

BIDDING DOCUMENTS

**For Procurement, Rate Contract, Supply & Installation of Medical Equipment
for different Government Health Institutions of Bihar.**



Bid Reference: BMSIC/2022-23/ME-302

**Bihar Medical Services And Infrastructure Corporation Limited
2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health
Society, Patna- 800014, Bihar**

Bihar Medical Services And Infrastructure Corporation Limited
2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health
Society, Patna- 800014, Bihar

Toll Free No.-18005726571

e-mail: <https://eproc2.bihar.gov.in>

INVITATION FOR E-BIDS
FOR

PROCUREMENT OF MEDICAL EQUIPMENT

[Modify as appropriate to indicate general description of items under procurement]

Tender Reference No.	BMSICL/2022-23/ME-302
Date and time for downloading of bid document	Upto 18 th January 2023 till 17:00 Hrs.
Date of Pre- Bid Meeting	04 th January 2023 at 15:00 Hrs in Conference hall of BMSICL, 3 rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Bihar
Last date and time of submission of online bids	19 th January 2023 up to 17:00 Hrs.
Last date and time for submission of original documents of EMD, Document Fee and technical bid.	20 th January 2023 till 14:00 Hrs.
Date, Time and Place of opening of Technical Bid	20 th January 2023 (at 15:00 Hrs.) on the website of https://eproc2.bihar.gov.in in the office of BMSICL
Date and time of opening of financial Bids	To be announced later on https://eproc2.bihar.gov.in
Validity of Tender	180 Days
Cost of the tender document	Rs.11,800 /- (Eleven Thousand Eight Hundred only) Non- refundable.

1. To participate in E-Tendering the tenderer will have to be registered with E-Tendering service provider. For this, help desk – mjunction services limited RJ complex, 2nd Floor, Canara Bank, Campus, khajpura, Ashiana road, P.S –Shastri Nagar, Patna-800014, Toll Free No.- 18005726571, Email-ID: eproc2support@bihar.gov.in can be approached.
2. The cost of tender document is acceptable as only **Online mode (On Eproc-2)** and it is non-refundable.
3. The required amount of Earnest Money is acceptable in the form of Bank Guarantee issued by nationalized and schedule bank in favour of **Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna** and payable at Patna (**Only Offline mode**) . The Earnest Money deposited in any other form shall not be acceptable.
4. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.
5. The fee of bid processing is to be deposited by the tenderer through net banking i.e. RTGS/NEFT/Debit Card. The tenderer must ensure the payment before schedule time otherwise the corporation will not be responsible for any delay.
6. It is essential to deposit the documents of payment of online mode of Tender fee, EMD (**Offline mode**), Technical Bid of quoted item in sealed envelope at Bihar Medical Services Infrastructure Corporation Limited, Patna by **20th January 2023 at 14.00 Hrs.**
7. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.
8. Any queries and questions regarding the tender should be addressed to MD BMSICL (either through letter or through e-mail:- md-bmsicl-bih@nic.in and/or bmsicl.equipment@gmail.com or contact no. 0612-2219634/35) up to 7 days before of closing of online bid registration.
9. All communication, addendum/corrigendum related to this tender will be issued on the website of <http://eproc2bihar.gov.in>
10. Managing Director, BMSICL reserves the right to reject any or all the applications without assigning any reason.

**Managing Director
BMSICL**

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INVITATION FOR BIDS (IFB)
For Procurement, Rate Contract, supply & Installation of Medical Equipment for different Government Hospital of Bihar.

Managing Director,
Bihar Medical Services And Infrastructure Corporation Limited
2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society,
Patna- 800014, Bihar

Bid Reference No.: BMSIC/2022-23/ME-302

Date: December 2022

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) on behalf of Governor of Bihar, invites e-bids from manufacturers or their authorized dealer / distributor / sole selling agent (having authorization in the format (Form-6) given in the bidding document) for Supply, testing, Demonstration, Installation and Commissioning of Medical Equipment and related services as listed below:-

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule (in days)	Earnest Money Deposit (EMD) in Indian Rupees
1	Ice Lined Refrigerator (ILR)	209	As per GCC Clause -8	600000

Note:- The quantity of equipment mention above may vary during the rate contract period depending on requisition from different health institutions of the state Govt. of Bihar

- The qualification criteria, Detailed Technical Specifications, Scope of Work, Cost of Tender Document, Earnest Money Deposit and other conditions can be seen in the tender document downloaded from the website of <https://eproc2.bihar.gov.in>.
- The bids must be uploaded (e-mode/ online) at the address given in page 2 on or before **17:00 hrs. of 19th January 2023**. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Bids submitted after **17:00 hrs. 19th January 2023** shall be rejected.
- The Pre-bid meeting shall be organized at the purchaser's office on **04th January 2023 at 15.00 hrs.** In the Pre-bid meeting, the prospective bidders may clarify any issues related to the terms, conditions and technical specifications given in the bidding documents.
- Technical bids will be opened (in e- mode) in the presence of bidder's representatives who choose to attend bid opening at Bihar Medical Services & Infrastructure Corporation Ltd., , 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna-800014, Bihar on **20th January 2023 at 15.00 Hrs.** on the website of <https://eproc2.bihar.gov.in>.
- The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.
- In the event, the dates specified for the bid receipt and opening are declared as holidays for purchaser's office, the due date for submission of bids and opening of bids shall be the immediate following working day at the appointed time.

Managing Director
BMSICL, Patna

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INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1 SCOPE OF BID

Bihar Medical Services and Infrastructure Corporation Limited [name of purchaser] on behalf of Government of Bihar (hereinafter referred to as 'Purchaser'), invites bids for Rate contract, supply/testing/installation /commissioning of item /goods as specified in the Schedule of Requirements.

2 FRAUD AND CORRUPTION

- 2.1 It is required that the Purchasers as well as Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of Contracts. In pursuance of this policy, the Purchaser:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) "**fraudulent practice**" means a misrepresentation of facts and / or concealment of fact in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) will declare a firm ineligible and debar the firm, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. In such cases, appropriate legal action as per court of law shall be initiated for which the concerned bidder shall be solely responsible.

- 2.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 19.4 and 22.1.d. of the General Conditions of Contract

3 ELIGIBLE BIDDERS

- 3.1 The eligible bidder should be registered with appropriate authorities in India to manufacture / supply the tendered item, against Technical Specifications given in the bid document and should have successfully executed orders of similar nature in past. In case of imported goods, the Indian agent / bidder should be duly authorized by the manufacturer of Goods in the format given in the bidding document.
- 3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1 (b) and GCC Sub-Clause 19.4 shall be ineligible to bid for a contract during the period of time determined by the Purchaser.
- 3.3 Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4 ONE BID PER BIDDER

A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

5 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 ALTERNATIVE TENDER

Alternative Tenders are not permitted. Only one tenderer is permitted to quote for the same manufacturer for any specific model of the quoted product.

