/ GOVERNMENT OF INDIA  
 / BHABHA ATOMIC RESEARCH CENTRE  
**MEDICAL DIVISION**  
**HOSPITAL ADMINISTRATION**

NIT No.: BARC/MD/HA/11(2)/2017/2937

February 12, 2018

### NOTICE INVITING e-TENDER (Limited Tender)

BARC Hospital is a 390 bedded multi-specialty Hospital. Online Tenders are invited in two parts (i.e. Technical Bid & Financial Bid) from experienced 'Drug Testing Laboratories' located within Mumbai Metropolitan Region under **Limited e-Tender System** for and on behalf of the President of India by Head, Medical Division, BARC Hospital, Anushaktinagar, Mumbai 94 for **"Empanelment of Drug Testing Laboratories for Analysis of Drugs and Medicines at BARC Hospital"**.

1.	Scope of work	As per Annexure-A
2.	Location of work	BARC Hospital, Anushakti Nagar, Mumbai-400 094
3.	Tenure of Work	Two (2) years extendable by one more year.
4.	Estimated Cost of Work	<b>Rs.7,20,000/- + Taxes as applicable.</b>
5.	Earnest Money Deposit @ 2 % of Estimated Cost of Work	<b>Rs.14,400/-</b> (Rupees Fourteen Thousand Four Hundred Only) to be submitted in the form of Banker's Cheque / Demand Draft / FDR in favour of 'Accounts Officer, BARC'.
6.	Tender Processing Fee	<b>Rs.590/-</b> (Rupees Five Hundred Ninety only-Non-returnable) through electronic mode in favour of M/s. ITI Limited, New Delhi.
7.	Security Deposit	2.5% of tendered (work order) value.
8.	Performance Guarantee	5% of tendered (work order) value.
9.	Dates of availability of Tender Documents for download	From 12/2/2018 (10.00 am) to 22/2/2018 (5.00 pm) on website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . Detailed NIT is also available on website <a href="http://www.barc.gov.in">www.barc.gov.in</a> for view only.
10.	Pre-Bid Clarifications	The contractors are requested to send their Pre-bid queries by email not later than 22/2/2018. The Pre-Bid clarifications will be uploaded in Tender-Wizard website by 27/2/2018.
11.	Last date / time of closing of online submission of bids	5/3/2018 upto 5.00 pm
12.	Last Date and Time for submission of Original Instruments (i.e. Receipt of e-Payment towards Tender Processing Fee, EMD, etc.)	7/3/2018 upto 2.30 pm at APO, Hospital Administration Office, F-541, 4 <sup>th</sup> Floor, BARC Hospital, Anushaktinagar, Mumbai-400094 in a sealed superscribed envelope mentioning 'Title of work and NIT No.'. Original documents should be submitted preferably in person.
13.	Date and Time of Online Opening of Technical Bid	7/3/2018 @ 3.30 pm in the Office of AO-III, BARC Hospital, First Floor, Anushaktinagar, Mumbai - 94.
14.	Date of opening of Price Bid	Will be notified at a later date.

