B I D D I N G D O C U M E N T S

For Procurement and supply of Laptop for Medical Officers APHCs/HSCs (working as Health and Wellness centre) in all 38 districts

(Tender)

Bid Reference: BMSIC/LAPTOP/21-01

Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna - 800023(Bihar) India

Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna - 800023, (Bihar) India

Telephones: 0612-2219634 e-mail:www.eproc.bihar.gov.in

INVITATION FOR E-BIDS
FOR

Procurement and supply of Laptop for Medical Officers APHCs/HSCs (working as Health and Wellness centre) in all 38 districts

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

Tender Reference No.	**BMSIC/LAPTOP/21-01**
Date and time for downloading of bid document	**Upto 26th March 2021 till 1800 Hrs.**
Date of Pre-Bid Meeting	**12th March 2021 at 14:30 Hrs. in Conference hall BMSICL, 4th Floor, BSBCCL, Hospital Road, Shastri Nagar**
Last date and time of submission of online bids	**31st March 2021 by 18:00 Hrs.**
Last date and time for submission of original bid documents with EMD and Tender Fees	**1st April 2021 till 14:00 Hrs.**
Date, Time and Place of opening of Technical Bid	**1st April 2021 (at 15:00 Hrs.) on the website of www.eproc.bihar.gov.in in the office of BMSICL**
Date and time of opening of Financial Bids	**To be announced later on www.bmsicl.gov.in and www.eproc.bihar.gov.in**
Validity of Tender	**180 Days**
Cost of the tender document	**Rs. 10000/- (Ten Thousand only) Non-refundable.**
Bid Processing Fee	**Rs 1180/-(One thousand one hundred eighty 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 first floor, M/22, Bank of India building, Road no.-25, Sri Krishna Nagar Patna-800020, Tele Phone no.-0612-2523006, Mobile No. - 7542028164 can be approached.

2. The cost of tender document is acceptable as Bank Draft issued by any nationalized bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna and it is non-refundable.

3. The required amount of Earnest Money is acceptable in the form of Bank Draft/Bank Guarantee issued by nationalized or schedule bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna. 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 original documents of Tender fee, EMD, Technical Bid of quoted item in sealed envelope at Bihar Medical Services Infrastructure Corporation Limited, Patna by **1st April 2021 till 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) 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 www.eproc.bihar.gov.in

10. Managing Director, BMSICL reserves the right to reject any or all the applications without assigning any reason.

INVITATION FOR BIDS (IFB)

For Procurement and supply of Laptops for Medical Officers of APHCs/HSCs.

Managing Director,
Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar)

Bid Reference No.: - BMSIC/LAPTOP/21-01 Date: 26-02-2021

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 of Laptops as listed below: -

Schedule of requirement: -

Schedule No.	Brief Description of Goods	Qty./No.	Delivery Schedule (in days)	Earnest Money Deposit (EMD) in Indian Rupees
1	Laptop	997	90 Days	2.00 lakhs

Note: - The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

1. The bids must be uploaded (e-mode/ online) at the address given in page 2 on or before 18:00 hrs. of **31stMarch 2021.** All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document.

2. The Pre-bid meeting shall be organized at the purchaser's office on **12th March 2021** at 14.30 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.

3. 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., 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar) on 1st April 2021 at** 15.00 Hrs. on the website of www.eproc.bihar.gov.in.

4. The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.

5. 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 immediately following working day at the appointed time.

SECTION I- INSTRUCTION TO BIDDERS (ITB)

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 the 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.

3 ELIGIBLE OEM/BIDDERS

3.1 The eligible OEM/bidder should be registered with appropriate authorities in India to supply the tendered item, against Technical Specifications given in the bid document.

3.2 In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for the last three Financial years (2017-18, 2018-19, 2019-20) before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year.

3.3 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1 (b) shall be ineligible to bid for a contract during the period of time determined by the Purchaser.