B. THE BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bidding Documents. The Bidding Document include, the following :

Section I	Instructions to Bidders (ITB)
Section II	General Conditions of Contract (GCC)
Section III	Special Conditions of Contract (SCC)
Section IV	Schedule of Requirements (SOR)
Section V	Technical Specifications
Section VI	Sample Forms

- 7.2 The “The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 7.1 above, said Bidding Documents will take precedence.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

8 CLARIFICATION OF BID DOCUMENTS

- 8.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX/e-mail at the Purchaser's mailing address indicated in the invitation of bid not later than 10 days prior to the opening of the tenders. All clarification/addendum/corrigendum shall be notified to all concerned by publishing it on the official website of the BMSICL (www.bmsicl.gov.in) and/or <https://https://eproc2.bihar.gov.in/> prior to the opening of the tenders.

- 8.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- 8.3 It is the responsibility of bidder to check the website for amendment/corrigendum/notice. BMSICL shall not be responsible for failure of the bidders to take note of such clarification/ notice/ amendment

9 PRE-BID MEETING

- 9.1 The bidder or his representative is invited to attend a pre-bid meeting, which will take place in the office of BMSICL Patna on **04th January 2023 at 15:00 hrs.**
- 9.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.3 The bidder may submit any question in writing or by FAX/ e-mail to reach the purchaser will before the time to be considered the pre-bid meeting.
- 9.4 Any modification of the bidding document listed in **ITB Clause 7.1** which may become necessary as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum pursuant to **ITB Clause 10** and not through the minutes of the pre-bid meeting & the same will be uploaded at <https://eproc2.bihar.gov.in> & or www.bmsicl.gov.in .
- 9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10 AMENDMENT OF BIDDING DOCUMENTS

- 10.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or pursuant to **ITB Clause 9**, modify bid documents by amendments.
- 10.2 The amendments shall be notified by uploading the same at <https://eproc2.bihar.gov.in> and/or website of BMSICL i.e. www.bmsicl.gov.in.
- 10.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

11 LANGUAGE OF BID

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. However, the purchaser as well as bidder may correspond in Hindi language also.

12 DOCUMENTS CONSTITUTING THE BID

The bid prepared by the bidder shall comprise the following components:

- 12.1 A Bid Form and a Price Schedule completed in accordance with ITB Clauses 13 and 14;
- 12.2 Documentary evidence established in accordance with ITB Clause 15 and 16 that the Bidder is eligible and qualified to perform the contract if its bid is accepted;
- 12.3 Documentary evidence established in accordance with ITB Clause 17 that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents.
- 12.4 Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 18.
- 12.5 Tender Document fee in the form of Demand Draft in favour of Managing Director, Bihar Medical services and Infrastructure Corporation Ltd. Payable at Patna.

13 BID FORM

The bidder shall complete the Bid Form and appropriate Price Schedule, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VI.

14 BID PRICES

- 14.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e., GST, packing, forwarding, freight, and other applicable taxes and insurance etc. Price should be as per the price schedule given in Section VI. All payments will be made in Indian currency only.
- 14.2 Break-up of the prices indicated in the Price Schedule shall be entered in the following manner:
 - (i) The Unit price should be inclusive of , Excise duty, Sales Tax, Freight, octroi/entry tax Forwarding, Packing, Insurance and any other Levies/Charges etc.
 - (ii) The supplier shall quote as per price schedule given in section VI for all the items given in schedule of requirement.
- 14.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 14.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of material/goods offered.
- 14.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.
- 14.6 The price approved by the Purchaser for procurement will be FOR destination which will be inclusive of all Taxes, Levies, packing, forwarding, freight and insurance as mentioned in Para 14.1 above.

15 DOCUMENTS REQUIRED TO BE SUBMITTED

- 15.1 The bidder shall furnish, as part of the bid documents, the documents as called for in the Check List (Annexure – 13).
- 15.2 The offered product may be required to be type approved / demonstrated at the Purchaser's office as a part of technical evaluation of bids. For this purpose, the supplier shall submit a sample for type evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case, it is not possible to get / accord type approval, the bidder has to make necessary arrangements for inspection at the place where the equipment /item is installed and functioning or at the manufacturer's premises.

Or

In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

16 DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION

- 16.1 Pursuant to **ITB Clause 12**, the bidder shall furnish, as part of its bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted.

The documentary evidence of the Bidder's qualifications to perform the Contract shall establish to the Purchaser's satisfaction that:

- a) If bidder is a manufacturer he should have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' at least Three (03) number in quantity in the last 3 years and should be in satisfactory operation for 6 months as on date of bid publication. The performance certificate regarding the same has to be submitted as per proforma mentioned in Sec VI.
- b) Bids of bidders quoting as authorized representative of a manufacturer, can also be considered provided:
 - (i). The manufacturer furnishes authorization in the prescribed format given at Section VI, assuring full guarantee and warranty obligations as per GCC Clause 14 for the equipment offered; and
 - (ii). The bidder, as authorized agent or manufacturer (either directly or indirectly) has supplied/ installed/ commissioned and provided after sales services satisfactorily at least Three (03) numbers in quantity in the last 3 years which must be in satisfactory operation for at least 6 months.
 - For the purpose of ASCERTAINING as on date of bid publication satisfactory operation/functioning of the equipment, Preventive Maintenance report for the same by the end user may be considered as performance certificate.
 - The date of issuing of performance certificate should not be older than 6 months from the date of publication of the tender regarding the same has to be submitted for the item similar to the type specified in schedule of requirement. Performance Certificate should be same for Make & Model as it is offered/quoted.

- c) The bidder should furnish the information on past supplies and satisfactory performance for both 16.2 (a) or (b) above as the case may be, in the proforma given under Section VI, Form No.6 and provide self-attested copies of Purchase Orders for the Equipment for which performance certificate in form no 6 is being provided.
- d) Bidders shall invariably furnish documentary evidence in support of the satisfactory operation of the equipment in the form of performance certificates issued by those end users whose purchase orders are referred in the performance statement as submitted in Annexure- VI by the bidders “
- e) The bidder should furnish profit and loss statement, balance sheets and auditor’s report for any three of the last four consecutive financial years, etc. in support of its financial standing of Average annual turnover of 50% of the estimated equipment value or minimum 1 Crore whichever is higher

17 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

- 17.1 Pursuant to **ITB Clause 12**, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 17.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
 - (a) A detailed description of the essential technical and performance characteristics of the goods;
 - (b) An item-by-item commentary on the Purchaser's Technical Specifications, demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 17.3 For purposes of the commentary to be furnished pursuant to **ITB Clause 17.2 (b) above**, the Bidder shall note that standards for workmanship, material, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

18 EARNEST MONEY DEPOSIT (EMD)

- 18.1 Pursuant to **ITB Clause 12**, the bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) for an amount of mentioned in Section IV – Schedule of Requirements in the form of Demand Draft/Bank Guarantee.
- 18.2** The Earnest Money Deposit (EMD) is required to protect the purchaser against the risk of bidder’s conduct, which would warrant the forfeiture of Earnest Money Deposit (EMD) pursuant to **ITB Clause 18.7**.
- 18.3 The Earnest Money Deposit (EMD) shall be in the form of Bank Draft/Bank Guarantee issued by a Nationalised /Scheduled Bank in the favour of Purchaser here it is Managing Director, BMSICL Patna.