**CLAUSES OF THE CONTRACT****1. ELIGIBILITY CRITERIA :**

- 1.1 The Drug Testing Laboratory should have a valid approval on Form 37 / licence for carrying out test on drugs under Drug and Cosmetics Act 1940 and the Rules made there under.
- 1.2 The Drug Testing Laboratory should have a valid accreditation (ISO/IEC-17025;2005) with National Accreditation Board for Testing and Calibration Laboratories (NABL) with proper scope of accreditation to undertake testing of Drugs or have Schedule L1 certificate from State Licensing Authority for analysis.
- 1.3 The Drug Testing Laboratory should be compliant to Good Laboratory Practice (GLP) under the provisions of Drug and Cosmetics Act 1940 and the Rules 1945 and should hold schedule 1 certificate.
- 1.4 The Drug Testing Laboratory should be government approved and registered and should have valid current approval from FDA India for carrying out drug analysis.
- 1.5 The Drug Testing Laboratory should have a minimum standing of 3 years in the test and analysis of Drugs.
- 1.6 The Drug Testing Laboratory meeting all other criteria and have undertaken test and analysis of drugs of similar nature for at least two government institutions or corporation in last 2 years will be preferred.
- 1.7 Tenders are not allowed from analytical laboratories found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations.
- 1.8 The laboratory and its responsible persons should not have been convicted under the provisions of applicable laws (D & C Act 1940 and Rules 1945) with regard to the activities and conduct of the laboratory.
- 1.9 Drug Testing laboratory should have all necessary instruments/equipments and required mandatory facilities for testing/analysis of Drugs and Medicines as per statutory requirement.
- 1.10 The tenderer must have its own testing facility & valid license. The laboratory will not be permitted to outsource any test from other Drug Testing laboratory. Distributors/ suppliers/ agents/authorized dealers are not eligible to participate in the tender.
- 1.11 The competent Authority or his authorized representative(s) will have the right to inspect the laboratories of the tenderers who have submitted tenders, before taking any decision regarding empanelment or any point of time during the continuance of the tender and terminate / cancel its empanelment or any orders issued to the laboratory, not to entrust any further testing job to the laboratory based on facts brought out during such inspections.

**2. COLLECTION OF SAMPLE – DRUG/MEDICINE :**

- 2.1 The Drug Testing Laboratory has to arrange the collection of samples and provide the required containers. It should meet the conditions of storage during transportation of sample after collection from Basement Stores of BARC Hospital. Collection of sample should be done on any working day with prior appointment with the pharmacist. The quantity of medicine to be sampled shall be informed to the nominated Pharmacist after placing request for analysis before collection.
- 2.2 For purpose of analysis only the Generic name/Active Ingredient, manufacturing date, expiry date and pharmacopoeia standard would be provided. The manufacturer's details and batch number will be internally coded and will not be made known to the lab carrying out the drug analysis. To facilitate this, the wrappers or containers may be changed and label shall be removed.

- 2.3 Maximum 10 drugs/medicines shall be provided for test and analysis in a month.

### 3. COMPLETE ANALYSIS & REPORTING CONDITIONS

- 3.1 All the tests mentioned in IP/BP/USP/Drugs & Cosmetics Act. Etc., as per label claim (as the case may be) will be intimated to the lab and should be carried out for each and every sample. Test reports not mentioning complete details as per IP, BP, and USP etc will be considered as "Incomplete test report".
- 3.2 The Drug Testing Laboratory should furnish the test reports addressed to Convener Pharmacopoeia at BARC Hospital, on a good quality A4 size paper within 10 days from the receipt of the sample in case of Tablets, Capsules, Pessaries, Ointments, Powder and Liquid Oral Preparations and 21 days for IV fluids and injections in vial/ampoules and dry powder for injection (all sterile dosage forms), surgical drugs. A scanned copy of the report should be simultaneously sent by an e-mail at snehalun@barc.gov.in.
- 3.3 Test report should have Sr. No., Description of tests, Specifications and Results obtained including protocol of test applied. Spectra/Chromatograph/Dissolution profile, or other data sheets, wherever applicable, should be attached with the test report. In all reports where there is some value assigned to result, the report should mention the actual value and permissible limits.
- 3.4 "Complies" or "Passes" or "Within Limit" in result column of the test report will also be treated as incomplete test report, if the result has some value the actual value found on analysis is to be reported.
- 3.5 Every test report must have some specific remarks as 'Standard Quality', or 'Not of Standard Quality.' Any ambiguity will not be accepted.
- 3.6 In case of failure of sample the result should be communicated immediately to the Convener Pharmacopoeia through Fax/e mail and the report should be sent with protocol.
- 3.7 No payment will be made for the incomplete analysis or incomplete report.
- 3.8 If in any circumstances (like breakdown of instrument or non-availability of reference standard and impurities etc.) the Drug Testing Laboratory is unable to test sample of Medicines, the same should be reported through e mail or fax to convener Pharmacopoeia BARC within 7 days and return the collected sample immediately.
- 3.9 Records like Raw data of calculations, chromatographs, spectra etc should be preserved by the laboratory for the period of one year from the date of issue of test report for audit, if required.
- 3.10 In case of dispute, in the report of empanelled laboratory, the report of Government analyst will be final.
- 3.11 Not of standard quality reported drug : Preserve all the records like raw data of calculations, chromatographs, spectra etc till the prosecution in the cost is finished and order from GA to release the drug.