3.4 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 biding process.

6. ALTERNATIVE TENDER

Alternative Tenders are not permitted.

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.

7.2. 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/OEM, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the invitation of Bid.

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.

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 **12th MARCH 2021**at 15:00 hrs. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2. The bidder may submit any question in writing or by e-mail to reach the purchaser will before the time to be considered the pre-bid meeting.

9.3. Any modification of the bidding document 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 8 and not through the minutes of the pre-bid meeting & the same will be uploaded at www.eproc.bihar.gov.in& or www.bmsicl.gov.in.

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 www.eproc.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:

(a) A Bid Form and a Price Schedule;
(b) Documentary evidence establishing that the Bidder is eligible and qualified to perform the contract if its bid is accepted;
(c) Documentary evidence establishing that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents.
(d) Earnest Money Deposit (EMD).
(e) 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 PRICES

13.1. The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. GST, packing, forwarding, freight, octroi/entry tax and insurance etc. Price should be as per the price schedule given in Section IV. No Foreign exchange will be made available by the purchaser.

13.2. 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. DOCUMENTS REQUIRED TO BE SUBMITTED

14.1. The bidder shall furnish, as part of the bid documents, the documents as called for in the tender.

14.2. The offered product may be required to be 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.

15. DOCUMENTS ESTABLISHING OEM's/BIDDER'S QUALIFICATION

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

a) The OEM/Bidder should have manufactured, tested and supplied laptops in the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts to be submitted along with bid in support of quantity supplied in the relevant year.

b) Bids of bidders quoting as authorized representative of the OEM/Brand Owner, will also be considered provided:
   (i) The bidder furnishes authorization from the OEM in the prescribed format given in section IV under Form 5; and

(ii) The Bidder or its OEM {themselves or through re-seller(s)} should have supplied laptops in the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts to be submitted along with bid in support of quantity supplied in the relevant year.

c) The bidder and the OEM should furnish balance sheets or auditor's report for the last three consecutive financial years, etc. in support of its financial standing.

15.2. If an agent submits bid on behalf of more than one manufacturer, all such bids will be rejected as non-responsive.

16. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature 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. EARNEST MONEY DEPOSIT (EMD)

17.1. The bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) for an amount of mentioned in IFB, Page No. 4 in the form of Demand Draft/Bank Guarantee.

17.2. 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/LAPTOP/21-01.**
(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.

17.3. 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.

17.4. The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order and furnishing the performance security.

17.5. 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 within 15 days of issuing contract format
   ii. To furnish performance security within 15 days of issuing Notification of Award.

17.6 OEM Average Turnover (Last 3 Years)- 3 crore

PERIOD OF VALIDITY OF BIDS

17.6. Bid shall remain valid for 180 days from the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

17.7. 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) 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.

18. PREPARATION OF BID

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

(i) Tender Fee, EMD (Both Online & Physical).
(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.

18.2. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.

D. SUBMISSION OF TENDERS

19. Method of Bids submission

19.1. The tender shall be submitted in online and in physical form.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. If a tenderer furnishes wrong and/or misguiding 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.

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.

19.6. The envelopes shall be addressed to the purchaser at the following address:

Bihar Medical Services and Infrastructure Corporation Limited
4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (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. 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.

The Physical form of tender shall be delivered up to **1st APRIL 2021** by **14:00** Hrs to **Bihar Medical Services & Infrastructure Corporation Ltd 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar),** if delivered elsewhere will be rejected.

19.7. Venue of bid opening: **1st APRIL 2021** by **15:00 Hrs** on the website of www.eproc.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://www.eproc.bihar.gov.in.

20. LATE BIDS

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

E. BID OPENING AND EVALUATION

21. OPENING OF BIDS BY PURCHASER

21.1. 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.

21.2. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

21.3. 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.

21.4. 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.

22. CONTACTING THE PURCHASER

22.1. 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.