- (i) The bank guarantee of adequate amount covering the requirement of EMD should be valid for a period of 30 days beyond the validity of Bid.
- (ii) Bank Draft/BG issued to cover the requirement of EMD that should be issued from Nationalized Bank/ Scheduled Bank
- (iii) The BG/Bank Draft should be submitted in the technical bids in a separate cover. The cover should be subscribed as “EMD for tender no. **BMSIC/2022-23/ME-302**”
- (iv) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed above, the commercial, technical offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED.

Note :- Bank Guarantee to be provided in the format provided in Annexure- 4

- 18.4 A bid not secured in accordance with **para 18.1, and 18.3** shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 18.5 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but after finalization of tender. No interest will be paid against EMD and or performance security deposited by the bidders and no presentation will be allowed in this case.
- 18.6 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.
- 18.7 The Earnest Money Deposit (EMD) may be forfeited :
 - (a) If the bidder withdraws his bid during the period of bid validity as specified in this bidding document
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with **ITB Clause 29** or
 - (ii) To furnish performance security in accordance with GCC Clause 5.

19 PERIOD OF VALIDITY OF BIDS

- 19.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to **ITB Clause 25.1**. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 19.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The Earnest Money Deposit (EMD) provided under **ITB Clause 18** shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

20 PREPARATION OF BID

- 20.1 The Bid shall be submitted online and in physical form in parts / covers as mentioned below:-

- (i) Tender Fee (Online only) & EMD (offline).
- (ii) Tender Processing Fee (Only Online)
- (iii) Technical Bid (Both Online & Physical)
- (iv) Price Bid (Only Online).

Bidders are requested not to submit the hard copy of Financial Bid, along with the physical documentary evidence of submission of Tender Fee, EMD of tender, Technical bid, and sample of quoted item. In case the hard copy of financial bid is submitted the tender shall be straightway rejected.

Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

The entire Document which will become part of the tender (Online, Physical) should be either typed or written in indelible ink and the same shall be signed (& with official seal) by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract.

The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered.

A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

20.2 In case Bidder is claiming for exemption from payment of Earnest Money, in accordance with SCC clause, then documentary evidence must be submitted in both Physical and in Online Mode.

20.3 (a) Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.

Note: - It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

D. SUBMISSION OF TENDERS

21 Method of Bids submission

21.1 (a) The tender shall be submitted in online and in physical form as mentioned in **ITB clause 20**.

(b) Technical bid should contain the clause-by-clause compliance statement for the quoted goods vis-à-vis the technical specifications in the tender enquiry in addition to other required document as mentioned in TE Document.

(c) Technical bid should contain the brochure, catalogue of offered/ quoted items which should reasonably explain in detail about the quoted items & it should also confirm the clause –by-clause compliance of technical specification as asked in TE Document and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

(d) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

(e) If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

Failure in complying above mentioned **clause 21.1**, may lead to rejection of tender.

Bidders are requested not to submit the hard copy of Financial Bid, along with the physical documentary evidence of submission of Tender Fee, EMD of tender, and Technical Bid. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected.

Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders (Tender Fee, EMD, Technical bid and if applicable documentary support for seeking exemptions of EMD as per SCC clause are to be submitted in physical form, no other documents are required to be submitted in physical form) in sealed envelope to the purchaser address.

21.2 (a) The envelopes shall be addressed to the purchaser at the following address:

Bihar Medical Services and Infrastructure Corporation Limited, 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna- 800014, Bihar

The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) & may be sent by registered post or delivered in person on above mentioned address (address is given in **Clause 21.2 (a)** above). The responsibility for ensuring that the Sealed envelope containing documentary evidence of Tender Fee, EMD and / documentary support for seeking exemptions of, EMD as per SCC clause are delivered in time would vest with the bidder and the purchaser shall not be responsible for any delay. In the event of the specified date for physical submission of tender falls on /is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

(b) The Physical form of tender shall be delivered upto **20th January 2023 by 14:00 Hrs.** to Bihar Medical Services & Infrastructure Corporation Ltd., 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna- 800014, Bihar if delivered elsewhere will be rejected.

(c) Venue of bid opening: **20th January 2023 by 15:00 Hrs.** on the website of <https://eproc2.bihar.gov.in> at BMSICL, Patna, If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office/at the Website address <https://eproc2.bihar.gov.in>.

Note: - If the envelopes is not sealed and marked as required at **ITB Clause 21.1 and 21.2**, the bid shall be rejected.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under

ITB Clause 21.2.

- 22.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

23 LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to **clause 22**, shall be rejected and the physical form of technical bid will be returned unopened to the bidder.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.
- 24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of **ITB Clause 21**. A withdrawal notice may also be sent by FAX/ e-mail but followed by a signed confirmation copy by post not later than the deadline for submission/ uploading of bids.
- 24.3 Bids requested to be withdrawn in accordance with **ITB Clause 24.1 above**, shall be returned unopened to the Bidders.
- 24.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in **ITB Clause 19**. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to **ITB Clause 18.7**

E. BID OPENING AND EVALUATION

25 OPENING OF BIDS BY PURCHASER

- 25.1 The purchaser shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Section VI).
- 25.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 25.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time of bid opening, except for late bids, bids without Tender Fee, EMD (except in case where exemption of EMD has been requested in pursuant to Special condition of Contract) & for such rejected bid no further evaluation will be done.

- 25.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
- 25.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

26 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. Unless the purchaser asks for change in price due to clarifications sought, the bidder is not permitted to alter the price Bid (online submission only).

27 PRELIMINARY EVALUATION

- 27.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from representatives, without proper Authorization from the manufacturer as per Section VI, shall be treated as non-responsive.
- 27.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 27.3 Prior to the detailed evaluation pursuant to **ITB Clause 28**, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC clause 5) , Warranty (GCC clause 14), Force Majeure (GCC clause 21), Applicable Law (GCC clause 28) and Taxes and duties (GCC clause 30) along with deviation in Technical Specifications will be deemed as material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.4 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 27.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

28 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 28.1 Please note in the event of financial bid opening, due to provisions/compulsion of e-tendering system if complete quoted product list of financial bids of a bidder is opened then only those financial bids of quoted product shall be considered of whose technical bid has been found eligible by the technical

evaluation committee. The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **ITB Clause 27**.

- 28.2 The purchaser's evaluation of bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of goods offered from India, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and excise duty on finished goods if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in **ITB clause 28.3** and in the Technical Specifications:

- (a). i) cost of inland transportation, insurance, and other costs within India incidental to the delivery of goods to their final destination.

- 28.3 Pursuant to **ITB clause 28.2** the following evaluation methods will be applied:

(a). Inland transportation, ex-factory/ from port-of-entry, insurance, and incidentals.

