



BID-DRUGS TENDER

**Bihar Medical Services & Infrastructure Corporation
Limited**

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Sheikhpura, Adjacent to State Health Society, Bihar,
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**BID DOCUMENT FOR RATE CONTRACT AND SUPPLY OF DRUGS FOR
DIFFERENT HEALTHCARE FACILITIES OF STATE OF BIHAR**

(Tender Reference No.: BMSIC/DRUGS/26-11)



Bihar Medical Services and Infrastructure Corporation Limited (BMSICL)

**2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society,
Bihar, Patna- 800014**

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BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED

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**BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED
TENDER FOR DRUGS FOR DIFFERENT HEALTHCARE FACILITIES OF STATE OF
BIHAR**

1. INTRODUCTION

Managing Director, Bihar Medical Services and Infrastructure Corporation Limited (Government of Bihar), (hereinafter referred as Tender Inviting Authority) invites Tender for the supply of Drugs for different healthcare facilities of state of Bihar. This tender is an e-tender and only online bid submission is possible.

2. TENDERING SYSTEM

The Bids are to be submitted in two Parts i.e.

I. Technical Bid**II. Financial Bid / Price Bid**

The TECHNICAL BID shall contain the complete technical details of the firm and the documents to provide the eligibility and competency of the bidder and shall be submitted online only in the manner prescribed in Bid document.

The Tender fee shall be submitted online before the specified schedule **on Eproc-2 and EMD shall be submitted ONLY in form of Bank Guarantee (Offline mode)**, drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna.

- a)** The Financial Bid/Price Bid in the prescribed Performa shall be submitted online only. The price shall be quoted on basic units (Viz. per Vial/per tablet/per bottle/per tube/per pack/per ampoule etc.) mentioned in Financial Bid / Price Bid format and not in respect of any other supply units.

Explanation- For the purpose of quoting the price bid the basic units shall mean :- In case of Tablets- One tablet, In case of Capsule- One capsule, In case of Bottle- One bottle, In case of Vial-One Vial, In case of Ampoule- One Ampoule, In case of Pessaries-One Pessary, In case of Packets-One packets for powdery material only, In case of Sachets-One Sachets for powdery material, In case of Pieces- One piece, In case of Sets- One Sets, In case of Tubes- one tube, In case of Test Kit-One test Kit only And likewise.

- b)** The Tender has been called for in the generic names of Drugs and Testing Kits. The bidders should quote the rates for the drugs & Testing Kits in generic names. The products offered shall comply with the tender specifications given in Annexure-I. The supplier will

have to print the Generic Name of the drug in more conspicuous manner than Trade Name, if any.

- c) Rates (inclusive of packing & forwarding, transportation, handling, loading & unloading, insurance, and any incidental charges) excluding GST as per Financial Bid Sheet should be quoted for each drug “on door delivery basis” in the format given in price bid. Conditional bid shall not be accepted. The F O R shall be the different drug warehouses of BMSICL across the state of Bihar.
- d) The price quoted by the bidders must not exceed the ceiling price as fixed by NPPA (National Pharmaceutical Pricing Authority) as per the provision of “Drugs Price Control Order” (wherever applicable) and the quoted rate should be at least 20% less than its MRP. In extraordinary cases the Managing Director, BMSICL has discretion to take decision.

Explanation- In order to ensure procurement of the tendered drugs at the most appropriate and competitive rate, the bidders are directed to quote their lowest price as compared to the Rate provided to their respective Distributors/ Dealers/Wholesalers/ Carrying and Forwarding Agents/Authorized depot sales point in the State of Bihar. A Notarized affidavit to this effect on a Rs 100/- Non-judicial Stamp Paper should be submitted with the Bid in the prescribed format as mentioned in Annexure-VIII

- e) The bidder shall allow inspection of the factory at any time by an Expert/Official or by team of Experts/Officials of the Tender Inviting Authority. The bidder shall extend all assistance and cooperation to the team to enable to inspect the manufacturing unit, quality control measures adopted etc., in the manufacture of the drugs.