22.2. 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.

23. AWARD CRITERIA

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.

24. PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

25. 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.

26. ISSUE OF NOTIFICATION OF AWARD

26.1. The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder.

26.2. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted

26.3. The bidder shall within 15 days of issue of the Notification of Award, give his acceptance along with **performance security of 3% of the contract value** in conformity with Section IV provided with the bid document.

26.4. Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

27. 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.

28. LD: - If the Supply is not made as per schedule then late delivery charge will be 0.5% per Week to a maximum of 10%

SECTION II- SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.

2. No Exemption from payment of EMD is permitted. No exemption in tender fee is allowed.

3. The tender will be processed through e–tender mode only, So tender should be submitted in following manner:-

a. Tender fee & EMD fee. – Both Online & physical form
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.

4. 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.

5. FORCE MAJEURE

5.1 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 90 days, either party may, at its option, terminate the contract.

5.2 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.

6. TERMINATION FOR DEFAULT

6.1 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;
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.

6.2 In the event the purchaser terminates the contract in whole, 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.

6.3 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.

7. 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.

8. TERMINATION FOR CONVENIENCE

8.1 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.

8.2 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.

9. SETTLEMENT OF DISPUTES

9.1 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.

9.2 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.

9.3 The arbitration shall be in accordance with the procedure prescribed under the Bihar Public Works Contracts Disputed Arbitration Tribunal Act 2008.

9.4 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 monies due the Supplier.

9.5 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 in Patna

10. LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct, and in the case of infringement,

(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.

SECTION III: TECHNICAL SPECIFICATIONS

Specification	Specification Name	Final Specification
Processor	Processor Make	Intel or AMD
	Processor Generation	10 or Higher
	Number of Cores per Processor	4 or Higher
	Processor Base Frequency (GHz)	1.6 or above
	Processor Description	Intel Core i5 or AMD Ryzen 5 or above
	Processor Number	Intel Core i5 10210U or AMD Ryzen 5 4500U or above
	Out of Band Management	NA
	Cache (MB)	6
Construction	Form Factor	Standard, Convertible, Detachable
	Chassis Material	Mg Alloy/CNC Aluminium/Carbon Fiber/Fiber Glass/Reinforced Metallic/Aluminium/CNC Magnesium Or higher
	Hinges	Metallic
Motherboard	Expansion Slots (M Dot 2)	2 or higher
Graphics	Graphics Type	Integrated
	Graphic Card Description	-
	Size of Memory in Case of Dedicated Graphic Card (GB)	0 Or higher
	Size of VRAM in case of Integrated Graphics (MB)	-
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional
	Recovery Image Media	CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line / Cloud
	OS Certification	Windows
Memory	Type of RAM	DDR4/LPDDR3/LPDDR4 Or higher
	RAM Size (GB)	8 Or higher
	RAM Speed (MHz)	2400 Or higher
	Total Numbers of DIMM Slots Available	2
	Number of DIMM Slots populated	1
	RAM Expandability up to (using spare DIMM Slots in GB)	32 or Higher
Storage	Type of Drives used to populate the Internal Bays	HDD
	Number of Internal Bays populated with HDD	1
	Capacity of each HDD (GB)	1000 @5400 rpm Or higher
	Total HDD Capacity (GB)	1000 Or higher
	Number of Internal Bays populated with SSD	0 Or higher
	Capacity of each SSD (GB)	0 Or higher