- (i) Inland transportation, insurance, and other incidentals, for delivery of goods to the Project site as stated in **ITB clause 14.2**. These costs will be added to bid price.

(b). Deviation in Payment Schedule:

- (i) The General Conditions of Contract clause 15 indicate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.
- (ii) **Spare parts and after sales service facilities in India:** The cost of the *Purchaser* of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

(c). Compressive Annual Maintenance Contract (CMC):

- (i) The Purchaser desires to have a comprehensive maintenance contract also for a period of 7 years after the expiry of the warranty period, clearly indicating year-wise comprehensive maintenance charges, which shall be added to the bid price at a discount rate of 8% per annum. Bids without charge will be considered non-responsive. This CMC shall form an integral part of the main contract (accordingly Award of contract has to be issued). Withdrawal or non-compliance of agreed terms and conditions after the execution of the contract will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder for a period of three years and forfeiture of Security deposit.
- (ii) Any major repair pointed out by the Purchaser shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser, failing which the purchaser has write to levy a penalty on the Supplier a sum of Rs.2,500/- per day or part thereof for each equipment until the equipment are repaired and commission to the satisfaction of the Purchaser. Failure to repair may also lead to forfeit of Security deposit.

(d). Spares:

- (i) The supplier shall be required to provide a list and rates of spare parts recommended for maintenance for three years after the end of Guarantee period of three years. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.
- (ii) The cost of spares quoted by bidder will not be used to arrive at final price.
- (iii) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure lifetime spares. The supplier shall also provide at his own cost to the purchaser, the blueprint drawings and specifications of spare parts if and when

(e). Repair of faulty equipment and setting up of Repair Facilities:

- (i) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order.

- 28.4
- (i) **Hard copy of tender documents uploaded shall be submitted along with the tender fee and EMD as on or before the last day of submission of tender for purely evaluation purposes. However, the submission of hard copy of uploaded tender document submitted does not substitute/modify the provisions of e-tendering system.**
 - (ii) **The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on <https://eproc2bihar.gov.in>.**
 - (iii) **However hard copy of uploaded tender shall be provided by the bidder firm along with the mandatory tender document fee and EMD for evaluation purpose only. This hard copy shall under no case substitute/modify the provisions of e-tender system.**

29 CONTACTING THE PURCHASER

- 29.1 Subject to **ITB Clause 26**, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 29.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F. AWARD OF CONTRACT

30 POST-QUALIFICATION

- 30.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in **ITB Clause 15 & 16** and the information submitted by the bidder in the proforma for performance statement for the period of last three years given in Sec VI as well as other information the Purchaser deems necessary and appropriate.
- 30.2 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in

which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31 AWARD CRITERIA

Subject to **ITB Clause 32**, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid and whose goods have been type approved/validated by the purchaser.

32 PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right during the entire period of Contract or within the stipulated last date of delivery, to modify the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

33 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

34 ISSUE OF NOTIFICATION OF AWARD

- 34.1 The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 34.2 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder that its bid has been accepted
- 34.3 The bidder shall within 15 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with Section VI provided with the bid document.

35 SIGNING OF CONTRACT

- 35.1 The issue of Notification of Award shall constitute the award of contract on the bidder.
- 35.2 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 35.3 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder or his authorized representative shall execute the contract agreement with the purchaser or its authorized representative on Non-Judicial Stamp paper of Rs. 1000/- INR.

36 PERFORMANCE SECURITY

- 36.1. Within fifteen (15) days of the receipt of notification of award from the Purchaser, the Contract,

using the Performance Security Form provided in the Bidding Documents or in another form acceptable successful Bidder shall furnish the performance security in accordance with the Conditions of to the Purchaser.

- 36.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 34 and ITB Sub Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD), in that case the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder provided such bidder agrees to match the L-1 rates and if the L-2 bidder refuses to match the L-1 rates, the L-3 bidder shall be given the opportunity to match the L-1 rates and if neither L-2 nor L-3 bidder accepts this counter offer, retender shall be resorted to.

37 GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the prospective Tenderers to participate in e- Tendering.

- a) **Registration of Tenderers:** Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e- Procurement system, through logging on to <https://eprocbihar.gov.in>. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.
- b) **Digital Signature certificate (DSC):** Each Tenderer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
- c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- d) **Submission of Tenders:** General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Also hard copy of technical bid should be submitted as per the schedule mentioned in NIT.

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SECTION II- GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Purchaser”** means the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the organization purchasing the Goods.
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“Days”** means calendar days.
- (d) **“GCC”** means General Conditions of Contract.
- (e) **“The Supplier”** means the individual or firm supplying the goods and Services under the contract.
- (f) **“The Goods”** means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (g) **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.
- (h) **“End User”** means the consignees stated in the Schedule of Requirements.
- (i) **“The Notification of Award”** means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.
- (j) **“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.
- (k) **“The Contract Price”** means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
- (l) **“Validation”** is a process of testing the equipment as per the specifications including requirements for use in hospital is carried out in simulated field environment.

- 1.1 Application: The General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.**

2 STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section V and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods Country or origin and such standards shall be latest issued by concerned Institution.

3 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PURCHASER

- 3.1** The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any

provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 3.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document except for purposes of performing the Contract.
- 3.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 3.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required.

4 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

5 PERFORMANCE SECURITY

- 5.1 The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of award of contract within 15 days from the date of issue of Notification of Award by the Purchaser.
- 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 5.3 The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee issued by a Scheduled/Nationalized Bank or demand draft. The performance security should be valid for the period beyond one hundred eighty (180) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/ shelf Life Duration obligations
- 5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty and CMC obligations.

6 INSPECTION AND TESTS

- 6.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. The supply will be accepted only after quality assurance tests are carried out by the Purchaser as per prescribed schedule and material passing the test successfully.

- 6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the items /goods and accessories (if any) on receipt in the Purchaser's premises will also be tested during actual but before "take over" and if any equipment/ items /goods or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.
- 6.4 If any goods/ material or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective item good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of items/ goods as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 6.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate " contemplated by this clause on account of minor defects in the items /goods which do not materially affect the commercial / actual/intended use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee as per the Format given in Section VI shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty/ Shelf life obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to "Taking Over Certificate".
- 6.6 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.
- 6.7 In order to ensure smooth delivery, installation and commissioning of the equipment, the supplier shall conduct pre installation survey of the site, within 1 week of the issue of Purchase Order and submit report in the prescribed format to the purchaser regarding site readiness and preparedness at the consignee end for its commissioning. The Consignee shall also confirm this report by putting his signature and seal on the format.
- 6.8 In case the installation and commissioning of the supplied equipment is delayed due to non-readiness or non-preparedness at the consignee end, no late delivery charges shall be applicable till the site readiness or consignee preparedness is completed.

7 PACKING

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.