### 4. PERIOD OF CONTRACT

- 4.1 This Contract will be valid for a period of Two (2) years. It may be extended for further period of one (1) year, subject to satisfactory performance on same rates, terms and condition' of Contract after obtaining due consent of the Contractor.
- 4.2 The Contract may be further extended by such a period till an alternate arrangement is made on same rates, terms and conditions of the Contract under mutual consent of both the parties.

### 5. EARNEST MONEY DEPOSIT (2%)

- 5.1 The bidder has to submit EMD @ 2% of estimated value of the Contract as mentioned in the chart of NIT (Page 1) in the form of **Demand Draft / Banker's Cheque** issued by a Scheduled Bank, drawn in favour of "**Accounts Officer, BARC**".
  - 5.2 The bidder should submit EMD as mentioned above in separate envelope duly super scribed as "**Earnest Money Deposit**". The bidder may indicate the name of the firm at back side of Demand Draft / Banker's Cheque submitted as EMD.
  - 5.3 Any bids received without the requisite EMD are liable to be summarily rejected.
  - 5.4 The EMD shall valid for a period of 90 days and shall not earn any interest.
  - 5.5 The Bid Security of the successful bidder will be **converted** in to Security Deposit.
  - 5.6 EMD in respect of unsuccessful bidders will be returned after Bid Evaluation and with the approval of Competent Authority.
6. **SECURITY DEPOSIT (2.5%)**
- 6.1 Security Deposit @ 2.5% of the tendered value will be collected by deduction @ 2.5% of the monthly bills of the Contractors and the 'Earnest Money' deposited at the time of Tender submission will be treated as a part of the Security Deposit.
  - 6.2 The Security Deposit will be returned after 90 days of the expiry of the Contract Agreement.
7. **PERFORMANCE SECURITY (5%)**
- 7.1 The tenderer, whose tender is accepted will be required to furnish Performance Security of 5% of the tendered amount upfront prior to award of the work order.
  - 7.2 The Performance Security shall be submitted in the form of Demand Draft, Bankers Cheque, Pay Order drawn in favour of 'Account Officer, BARC' or in the form of Bank Guarantee issued by a Scheduled Bank as Performance Security.
  - 7.3 The Performance Security shall be for a period of 30 months.
  - 7.4 Performance Security will be discharged after completion of Contractor's performance obligations under the Contract or after one month of completion of the Contract, whichever is later.
8. **SUBMISSION OF TENDER**
- 8.1 Bidders are advised to study the Tender Document carefully.
  - 8.2 Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
9. **ONE BID PER BIDDER**
- 9.1 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium.
  - 9.2 If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submit more than one bid, the bids are liable to be rejected.
10. **BID PRICES**
- 10.1 Bid Price shall be quoted exclusive of applicable taxes, duties, levies, statutory deductions, etc. which are to be borne by the Principal Employer i.e. BARC.
  - 10.2 However, at the time claiming, taxes, duties, levies etc. as applicable, should be specifically indicated in the bills.

- 10.3 The bidder shall fill in rates for all items of work as mentioned in Financial Bid Form.
- 10.4 All duties, taxes and other levies payable by the Contractor under the Contract or for any other cause shall be excluded in the rates and shown separately in Bid Form.
- 10.5 The rates and prices quoted by the bidder shall be fixed for the whole duration of the service Contract and shall not be subject to adjustment on any account.