3. Minimum Eligibility Criteria (TECHNICAL BID -COVER “A”)

Minimum Eligibility criteria along with list of documents to be submitted in Cover ‘A’. Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid (Cover- ‘A’) in support of their eligibility for the tender.

- a) Tender Fee (Non–Refundable) of Rs 10,000/- + GST @18%, Total Rs 11,800 shall be submitted online (On E-Proc-2). This fee is payable only once for one tender irrespective of items contained therein.
- b) EMD shall be submitted ONLY in form of Bank Guarantee (Offline mode), drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna, as mentioned in Clause 2, as per following table:-

S.N.	No. of drugs quoted	EMD Amount
1	Upto 5 drugs	Rs1,00,000/- (One Lakh only)
2	For 6 to 10 Drugs	Rs 2,00,000/- (Two Lakh only)
3	For 11 to 15 Drugs	Rs 3,00,000/- (Three Lakh only)
4	For 16 to 20 Drugs	Rs 4,00,000/- (Four Lakh only)
5	More than 20 Drugs	Rs 5,00,000/- (Five Lakh only)

- c) Documentary evidence of the constitution of the company/firm/Proprietorship such as Memorandum and Articles of Association, Partnership Deed etc. should be submitted with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be submitted.
- d) The details of Bidder Name, Address, Telephone Number, Fax. Number, e-mail address of the bidder and of the Managing Director / Partners / Proprietor should be submitted in Annexure-V.
- e) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm to sign the documents should be submitted.
- f) **Bidders must have: -**

- Minimum three years old valid Manufacturing License of the quoted product.
- Manufacturing License along with approved product list must be valid till the last date of the submission of tender.
- Market standing certificate & Manufacturing certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years. The Market Standing Certificate must have been issued within preceding one year from the last date of submission of tender (Certificate should be enclosed with list of items) except for the drugs falling under the category of 'New Drug' as defined by CDSCO (Central Drugs Standard Control Organisation). If permission in Form 46 from DCGI has been obtained, then the 3 years Manufacturing & Market standing clause will be relaxed. The provisions of Rule 122 E of Drugs and Cosmetics Act rule 1945 shall be applicable.

Explanation- In case of Importers Permission in Form 45 from DCGI is required as Per Drugs & Cosmetics Act 1940 & Rules 1945.

For drugs with a patent that expired less than 2 years ago from the last date of bid submission: Non-patent holding bidders should submit a valid Market Standing Certificate and valid drug license, issued by the State Drug Licensing Authority in support of the claim. Bidders will be eligible only if one batch of new drug has been successfully manufactured/ imported for commercial use at the time of bidding. Bidders should submit document regarding patent expired less than 2 years ago from the last date of bid submission.

- For all regulated products, the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCGI less than two years ago. A certificate from DCG (I) shall be required for all new regulated products to this effect.
- FFS (Flow Fill & Seal Process) Technology will be accepted wherever applicable.
- Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed) (as applicable).

Bidders shall submit self-attested copies of required manufacturing license and approved product list in support of above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it.

- g)** In case of Importer, the bidder (importer) firm must have minimum three years old valid import License of the quoted product. All Quoted products should be accompanied by their invoices, statement and import License showing that the quoted product is being imported and sold in India by the bidder (Importer) firm minimum for Last three years. Import license must be valid on the last date of submission of tender.
- h)** Bidder must have Market Standing Certificate (in India) of minimum three years issued by the concerned Licensing Authority from Drugs Control Department for the quoted product. The Market Standing Certificate must have been issued within preceding one year from the last date of submission of tender. Self-attested copies are to be submitted.
- i)** Non-Conviction Certificate (NCC) issued by the concerned Licensing Authority from Drugs Control Administration of the state for last three years should be submitted (wherever applicable). It should be not more than one year old. Self-attested copies are to be submitted.
- j)** WHO-GMP/GMP (Good Manufacturing Practice) as per revised Schedule- 'M'/COPP Certificate of the manufacturing unit issued by the Licensing Authority/Drugs Control Department, (wherever applicable). The GMP certificate must not be older than one year from the date of publication of tender. Self-attested copies are to be submitted.