7.3 Packing Instruction: The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i. Purchaser:
- ii. Contract No.
- iii. Supplier Name
- iv. Packing List reference Number

8 DELIVERY AND DOCUMENTS

8.1 Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

- I. Three originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- II. Three copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as Bihar Medical Services and Infrastructure Corporation Limited [enter correct name of Purchaser for excise purposes] and delivery through to final destination as stated in the Contract;
- III. Copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- IV. Three copies of the packing list identifying contents of each package;
- V. One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
- VI. Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency;
- VII. Other procurement-specific documents required for delivery/payment purposes.

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) if not received, the Supplier will be responsible for any consequent expenses.

***Note:** In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the 'Consignee Receipt Certificate', to be issued in accordance with GCC Clause 6 above and after installation verification by BMSICL. The exact method of installation verification will be decided by Tender Inviting Authority.*

8.2 The actual delivery schedule will be given in Schedule of Requirement and / Notification of Award/ supply order. The delivery of the goods and documents shall be completed within 60 days and for imported products the delivery schedule will be 90 days from the date of issue of supply order. However, the Delivery schedule may be extended further depending on the quantity to be delivered. The extension in delivery schedule of high-end equipment shall be decided as per the recommendations of TSC in the pre bid meeting.

8.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

8.4 The delivery period should include supply of items at the consignee place and there after successfully installation, demonstration of equipment at consignee place wherever required it should also include trial, run and commissioning.

9 TRAINING

9.1 The bidder shall demonstrate and provide training on use and proper application of the Equipment to the consignee's personnel/ purchaser free of cost

10 INCIDENTAL SERVICES

10.1 The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.
- (d) Furnish detailed operations and maintenance manual for each appropriate unit of supplied goods.

11 SPARES

11.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares.

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall:
 - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure lifetime spare; and
 - ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

12 INSURANCE

12.1 The Goods supplied under the Contract shall be insured in an amount equal to 110% of the EXW value of the Goods from "warehouse to warehouse" on "all risks" basis including war risks and strikes.

13 TRANSPORTATION

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined in Consignee list, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14 WARRANTY/ SHELF LIFE

- 14.1 The supplier shall warrant that the goods to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods but shall expire (except in respect of complaints notified prior to such date) three years after the goods have been taken over under GCC Clause 6.5 above.
- 14.2 This warranty shall remain valid for three years after the goods or any portion thereof as the case may be, from the date of commissioning and acceptance at the final destination indicated in the contract.
- 14.3 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the GCC Clause 14.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above-mentioned period of three years, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 14.4 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.
- 14.5 A. No conditional warranty will be acceptable.
B. Warranty as well as Comprehensive Maintenance contract will be inclusive of all Accessories and Turnkey work if any and it will also cover the following wherever applicable:-
- i) Any kind of motor.
 - ii) Plastic & Glass Parts against any manufacturing defects.
 - iii) All kind of sensors.
 - iv) All kind of coils, probes and transducers.
 - v) Printers and imagers including laser and thermal printers with all parts.
 - vi) UPS including the replacement of batteries.
 - vii) Air-conditioners
- C. Replacement and repair will be undertaken for the defective goods.
D. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 14.6 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing and /e- mail to the supplier.
- 14.7 Upon receipt of such notice, the supplier shall, within 72 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender

conditions, mentioned under ITB clause 27.3 (d) under Comprehensive Annual maintenance contract. It may include but not limited to forfeiting of performance security & taking legal proceeding deemed fit as per applicable Indian Law.

14.8 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

14.9 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment /machines/goods etc. and shall always give the most competitive price for its machines /equipments supplied to the Purchaser/Consignee.

15 PAYMENT TERMS

15.1 The method and conditions of payment to be made to the supplier under the contract may be specified in the Special Conditions of Contract &/Notification of Award.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

[Hint: The actual payment conditions for new products or procurements having installation and CMC/AMC services may be decided on case-to-case basis and incorporated in special conditions of the contract if required]

15.4(i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of Govt. Hospital shall be provided by the purchaser on the request of the bidder as and when asked for. (if applicable)

(ii) No payment will be made for goods rejected at the site on testing.

15.5 Payment for goods shall be made in Indian Rupees as follows:

- a. 50% payment will be made against supplied item at the respective sites.
- b. 45% payment will be made against supplied item at the respective sites against certification from the consignee in the format provided in schedule VI and/or after verification of installation / supply by purchaser (BMSICL, Patna.) or its nominated agency/person if required.
- c. The Balance 5% payment will be released after confirmation of submitted performance bank guarantee.

16 PRICES

16.1 (I) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.

- (ii) (a) Prices once fixed will remain valid during the schedule delivery period. In case of Increase and decrease of Taxes and other statutory duties the affect in price will be decided by BMSICL. The decision of Tender Inviting Authority will be final for the same.
- (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in the taxes/duties shall be passed on to the purchaser by the supplier.

17 CHANGE ORDERS

17.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

18 SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

19 DELAYS IN THE SUPPLIER'S PERFORMANCE

19.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

19.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

19.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 6 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order or a part thereof, in case of part execution for the period of up to four weeks after such extended schedule of delivery. Non-performance of the contract even during this extended period may lead to forfeiture of such additional Performance Guarantee.

[Hint: Each case of delivery extension shall have to be examined a fresh vis-à-vis the prevailing market prices]

- 19.4 If supplier fails to perform its contractual obligations, pursuant to GCC Clause 19.3 above, the purchaser may consider debarring the firm for the period of 1-5 years for participation in future invitation of bids. The period of debar, as stated above, shall be at the sole discretion of the Purchaser.

20 LIQUIDATED DAMAGES

- 20.1 The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under GCC Clause 20.2 below.
- 20.2 If the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 20 (Twenty) weeks. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

21 FORCE MAJEURE

- 21.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 21.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

22 TERMINATION FOR DEFAULT

- 22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to GCC Clause 19;
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- d) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices in competing for executing the Contract, pursuant to ITB Clause 2.

22.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC Clause 22.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

22.3 In the event, any sums found due to the Purchaser / Government under or by virtue of the fulfillment of contractual obligations, these shall be recoverable from the Supplier and his / its properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as tough as they are arrears of land revenue or in any manner and within such time as the Purchaser / Government may deem fit. Any sum of money due and payable to the Supplier from Government / Purchaser may be adjusted against sum of money due to the Supplier under any other contract.

- 22.4. a The bidder/Supplier who have submitted forged documents in tender or in correspondence to any subsequent communication from BMSICL will be declared ineligible to participate in the tenders for a period of One- Five (1-5) years after providing opportunity for being heard.
- b. Non- compliance of the Supply Order at any stage of the contract period due to any non-addressed condition/s or OEM will lead to blacklisting/debarring the bidder and/or OEM for a period between 1-5 years, but after issuing due notice and after providing opportunity for being heard.
 - c. Failure to provide satisfactory after sales services during or after the warranty period and CMC will lead to blacklisting/debarring of the bidders and/or OEM for a period between 1-5 years, but after issuing due notice and after providing opportunity for being heard.
 - d. Failure to attend the repairs in time or to attend the stipulated preventive maintenance visit or to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder and/or OEM for a period between 1-5 years.
 - e. The bidder must disclose the country of origin and must obtain an undertaking from such Original Equipment Manufacturer (OEM) to provide spares or service support for the period of contract. Failure on the part of the Bidder/OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations. Such violations may eventually lead to forfeiture of performance security and blacklisting/debarring of the successful bidder and/or OEM for a period between 1-5 years.
 - f. Non-performance or breach of the contract by the bidder and/or OEM the terms and conditions of the contract agreement, may lead to blacklisting/debarring of the bidder and/or OEM for a period between 1-5 years and lead to forfeiture of performance security.