#### **11. VALIDITY OF TENDER**

- 11.1 The tender for the work shall remain open for acceptance for a period of **180 days** from the last date of submission of tenders.
- 11.2 A bid submitted for a bid validity of shorter period may be rejected as non responsive.
- 11.3 If any tenderer withdraws his tender before the said period or issue of Letter of Intent, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department; the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely.
- 11.4 Further the tenderer shall not be allowed to participate in the tender/retender process of the work. In exceptional circumstances, prior to expiry of the original time limit, BARC may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing.
- 11.5 The bid security provided shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his offer.

#### **12. CONDITION FOR TENDER SUBMISSION**

- 12.1 The tenderer shall give a list of both Gazetted and Non-Gazetted employees in DAE, who are related to him. The Contractor shall not be permitted to tender for works in the Department (responsible for award and execution of Contracts) in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of grades Scientific Officer "C" and above.
- 12.2 He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Gazetted Officer in the Department of Atomic Energy. Any breach of this condition by the Contractor would render him liable to be barred from tendering in this Department.
- 12.3 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as Contractor for a period of one year after his retirement from Government Service, without the previous permission of the Government of India in writing.
- 12.4 This Contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Contractor's service.

#### **13. AMENDMENT OF TENDER DOCUMENT**

- 13.1 At any time prior to the last date for receipt of bids, BARC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.
- 13.2 The amendment, if any will be notified / published on e-tendering portal i.e. [www.tenderwizard.com/dae](http://www.tenderwizard.com/dae).

- 13.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 14. TENDER DOCUMENTS & SIGNING OF CONTRACT**
- 14.1 The Notice Inviting Tender (NIT) shall form a part of the Contract document.
- 14.2 The tenderer is required to sign NIT, all the documents including all conditions, specifications and drawings, if any, forms, the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 15. ACCEPTANCE AND REJECTION OF BID**
- 15.1 The Competent Authority, on behalf of President of India, does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason.
- 15.2 All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by tenderer, shall be summarily rejected.
- 15.3 The Competent Authority, on behalf of the President of India, reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 16. BID OPENING (2 PARTS)**
- 16.1 On the due date and the appointed time BARC Hospital shall first open all the **Technical Bids** online.
- 16.2 In the event of the specified date for bid opening being declared holiday, the Bid will be opened at the appointed time and location on the next working day.
- 16.3 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there.
- 16.4 If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly.
- 16.5 Upon evaluation of technical bid as per the criterion described under Clause 1 i.e. Eligibility Criteria in this tender document; the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
- 16.6 All financial bids which are to be opened after technical evaluation shall be opened at later date about which all concerned bidders shall be notified in advance.
- 16.7 All valid Financial Bids shall be opened online on the notified date and time after evaluation of Technical Bids by the Departmental Technical Evaluation Committee.
- 16.8 The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals and such other details as BARC Hospital may consider appropriate, will be announced by BARC Hospital authorities at the opening.
- 17. CLARIFICATION OF BID**
- 17.1 When deemed necessary, the Head, Medical Division may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.
- 17.2 If BARC is of the view that any rate quoted on any part therefore, is too low for the bidder to be able to reasonably meet required standards of service; the BARC may ask the bidder



to justify how the services will be provided at the quoted price while maintaining required standards of service and meeting all the statutory compliances.