	Total SSD Capacity (GB)	0 Or higher
	Number of Internal Bays populated with SSHD	0 Or higher
	Capacity of eachSSHD (GB)	NA
	Total SSHD Capacity in addition to 8 GB Flash (GB)	0 Or higher
	Optane Memory (GB)	0 Or higher
Connectivity	Wireless Connectivity	Yes
	If Yes, Type of Wireless Connectivity	Wi-Fi 6: 802.11ac Or higher
	Number of Ethernet Ports	1 or Higher
	Bluetooth Connectivity	Yes
	If Yes, Version of Bluetooth Available	5.0
Ports	Number of USB Version 2 Point 0 Ports	1 or Higher
	Number of USB Version 3 point 0 Ports / 3 point 1 Ports, Gen 1 Ports	2 or Higher
	Number of USB Type C Ports - For Mobile/tab connectivity	1 or Higher
	Number of Serial Ports	0 Or higher
	Number of VGA Ports	0 or Higher
	Number of HDMI Ports	1 or Higher
	Number of DP Ports	0
	Number of Thunderbolt Port	-
Display	Display Size (Inch)	14 or Lower
	Display Type	-
	Display Technology	LED HD Backlit or better
	Panel Technology	IPS/TN/VA or Higher
	Display Resolution (Pixels)	1920x1080 or above
	Availability of Webcam integrated with Display	Yes
	If Yes, Resolution of Webcam	HD, FHD or Higher
	Infra Red Webcam	No
Miscellaneous	Optical Drive	NA
	Type of Optical Drive	NA
	Internal Speaker (Dual)	Yes
	Audio-in	No
	Audio-out	No
	Headphone out	Yes
	Microphone-in	Yes
	Type of Keyboard	Standard with Rupee Symbol
	Backlit Keyboard	Yes
	Pointing Device/Touchpad	Touchpad with multi-touch gestures enabled
	Finger Print Reader	Yes
	Hardware Trusted Platform Enabled	Yes

	Carry Case	Yes
	If Yes, Type of Carry Case	Back Pack
	Security Lock Slot	Yes
	If Yes, Availability of Cable Lock	No
	Weight (Including Battery) (Kilogram)	1.6 or Lower
Power	Battery Type	Integrated
	Battery Chemistry	Li – ion
	Battery Capacity (Watt Hour)	45 or above
	Battery Backup Time (Hours)	8 or above
Certification	BIS Registration under CRS of Meity	Yes
	BIS Registration Number and its validity	-
	BEE / Energy Star for the given Model	Yes
	ROHS Compliance	Yes
	Other Certifications available	UL - Standard for Underwriters Laboratories mainly for electronic equipment, FCC - Federal Communications Commission Certification for all electronic products that oscillate at 9kHz CE OR (Declaration of Conformity)
Warranty	Battery Warranty	3
	On Site OEM Warranty (Year)	3
UEM	UEM - Unified End-Point Management should be provided with the Laptop supplied for better management through a central console with below features – (1) UEM should be able to remotely lock device or specific application and delete data from the device in case of a theft (2) UEM should be able to monitor and track device IP location (3) UEM should have the capability to protect enterprise data, should be able to encrypt data on the device. (4) UEM should be able to block NFC, Bluetooth, USB, HDMI and other I/O ports. (5) UEM should be able to Whitelist all applications and URL desired for Department use and blacklist balance. (6) UEM should be able to Whitelist URL and blacklist other on Microsoft edge browser (7) User should not be able to delete/remove the UEM from the device (8) Hosting of UEM should be done on cloud (9) UEM should come with a License period of 3 Years	

Bid Specific Additional Terms and Conditions:

1. The OEM/Bidder should have a dedicated toll-free no. and email ID for service support. Escalation matrix for service support of the OEM and Bidder shall be uploaded in the technical bid.
2. The OEM should have at least one OEM exclusive service center in the state of Bihar.
3. The Bidder Should have valid PAN and GST No.
4. The bidder and OEM should have ISO 9001 Certification-Quality Management System

5. To ensure the sturdiness of the laptops, the Bidder/OEM should submit the Declaration of compliance to Military Standards 810G for quoted laptop having minimum 10 procedures.
6. Battery should support a backup time of Minimum 8 Hours. OEM Declaration to this effect should be attached with the bid.
7. OEM Logo should be embossed on Motherboard and no Stickers allowed; OEM declaration needs to be uploaded confirming the same along with other bid documents.
8. The OEM shall provide a self-declaration regarding the below mentioned –
   i Three years warranty to be provided on Device and Battery
   ii OEM to provide factory installed OS on the Laptop