- g.** In case of Non-Compliance of the above-mentioned clauses(a-f), the performance security of such bidder shall be forfeited. No further supply orders shall be given to them, and the bidder and/or OEM shall be barred from participating in any tender floated by BMSICL. Further other punitive action such as blacklisting of the firm and/or OEM for a minimum period of 1-5 years from the date of intimation for backlisting/debarring.
- h.** If award of contract, Bidder refuses to enter into agreement it will be blacklisted/debarred for a period between 1-5 years apart from forfeiture of EMD.

23 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

24 TERMINATION FOR CONVENIENCE

- 24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

 - a. to have any portion completed and delivered at the Contract terms and prices; and/or.
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25 SETTLEMENT OF DISPUTES

- 25.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If the parties even after 30 days fail to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, with respect to such disputes or differences arising out of the terms and conditions of the contract In accordance with the procedure prescribed under Bihar Public Works Contracts Disputed Arbitration Tribunal Act 2008.
- 25.3 The arbitration shall be in accordance with the procedure prescribed under the Bihar Public Works Contracts Disputed Arbitration Tribunal Act 2008.
- 25.4 Notwithstanding any reference to arbitration herein,

 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any money due the Supplier.

25.5 The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law at Patna only.

26 LIMITATION OF LIABILITY

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 4,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective items/goods

27 GOVERNING LANGUAGE

27.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the Hindi / English language.

28 APPLICABLE LAW

28.1 The Contract shall be interpreted in accordance with the laws of Union of India.

29 NOTICES

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

30 Taxes and Duties

30.1 The Supplier shall be entirely responsible for all taxes, duties, **Octroi**, road permits, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION III- SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the ‘**Instructions to the Bidders**’ as contained in Section I & “**General Conditions of the Contract**” as contained in Section II and wherever there is a conflict, the provisions herein shall prevail over those in Section I and Section II.
2. No Exemption from payment of EMD, tender fees is permitted except in case of **MSME registered manufacturing unit located in Bihar which will be guided by Bihar Industrial Investment Policy, 2016 as amended in 2020 for promoting industrial development in the State for the Technical Qualification, EMD, and TENDER FEES. Copy of the said policy may be seen on the website <http://industries.bih.nic.in>.**
3. **Rate Contract:** The tender is also a ‘Rate Contract’. The bidders are expected to quote their best rates for the equipment. The rates quoted by the bidder shall remain valid for two year from the date of signing of contract/ issuing of notification of award (whichever is earlier) and the bidder will have the option to extend the period of price firmness for a further period of one year ,as mutually agreed by BMSICL & Bidder, hereby referred as minimum firmness period (after successful completion of two years of price firmness contract) during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply and installation of same equipment procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, installation and commissioning, the successful bidder is bound to supply the same make/model of the equipment at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period, but not after accepting the Letter of Intent or entering into Agreement with BMSICL or any other user Institution under the Government for the Quantity for which it has entered into Agreement with BMSICL/User Institutions during the minimum price firmness period. BMSICL/User Institutions can also withdraw from rate at any point of time after minimum price firmness periods, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.
4. The tender will be processed through E –tender mode only, So tender should be submitted in following manner:-
 - a. Tender fee (Online) & EMD fee (Offline Online)
 - b. Technical Bid – Both Online & physical form.
 - c. Price Bid – Online Only.

Bidders are requested not to submit the hard copy Financial Bid along with the physical form of Tender Fee & EMD fee, Technical bid. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in technical bid will result in rejection of the tender.

5. If asked by the purchaser then the tendered has to do demonstration of equipment. In the demonstration tendered has to show the clause-by-clause compliance of technical specification. If it is not possible to carry out the demonstration at office of Purchaser in that case Demonstration of quoted items may be taken place at outside. In case of out station demonstration, the cost of arranging the same should be taken by the tenderer. No exception should be allowed in this case.

SECTION IV- SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule (in days)	Earnest Money Deposit (EMD) in Indian Rupees
1	Ice Lined Refrigerator (ILR)	209	As per GCC Clause -8	600000

Note:-The quantity mentioned in schedule of requirement may vary during the rate contract period depending on requisition from different health institutions of the state Govt. of Bihar

Note: Delivery Schedule expressed above is the number of days required to deliver the item at Consignee Location from the date of issue of Purchase order. It will also include successful installation of equipment & commissioning & trial run (if applicable). Actual Delivery scheduled will be mentioned at the time of issuing of Supply Order.

Consignee list

Consignee detail will be provided after finalization of rate contract.

SECTION V: TECHNICAL SPECIFICATIONS

Technical Specification for Vertical Ice Lined Refrigerator (ILR) 200 Litres

- 1 Capacity: 200 – 300 Liters.
- 2 Vertical Ice Lined Refrigerator to maintain temperature of +2⁰ C to +8⁰ C at ambient temperature or +5⁰ C to +45⁰ C with intermittent or continuous electricity supply for at least 8 hrs. in a 24 hrs cycle.
- 3 The temperature difference between any two points in the cabinet should not be more than +2⁰ C once stabilized.
- 4 Holdover Time (maintain the temperature +2⁰ C to +8⁰ C): 20 hrs or more in a continuous ambient temperature of 43⁰ C
- 5 Solid /Double Glazed Glass door with lock and handle
- 6 Type: Compressor cycled. CFC free (both for refrigeration and insulation). All system tubing (suction tube. Freezer tube and condensing tube) SHOULD BE OF COPPER.
- 7 A microprocessor based control unit should be provided for setting of temperature and display of the following features:
Cabinet temperature
Power on LED/LCD indicator
- 8 Auto visual alarm against violation of temperature range (less than + 2 degree Celsius and more than 8 degree Celsius). Door open alarm
- 9 Adjustable storage wire shelves (minimum three) allowing free circulation of air
- 10 digital thermometer (temp range - 30⁰ C to + 50⁰ C)
- 11 Product should be BIS or USFDA or European CE approved
- 12 Power supply :220VAC/50Hz
- 13 Suitable voltage stabilizer should be supplied with each unit
- 14 The supplier will provide the initial 03 years warranty and 07 years comprehensive Annual Maintenance Contract (CAMC) including all spare parts. Compressor & repairs.

SECTION VI: SAMPLE FORMS

Notes to Bidders on the Preparation of Sample Forms

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **must** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **must** ensure all such information is provided and that the typographical errors are removed.