#### 18. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 18.1 Prior to detailed evaluation of Bids, the BARCH will determine whether each Bid :
- meets the eligibility criteria & complete in all respect.
  - has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter-alia include a provision to bind the Bidder to settlement of disputes clause.
  - is accompanied by the required Bid security and
  - is responsive to the requirements of the Bidding documents.
- 18.2 A responsive Bid is one confirms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one :
- Which affects in any substantial way the scope, quality or performance of the Works
  - Which limits in any substantial way, BARCH's rights or the Bidder's obligations under the Contract or
  - Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
  - The technical bids will be scrutinized on the basis of basic eligibility criteria.
- 18.3 If a Bid is not substantially responsive, it will be rejected by BARCH, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

#### 19. ACTION IN CASE OF UNREALISTIC RATES :

In the case of any tender where unit rate of any item(s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

#### 20. STANDARDS OF PERFORMANCE

The Service Provider shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, the Service Provider shall always act, in respect of any matter relating to this Contract, faithfully, and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

#### 21. AWARD CRITERIA

- 21.1 **Technical Bid Evaluation :** A duly constituted **Technical Evaluation Committee** will shortlist Technical Bids on the basis of the prescribed technical parameters as indicated under **Clause 1** i.e. Eligibility Criteria and other parameters mentioned in the tender document. The names of only technically short listed vendors will be informed whose bids will qualify for opening the Financial Bids.
- 21.2 **Financial Bid Evaluation :** A duly constituted Tender Evaluation Committee will evaluate the bids on the basis of criteria set out at **Clause 1** i.e. Eligibility Criteria. The work will be awarded to such bidder whose bid is found to be responsive and who possess requisite experience

and has offered **overall lowest rates** in the financial bid form. In case if it is found that the rates offered are ambiguous / arbitrary; the same are liable to be rejected.

- 21.3 Other Bidders whose bids are ranked below the lowest bid may be empanelled at the discretion of BARCH. Purpose of such **empanelment** is that, in case of failure of the lowest bidder to provide services as per the terms and conditions of the Contract, then looking to the nature of the job, his Contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

## 22. ESCALATION OF COST

The price quoted by the Contractor shall remain fixed during the tenure of the Contract.

## 23. TERMS OF PAYMENT

- 23.1 Bills shall be prepared (in triplicate) item wise indicating services rendered by the Contractor on monthly basis.
- 23.2 The firm shall submit invoice duly signed and stamped indicating Work Order No., Name of Work, PAN No., GST No. etc.
- 23.3 The payment will be made through ECS after submitting ECS details with every bill in prescribed format after the end of every month based on the verification of work & agreement on the basis of per square meter / per dispensary and based on the documentary proof jointly signed by the representative of the Department and the Contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.
- 23.4 The Contractor shall prepare item wise report on daily basis in separate sheet & submit along with monthly bill.
- 23.5 The Department will deduct Income Tax at source under Income Tax Act from the Contractor at the prevailing rates of such sum as income tax on the income comprised therein.
- 23.6 The contractor shall not be eligible to claim any interest on account of delay in receiving any payment.
- 23.7 If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Contractor or alleged to have been done by the Contractor under the Contract, it shall be recovered by the Department from the Contractor.
- 23.8 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

## 24. TERMINATION OF CONTRACT

- 24.1 The Contract may be terminated by BARCH or the Contractor by giving Notice of **90 days** in writing.
- 24.2 The BARCH or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract.
- 24.3 Fundamental breaches of Contract include, but shall not be limited to the following :
- (a) The Contractor stops work for **1 day** when no stoppage of work is shown on program and the stoppage has not been authorized by the BARCH.
  - (b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction, restructure or amalgamation.

- (c) BARCH gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by BARCH.
  - (d) The Contractor does not maintain a security which is required.
  - (e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be imposed for delay / stop the execution of services which affects the services or reputation of the Centre.
  - (f) If the Contractor, in the judgment of BARCH has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- 24.4 When the Contractor gives notice of a breach of Contract to BARCH or his nominee for a cause other than those listed under Sub Clause above, BARCH or his nominee shall decide whether the breach is fundamental or not.
- 24.5 The failure to deploy adequate services personnel resulting in sub standard work will be considered as breach of the terms and conditions under the agreement.
- 24.6 In the event of termination by BARCH, the Security Deposit (performance security and retention money) of the Contractor shall be forfeited and balance period of services Contract shall be undertaken at the risk and cost of the agency, till the new Contract will be executed.
- 24.7 In case of non-compliance or breach of any terms of Contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the Contract without giving any notice of payment in lieu of notice.
- 24.8 In case of receipt of any adverse character & antecedent remarks/notification against the Contractor/Company/Firm/Proprietor and/or his Contract personnel, consequent to the security vetting BARC reserves absolute right to terminate the Contract forthwith without assigning reason/show cause notice.
- 24.9 Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by BARC. BARC also reserves the right to forfeit in part/full Performance Security and/or Security Deposit in possession of the Government for failure on the part of the Contractor to abide/adhere to the Security Instruction issued by DAE/BARC from time to time.