Explanation- Generally the GMP Certificate is issued for one-year validity. Hence the provision that it should not be older than one year from the date of publication of tender implies *mutatis mutandis* that the GMP certificate should remain valid till the date of submission of tender.

- k)** Maximum Production Capacity Certificate (Section wise) issued by concerned Licensing Authority from Drugs Control Department highlighting the quoted product section (wherever applicable). Self-attested copies are to be submitted. In case of Importer, an

affidavit (with Stamp) sworn before first class magistrate/ Notary stating the batch production capacity of the firm and also that said production (Importing) capacity shall be adequate for requirement laid in NIT. Importer will have also to submit Invoices/evidence of import in items of said product with quantity details.

- l)** Copies of the Audited Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than **25 Crores (Twenty-Five)** for any three of the last four consecutive financial years (Auditor/CA certificate of turnover will not be accepted). Self-attested copies are to be submitted.

It's mandatory for the firm to provide a document for the Unique Document Identification Number (UDIN) to verify the documents.

- m)** Copy of Income Tax Return for any three of last four Consecutive Assessment years should be submitted (self-attested).
- n)** The tenderer should give an affidavit (with stamp) sworn before first class magistrate / Notary stating that the firm & its quoted product is not black listed /Debarred currently (as on the date of submission of the tender) by Central Government / Central Government agencies/any state government or any of the state government agencies / or any Drug procurement agencies or by BMSICL as per **Annexure-II**.
- o)** List of items quoted in prescribed format as per **Annexure-III** duly signed.
- p)** Copy of PAN Card of the bidder company should be submitted (self-attested).
- q)** Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).

- r) Bihar Purchase Preference Policy-2024 shall be applicable.**

Note: Bidders claiming benefits shall submit documentary proof applicable as per Bihar Purchase Preference Policy 2024.

Note: -

- (i)** Technical evaluation of the Bid will be done on the basis of the abovementioned criteria and documents mentioned at S.N. 3 (TECHNICAL BID- COVER 'A') in documents Link present in the web portal of the www.eproc2.bihar.gov.in.
- (ii)** Bidders are not required to submit the hard copy of uploading bid document. Only Original Hard copy of EMD shall be submitted ONLY in form of Bank Guarantee (Offline mode), drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna.
- (iii)** The technical evaluation shall be done ONLY on the basis of documents/papers submitted by the bidder on www.eproc2.bihar.gov.in

4. FINANCIAL BID / PRICE BID

- a) The Financial Bid / Price Bid will contain only the "Price Bid Form" and every bidder shall submit their rates in the prescribed Performa attached to the Bid document. The price bid submitted in any other format will be treated as non-responsive. 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.
- b) The Financial Bid / Price Bid excel file shall be downloaded from the e-tender portal and quote the prices in prescribed format before uploading it. The bidders shall not rename the price bid files downloaded.
- c) The bidder shall quote prices in all necessary fields in the available format. All blue areas of financial bid excel sheet shall be filled by the bidder. The white areas of financial bid sheet shall not be modified/ edited by the bidder.
- d) The rate quoted shall be per unit (Viz. per Vial/per tablet/per bottle/per tube/per pack/per ampoule etc.) inclusive of all taxes viz., as may be applicable, insurance, freight, handling charges at various heads etc. Excluding GST as mentioned in above clause 2(c).