SECTION IV: 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: ……2021 *[insert: **date of bid**]*
[Purchaser specify: "IFB No.: **BMSIC/LAPTOP/21-01**
[Insert:** Procurement and supply of Laptop for Medical Officers of APHCs/HSCs (working as Health and Wellness centre) in all 38 districts**]

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. 10,000/-(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. Financial Format

a	*b*	*c*	*d*	*e*	*f*	*g*
S No	***Item Description***	***Quantity***	***Basic Price***	***GST applicable*** ***In %***	***Total price per unit inclusive of GST*** ***(f = d x e%)***	***Total bid value*** ***(g = c x f)***
1.	***LAPTOP***	***977***				

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

Total Bid Value (RS. ----------) (RS. ---------- in words)

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: **a brief 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

We, *[**name of the manufacturer or producer**]* who are re the original equipment manufacturers of *[**name and/or description of the Goods requiring this authorization**]* having our registered office at *[insert: **address of OEM**]* do hereby authorize *[**name and address of Bidder**]* having their registered office at *[insert: **address of 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.

This authorization is valid till **DD/MM/2021** from the date of MAF Issuance. We reserve the right to revoke this authorization at any time during the term and upon such termination, shall promptly intimate you of the same.

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 it's bid.

6. FORMAT FOR WARRANTY CERTIFICATE

(To be submitted on OEM Letterhead)

Warranty Certificate

Date:

We the Undersigned …….. would like to confirm that in an event if we / bidder are awarded the contract against the subject bid, we shall provide Three (3) years On-Site warranty on Laptop and Battery at nearest service centre from the date of acceptance of goods.

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 warranty 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 it's bid.

7. Non-Conviction Declaration (Duly notarized)

From:-
M/s.....
.....
.....
.....

To
Managing Director
BMSICL, Patna

1. 1. I, _____Son / Daughter / Wife of Shri_____

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

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

4. 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.

5. 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:
Place:
Seal of the Agency

Name:
Designation
Address:

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

8. 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**]*

9. 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 the …..day of .. 2021

Accepted _ For_____

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

Date: _

10. CHECK LIST			
SL. No.	Item	Whether Included Yes/No	Page No.
A.	**Tender Fee, EMD**		
1.	Tender Fee (in the form of Demand Draft) – Rs.10,000/-		
2.	EMD (in the form of Bank Draft/Bank Guarantee as per Form 8).		
B.	**Check list & Registration.**		
3.	Make & Model Quoted		
4.	PAN and GSTIN copy of the Bidder		
5.	Copy of certificate of Balance Sheet for the last three consecutive Financial years under the stamp and signature of Chartered Accountant (from Bidder and the OEM).		
6.	Supply/Purchase order issued by user institution to comply supply criteria mentioned in ITB Clause 15		
7.	Bid Form (Sworn before First-Class Magistrate/Notary) as per Form 1		
8.	Manufacturer's Authorization Form (if quoted by bidder other than manufacturer) as per Form 5		
9.	Warranty Certificate from OEM as per Form 6		
10.	Non-Conviction Declaration (Duly notarized) as per Form 7		
11.	Power of Attorney for the Signatory to the Bid as per Form 9, duly notarized.		
12.	Technical Data Sheet on OEM Letterhead and Brochure/ Catalogue of the model quoted by the bidder		
13.	Quality Standard Certification (BIS, CE, RoHS, BEE/Energy Star, UL and FCC as required in the technical specification)		
14.	ISO 9001 Certificate of Bidder and OEM		
15.	Other documents mentioned the bid specific additional terms and conditions		
16.	Declaration regarding compliance to the bid (on bidder letterhead)		