## 25. SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS

- 25.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 25.2 In case, the information / document furnished by the Contractor forming basis of evaluation of his bid is found to be false / forged after the award of the Contract, BARC shall have full right to terminate the Contract and get the remaining job executed at the risk & cost of such Contractor without any prejudice to other rights available to BARC under the Contract such as forfeiture of Security Deposit, withholding of payment etc.
- 25.3 In case this issue of submission of false document comes to the notice after execution of work, BARC shall have full right to forfeit any amount due to the Contractor along with forfeiture of Security Deposit furnished by the Contractor. Further, such Contractor / bidder shall be blacklisted for future business with BARC.

## 26. CONFIDENTIALITY

- 26.1 The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services,

- Contract, Client's business or operations without the prior written **consent** of the Client.
- 26.2 The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the **logo** of the Client except and to the extent authorized by client. The Service Provider and their personnel shall not **misuse** or disclose any confidential information, which they come to know during the currency of this Contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.
- 26.3 No party shall disclose any information to any third party concerning the matters under this Contract generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-Contractors, adviser or the employees engaged by a party with equal force.
- 26.4 "Restricted information" categories under Section 19 of the Atomic Energy Act, 1962 and "Official Secrets" under Section 5 of the Official Secrets Act, 1923 : Any contravention of the above-mentioned provision by any Contractor, sub-Contractor, consultant, adviser or the employees of a Contractor will invite penal consequences under the aforesaid legislation.
- 26.5 Prohibition against use of BARC'S name without permission for publicity purposes : The Contractor or sub-Contractor, consultant, adviser or the employees engaged by the Contractor shall not use BARC's name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of BARC.
- 26.6 The Contractor shall ensure that its personnel shall not at any time, without the consent of the Hospital/Department in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Hospital/Department and shall not disclose to any information about the affairs of Hospital/Department. This clause does not apply to the information, which becomes public knowledge.

## 27. **ARBITRATION**

- 27.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The Director, BARC and the award/decision given by him shall be final and binding on both the parties.
- 27.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996. Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before BARC or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the BARC or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.
- 27.3 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of BARC or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the Contract. Arbitration proceedings shall be held at BARC, Mumbai.
- 27.4 All arbitration awards shall be in writing and shall state the reasons for the award. Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by BARC shall not be withheld, unless they are subject matter of the arbitration proceedings.

28. **JURISDICTION**

In case of any dispute arising on the above Contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

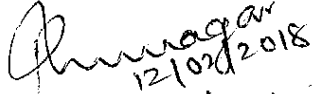
29. **CANVASSING**

Either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

30. **COMPLETION**

After completion of the Service Contract, the Contractor will serve a note to BARC or his nominee for refund of Security Deposit and Performance Bank Guarantee.