5. GENERAL CONDITIONS

- a) Tender bid is invited directly from Manufacturers/Loan Licensees/Direct Importers only. Distributors/agents/contract manufacturers are not eligible to participate in the tender.
 - i. The Bidder(s) shall not enter with other bidder/ intermediary/agent into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as Amended from time to time). This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict Competitiveness or to introduce cartelisation in the tender process.
 - ii. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - iii. The bidder shall confirm that it has not engaged any individual, firm, agent, or intermediary to intercede, facilitate, or in any way influence BMSICL or its functionaries, whether officially or unofficially, during the period of the rate contract. Violation of this condition will attract debarment, blacklisting, or penalty.

- b) A complete set of tender documents may be purchased online @www.eproc2.bihar.gov.in by any interested eligible person of the tenderer upon payment of a non- refundable fee of Rs.10,000/- + GST @ 18%, Total Rs 11,800/- in only online mode (E-Proc-2).

Tender sets shall be made available free of cost to Special Category of Enterprises as per the provisions of Bihar Purchase Preference Policy 2024, Clause 13 (1).

- c) All tenders must be accompanied with Earnest Money Deposit as specified in the tender document.
- d) A pre-bid meeting will be held at **24th September 2026 at 02:30 P.M.** at BMSICL Conference Hall, 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Bihar, Patna- 800014 to clarify any queries and accept any suggestions from bidders. 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 or bmsictenderdrug@gmail.com) up to 7 days before closing of online bid registration.
- e) At any time prior to the last date of submission of tender, Tender Inviting Authority may, for any reason, whether at their initiative or in response to a clarification requested by a prospective bidder, can modify the condition of tender documents by an amendment.
- f) The details of the required drugs are shown in Annexure-I. *The tender quantity mentioned herein is not afixed procurement quantity and it is only a tentative requirement and may be increased or decreased by the BMSICL, at its discretion, depending on the actual need.*
- g) The Tenderer should quote the rates for the generic products only. The composition and strength of each product should be as per specifications given in **Annexure-I**.
- h) Blood products should be supplied along with HIV and Hepatitis-B screening certificate, failing which the items will not be accepted.
- i) Manufacturers located in Bihar will be guided by Bihar Industrial Investment Policy, 2016 as amended in 2020 for promoting industrial development in the State for the Technical Qualification, Tender fee and EMD. Copy of the said policy may be seen on the website [https://state.bihar.gov.in/ industries/CitizenHome.html](https://state.bihar.gov.in/industries/CitizenHome.html).

The provisions of Bihar Purchase Preference Policy, 2024 shall be applicable. Bidders claiming benefits under the said policy shall be required to submit documentary proof regarding eligibility, including location of manufacturing unit within the State of Bihar and such other documents as applicable.

Bihar Purchase Preference Policy 2024 is being annexed as Annexure- X.

- j) The certificates/ reports / annexure submitted with the bid document should be self-attested by the authorized signatory of the firm with official seal, wherever required.
- k) An Affidavit (with stamp) regarding acceptance of tender conditions to be submitted by the bidding firm as per **Annexure-IV**.
- l) Filled check list as per given **Annexure-VI or VI-A** to be submitted at the time of uploading the bid.
- m) Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder.
- n) **Validity of Rate Contract:** -The rate contract will be applicable for **2 (two) years** from the date of signing of the rate contract (Agreement). The validity of contract may be extended with mutual consent for some specified period to the maximum of **1 (one) year** by BMSICL, if necessary.

For products with a splitting provision as outlined in Clause 19(a) of the bid document:-

- 1. The date of agreement signing by the first firm, whether L1/L2/L3, shall be considered the effective date of the Rate Contract's validity for that specific product.
- 2. Tendering for an item(s) will commence six months prior to the expiry date of the existing rate contract. In exceptional circumstances, where the tendering process for an item(s) cannot be completed within the stipulated time frame, the following procedure will be followed: For products with splitting provisions as outlined in Clause 19(a) of the bid document, if any contracting firm, whether L1/L2/L3, declines to extend the validity of the rate contract within the specified time, the purchase order quantity will be redistributed equally among the remaining two contracting firms. If only one bidder remains, 100% of the quantity will be awarded to them.