1. Bid Form

(Note: -This Annexure must be sworn before First Class Magistrate/Notary)

Date: 2022 [insert: *date of bid*]

[Purchaser specify: "IFB No.: BMSIC/2022-23/ME- 302"]

[Insert: Procurement and Rate Contracting of *Medical Equipment for Medical Colleges and Hospitals of Bihar*]

To:
Managing Director,

Bihar Medical Services and Medical Services Corporation,
Gandhi Maidan, Patna.

Dear Sir or Madam:

Having examined the Bidding Documents, including Amendment and all corrigendum, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs. 11,800/- (hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 18 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: *number*] day of [insert: *month*], [insert: *year*].

Signed: _____

Date: _____

In the capacity of [insert: *title or position*]

Duly authorized to sign this bid for and on behalf of [insert: *name of Bidder*]

2.PRICE SCHEDULE

1	2	3	4	5						6	7	8
Sch No	Item Description	Country of origin	Quantity	Ex-factory Ex-warehouse ex-Showroom off-shelf (A)	Excise duty if any (B)	Packing & Forwarding (C)	Inland transport, Insurance & Incidental costs incidental to delivery (D)	Incidental services as listed in GCC (E)	Customs Duty (F)	Unit Price A+B+C+D+E+F	Total Price per schedule for delivery at final destination (4X6)	GST payable if contract is awarded

Unit Price (6) (Rs. In words)

AMC Charges (Labour only)

Equipment name	AMC CHARGES						
	4 TH YEAR	5 TH YEAR	6 TH YEAR	7 TH YEAR	8 TH YEAR	9 TH YEAR	10 TH YEAR
TOTAL							

CMC CHARGES

Equipment name	CMC CHARGES						
	4 TH YEAR	5 TH YEAR	6 TH YEAR	7 TH YEAR	8 TH YEAR	9 TH YEAR	10 TH YEAR
TOTAL							

Note:

In case of discrepancy between unit price & total price Unit price shall prevail.

Place
Signatory.....
Date

Signature of Bidder/Authorized

Name

(Should be submitted in format as available in e-mode only)

Form – 3 Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day of _____
[month and year purchase] and between the Bihar Medical Services And
Infrastructure Corporation Limited, Patna [Name of Purchaser] on behalf of
Governor of Bihar (hereinafter referred to as the 'Purchaser') and _____
_____ [Name of Supplier],
having its principal place of business at
_____ [address of Supplier]
(hereinafter referred to as the "Supplier) on the other part.

WHEREAS the Purchaser invited bids for certain goods and ancillary services,
viz., [insert: **brief description of goods and services**] and has accepted a bid by
the Supplier for the supply of those goods and services in the sum of [insert:
contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser
and the Supplier, and each shall be read and construed as an integral part of the
Contract:

- (a) This Contract Agreement
- (b) General Conditions of Contract.
- (c) Special Conditions of Contract
- (d) Technical Requirements (including Functional Requirements and Implementation Schedule).
- (e) The Supplier's original Techno-commercial and Price bid
- (f) The Schedule of Requirements.
- (g) The Purchaser's Notification of Award
- (h) [Add here: **any other documents**]

3. In consideration of the payments to be made by the Purchaser to the
Supplier as hereinafter mentioned, the Supplier hereby covenants with
the Purchaser to provide the Goods and Services and to remedy defects
therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of
the provision of the Goods and Services and the remedying of defects
therein, the Contract Price or such other sum as may become payable
under the provisions of the Contract at the times and in the manner
prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/
provided by the Supplier are as under:

SL	Brief Description of goods	Unit Price	Quantity to be supplied	Total price

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed:

_____ in the capacity of [insert: *title or other appropriate designation*]

in the presence
of

For and on behalf of the Supplier

Signed:

_____ in the capacity of [insert: *title or other appropriate designation*]

in the presence of

CONTRACT AGREEMENT

dated the [insert: *number*] day of [insert: *month*],
[insert: *year*]

BETWEEN

Bihar Medical Services And Infrastructure Corporation
Limited, “the Purchaser”
and

[insert: *name of Supplier*], “the Supplier”

4. Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: date]*

IFB: *[insert: name or number of IFB]*

Contract: *[insert: name or number of Contract]*

To:

Managing Director,

Bihar Medical Services And Infrastructure Corporation Limited,

Patna

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on *[insert:date]* between you and *[insert:name of Supplier]* (“the Supplier”) concerning the supply and delivery of *[insert: abrief description of the Goods]*. By this letter we, the undersigned,*[insert: name of bank]*, a bank(or company) organized under the laws of *insert: country of bank]* and having its registered/principal office at *[insert:address of bank]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of *[insert:amount in numbers and words]*. This guarantee shall be reduced or expire as provided for by GCC clause 5.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date:

in the capacity of: *[insert: title or other appropriate designation]* Common Seal of the Bank

5. Manufacturer's Authorization Form
(Manufacturer's or Producer's letterhead)

To:

Managing Director,
Bihar Medical Services and Infrastructure Corporation Limited,

Patna

WHEREAS *[name of the manufacturer or producer]* (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of *[name and/or description of the Goods requiring this authorization]* (hereinafter, "Goods") having production facilities at *[insert: address of factory]* do hereby authorize *[name and address of Bidder]* (hereinafter, the "Bidder") to submit bid, and sign the Contract with you against IFB *[title and reference number of the Invitation forbids]* including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these Bidding Documents.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of *[title, position, or other appropriate designation]* and duly authorize to sign this Authorization on behalf of *[name of manufacturer or producer]*

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the bidder in its bid.

6. Proforma for performance statement

Bid No: _____ Date of Opening: _____ Time: _____ Hours

Name of the Firm: _____

<u>Order Placed By (Full address of Purchaser)</u>	<u>Order No and Date</u>	<u>Description and quantity of ordered Goods</u>	<u>Date of completion of delivery</u>		<u>Was the supply of Goods Satisfactory? Yes/No</u>	<u>(Attach a certificate from the Purchaser/consignee</u>
			<u>As per contract</u>	<u>Actual</u>		

(Signature and seal of the Bidder/Authorised Signatory)

7. CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

(To be given by consignee and the user of the item)

The following equipments has / have been received in good condition:

Name of item supplied	
Name of the Supplier / Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Serial Nos of equipment supplied	
Place of destination	
Name and Address of the Consignee along with tel. no. and fax no.	
Date of receipt by the Consignee	
Date of Installation	
Installation Location at Hospital.	
Accessories supplied and the serial numbers of Accessories	
Training satisfactorily completed Yes/No	
Name and Designation of Personnel trained.	
Date of commencement of warranty	
Date of expiry of warranty	
Stock Book page no. where the items have been entered	
Signature of Authorized Representative of Consignee with date	
Name and designation of the authorized representative	
Seal of the consignee	

Note: In case of Hospital the In charge of the hospital concerned would be treated as consignee. In case of office (other than hospital), the office in charge of the office would be treated as consignee.