Yours Faithfully,

  
12/02/2018  
Hospital Administrator  
Administrative Officer-III, Medical Division,  
For on behalf of President of India

### SCOPE OF WORK

BARC Hospital proposes to empanel two or more drug testing laboratories for analysis of drugs and medicines for a period of two years for testing of approx. 200 drugs as per following details :

1. The following tests and analysis of drugs are required to be carried out :

1.	Test for Tablet/Capsule	<ol style="list-style-type: none"> <li>1) Identification of Drug</li> <li>2) D.T.-Disintegration time – Time taken to dissolve complete tablet.</li> <li>3) DRT – Dissolution Rate Test – Time taken to release the drug. By U.V. – Ultraviolet Spectrometer. By HPCL – High pressure liquid chromatograph</li> <li>4) Assay – Purity test/contents</li> <li>5) IR ATR – Attenuated Total Reflection for fast results</li> </ol> <p>This is a sampling technique used in conjunction with infrared spectroscopy which enables samples to be examined directly in the solid or liquid state.</p>
2.	Test for Liquid Syrup	<ol style="list-style-type: none"> <li>1) Assay – Purity test/contents</li> <li>2) PH</li> <li>3) MLT – Microbial Limit Test TBC- Total Bacterial Count Yeast and Mold – For fungus Pathogens – E Coli / Salmonella/Pseudomonas</li> <li>4) Identification Test</li> </ol>
3.	Test for Solid doses forms	<ol style="list-style-type: none"> <li>1) Assay</li> <li>2) Sterility test</li> <li>3) Identification test</li> </ol>
4.	Test for Ointment/Cream	<ol style="list-style-type: none"> <li>1) Assay</li> <li>2) PH</li> <li>3) MLT – Microbial Limit Test TBC – Total Bacterial Count Yeast and Mold – For Fungus Pathogens – E Coli / Salmonella / Pseudomonas</li> <li>4) Identification Test</li> </ol>
5.	Test for Injection	<ol style="list-style-type: none"> <li>1) Identification Test</li> <li>2) Assay</li> <li>3) PH</li> <li>4) Sterility test</li> <li>5) BET – Bacterial Endotoxin Test</li> <li>6) Toxicity Test – This test conducted to determine the degree to which a substance can damage a living or non-living organisms.</li> <li>7) Particulate Matter- two procedures, Method 1 (Light Obscuration Particle Count Test) and Method 2 (Microscopic Particle Count Test)</li> </ol>

2. All the tests mentioned in IP/BP/USP/Drugs & Cosmetics Act. Etc., as per label claim (as the case may be) will be intimated to the lab and should be carried out for each and every sample. Test reports not mentioning complete details as per IP, BP, and USP etc will be considered as "Incomplete test report"
3. The Drug Testing Laboratory should furnish the test reports addressed to Convener Pharmacopoeia at BARC Hospital, in the attached format on a good quality A4 size paper within 10 days from the receipt of the sample in case of Tablets, Capsules, Pessaries, Ointments, Powder and Liquid Oral Preparations, and 21 days for IV fluids and injections in vial/ampoules and dry powder for injection (all sterile dosage forms) , surgical drugs. A scanned copy of the report should be simultaneously sent by an e-mail at : snehalun@barc.gov.in.
4. Test report should have Sr. No., Description of tests, Specifications and Results obtained including protocol of test applied. Spectra/Chromatograph/Dissolution profile, or other data sheets, wherever applicable, should be attached with the test report. In all reports where there is some value assigned to result, the report should mention the actual value and permissible limits.
5. "Complies" or "Passes" or "Within Limit" in result column of the test report will also be treated as incomplete test report, if the result has some value the actual value found on analysis is to be reported.
6. **Every test report must have some specific remarks as 'Standard Quality', or 'Not of Standard Quality.' Any ambiguity will not be accepted.**
7. In case of failure of sample the result should be communicated immediately to the Convener Pharmacopoeia through fax/e-mail and the report should be sent with protocol.
8. No payment will be made for the incomplete analysis or incomplete report
9. If in any circumstances (like breakdown of instrument or non-availability of reference standard and impurities etc.) the Drug Testing Laboratory is unable to test sample of Medicines, the same should be reported through e-mail or fax to convener Pharmacopoeia BARC within 7 days.
10. Records like Raw data of calculations, chromatographs, spectra etc should be preserved by the laboratory for the period of one year from the date of issue of test report for audit, if required.
11. In case of dispute, in the report of empanelled laboratory, the report of Government analyst will be final.

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