(Hospital / Office In charge)

(User Department)

8. Statement for technical Deviation:

Sr. No	Specifications desired by BMSICL	Bidders specifications	Bidders Deviation if Any

(Signature of Bidder/ Authorized Signatory)

9. FORMAT FOR WARRANTY CERTIFICATE

(To be submitted on Firms Letterhead)

Warranty Certificate

Date:

We the Undersignedhereby
guarantee satisfactory operation of supplied by us to you
against your purchase order No.....for a period of..... *calendar*
months from the date of commissioning and shall be responsible for failure of the equipment to conform to
the standard of performance, proficiency, production and / or out-turn stipulated or implicit in the order and
for any defects that may develop under proper use arising from the use of faulty materials, design or
workmanship in the supply made and shall remedy such defects at our cost.

Consignee Name-

Serial number of Equipment-

For.....

Station: (Signature with Name and Designation)

Date:

Company Seal

10. Non Conviction Declaration (Duly notarized)

From:-M/s.....

.....

.....

To

Managing Director
BMSICL, Patna

1. I, _____ Son / Daughter / Wife of
Shri _____

Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Managing Director, BMSICL, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Authorized Signatory/Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address:

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

11. Bank Guarantee Form for Earnest Money Deposit (EMD)

Date: [insert: **date**]

IFB: [insert: **name and number of IFB**]

Contract: [insert: **name and number of Contract**]

To:

Managing Director,
Bihar Medical Services And Infrastructure Corporation Limited,
Patna

WHEREAS [insert: **name of Bidder**] (hereinafter called “the Bidder”) has submitted its bid dated [insert: **date of bid**] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [insert: **name of bank**] of [insert: **address of bank**]

(hereinafter called “the Bank”) are bound unto [insert: **name of Purchaser**] (hereinafter called “the Purchaser”) in the sum of: [insert: **amount**], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert: **number**] day of [insert: **month**], [insert: **year**].
THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline
 - (a) the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect before signing of the agreement or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
 - (c) within the period of validity of its tender or if it comes to notice that the information/ documents furnished in its tender is incorrect, false, misleading or forged or
 - (d) engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [insert: **the date that is 30 days after the period of bid validity**].

For and on behalf of the Bank

Signed: _____

Date: _____
in the capacity of: [insert: **title or other appropriate designation**]

12. POWER OF ATTORNEY

(Notarized)

I/ We..... (name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt(name and address) who is presently employed with us and holding the position of As our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Equipment Name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this theday of .. 2022_

Accepted _

For_____

(Signature) (Name, Title and Address of the Attorney)

(Name, Designation and Address)

Date: _

13. CHECK LIST

Name of the Tenderer

SL. No.	Item	Whether Included Yes/No	Page No.
A. Tender Fee, EMD			
1.	Tender Fee (online mode on Eproc2 bihar)) – Rs.11,800/-		
2.	EMD (offline in the form of Bank Guarantee as per annexure-11).		
B. Check list & Registration.			
1.	Make & Model Quoted		
2.	Document claiming the Registration for Trading/ Manufacturing		
3.	Certificate of Incorporation and Articles of Memorandum of Association/Partnership Deed (As applicable)		
4.	Copy of certificate from Central Excise and Trades Tax/ Sales Tax ; GST		
5.	Copy of certificate of Audited Report for any three of last four consecutive Assessment years under the stamp and signature of Chartered Accountant.		
6.	Turnover Certificate certified by the CA		
7.	Copy of certificate of Balance Sheet for any three of last four consecutive Assessment years under the stamp and signature of Chartered Accountant.		
8.	Copy of certificate of P&L Statement for any three of last four consecutive Assessment years under the stamp and signature of Chartered Accountant.		
9.	Copy of self-attested IT Returns for any three of last four consecutive Assessment years		
10.	Non Conviction Declaration (Sworn before First Class Magistrate/Notary) as per Annexure 10		
11.	Manufacturer's Authorization (if quoted by bidder other than manufacturer) as per Annexure 5		
12.	Bid Form (Sworn before First Class Magistrate/Notary) as per Annexure 1		
13.	Supply/Purchase order issued by user institution to comply supply criteria mentioned in ITB clause 16		
14.	Performance Certificate in Annexure 6		
15.	Certificate from end user(s) indicating the Purchase order(s) as submitted by the Bidder, date of installation and performance of the Equipment.		
16.	Technical Data Sheet/Brochure/Catalogue of the model quoted		
17.	Technical Deviation Compliance as per annexure-8		
18.	Power of Attorney for the Signatory to the Bid as per annexure 12, duly notarized.		
19.	Quality Standard Certification (FDA/CE/BIS/ISO etc. as required in the technical specification) for specification for each schedule of requirement if any.		

20.	Notary attested declaration if exempted in EMD Fee , Technical Qualification as per Bihar Industrial Investment Policy, 2016 as amended in 2020 for Manufacturer Unit in Bihar as mentioned in special condition of contract.		
21.	Approval from Reserve Bank of India in case of Foreign Collaboration		
22.	IEC Certificate if the bidder is an importer of the quoted Equipment		

14. PRE-DELIVERY SITE INSPECTION REPORT

Hospital Name		Supplier Name	
Name of the Equipment		Purchase Order No	
Make/manufacturer		Purchase Order Date	
Model/Cat No		Purchase Order	
Location/Department		Project Name	
(Current Site Status)			
Completion of Civil works (a) Major (b) Minor			
Availability of AERB/PNDT wherever applicable			
Details of Civil works/turnkey to be done 1 2 3 ...			
Power requirement (kVa)			
Electrification status (Internal)			
Availability of Mains (a) Input Power (b) Fibre Line			
Energization of required power			
Details electrical work to be done 1 2 3 ...			
Availability of technician and other relevant staff			
Availability of water connection			
Drainage system			
Site Ready	YES <input type="checkbox"/> NO <input type="checkbox"/>		
If site not ready the expected date for site readiness			
Supplier Signature Date Name Designation Seal	Signature Date Name Designation Seal		

15. POST-DELIVERY PRE-INSTALLATION INSPECTION REPORT

<i>Purchase Order Details</i>			
Hospital Name		Supplier Name	
Name of the Equipment		Purchase Order No	
Make/manufacturer		Purchase Order Date	
Model/Cat No		Purchase Order	
Location/Department		Project Name	
<i>(Current Status of Equipment)</i>			
Whether the equipment delivered at Institution			YES <input type="checkbox"/> NO <input type="checkbox"/>
Date of receipt of Consignment			
No. of Boxes Received			
Whether the equipment required at Intuition			YES <input type="checkbox"/> NO <input type="checkbox"/>
Reason if not required			
<i>Site Reediness Details</i>			
Is the site ready for Installation			YES <input type="checkbox"/> NO <input type="checkbox"/>
Probable Date of Installation:			
Supplier Contract Details:			
Name of Supplier Representative:		Contact No.	
Name of the Supplier:		Sign & Seal of Supplier	
<i>Institution Details</i>			
Name of the Institution			
Name of Store Superintendent (required in case item delivered at <i>Institution</i>)		Sign & Date	
Name of End User & Department		Sign, Date & Seal of The Institution	
Name of the Medical officer/Superintendent		Sign, Date & Seal	