6. EARNEST MONEY DEPOSIT

- a) The Earnest Money Deposit shall be as mentioned in clause 3(b) of NIT, shall be submitted ONLY in form of Bank Guarantee (Offline mode), drawn in favor of “Managing Director, Bihar Medical Services and Infrastructure Corporation Limited” from any Scheduled/Nationalized bank payable at Patna, as mentioned in Clause 2.
- b) Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid.

Exemption from payment of earnest money deposit/bid security to Special Category of Enterprises as per the provisions of Bihar Purchase Preference Policy 2024, Clause 13 (1).

- c) EMD of technically disqualified bidders will be discharged/ refunded to the bidders account immediately after technical evaluation of the tender.
- d) EMD of the successful bidders will be returned on signing the contract & furnishing of required Performance Security Deposit, while other technically qualified bidders EMD will be returned to them after financial bid evaluation.
- e) The Earnest Money Deposit of the Tender will be forfeited without further notice if:
 - i. Any bidder withdraws his offer within the bid validity period before finalization of the tender.
 - ii. On refusal to enter into a contract agreement after the award of contract/Letter of Intent.
 - iii. Fails to produce hard copies of the documents as specified or to sign the contract after issuance of offer letter/Letter of Intent.
 - iv. Fails to furnish security deposit after issuance of offer letter/Letter of Intent.

7. GUIDELINES FOR THE PREPARATION OF TENDER

- a) The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- b) **Language of Bid:** - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language, Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language.
- c) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm should sign the documents in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document.

8. PERIOD OF VALIDITY OF TENDER

- a) The tender must remain valid for minimum 180 days from the date of opening of Technical Bid. (As mentioned in Clause 8(a) the tender must remain valid for minimum 180 days from the date of opening of technical bid which implies that EMD/Bank Guarantee also must remain valid for the same period.)

- b) Prior to the expiration of the bid validity the Tender Inviting Authority may extend the bid validity for further period with mutual consent of the bidder.
- c) The bidder who has extended the bid validity is not required or permitted to modify its bid.
- d) The bidder cannot withdraw the bid within the period of validity of tender.

9. AMENDMENT OF TENDER DOCUMENTS

Bidders/ Prospective bidders are advised to browse the website of the Tender Inviting Authority/ website of e-tender for information/ general notices/ amendments to Tender Document etc. on a day-to-day basis till the tender is concluded.

10. METHOD OF SUBMISSION OF TENDER

- a) The Tender shall be submitted online only. Bidders shall upload all necessary technical bid documents into the e-tender portal.
- b) Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "www.eproc2.bihar.gov.in".
- c) If a particular document/Certificate to be uploaded as specified in bid, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that the specific document is not applicable/exempted for the bidder in connection to this tender.
- d) Bids along with necessary online payments (bid processing fee) must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date & time specified in the bid document / NIT / Tendering Authority does not take any responsibility for the delay / Non submission of tender / Non reconciliation of online payment (bid processing fee) cost due to non-availability of internet connection, network traffic / holidays or any other reason.”
- e) For support related to e-Tendering process, bidders may contact at following address “e-Proc 2.0 Help Desk, mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashina Road, P.S- Shastri Nagar Patna- 8000014. Toll Free Number: 18005726571 Email Id: eproc2support@bihar.gov.in or may visit the link at www.eproc2.bihar.gov.in and also inform in this regard to BMSICL.
- f) Once the bid has been uploaded in the web portal www.eproc2.bihar.gov.in, the bidder has to make sure that he has uploaded the files in the correct format and the bidder has to download the uploaded files from their own end and has to check whether the files uploaded is in proper format or not, no corrupted files have to be uploaded.

11. DEADLINE FOR SUBMISSION OF TENDER

The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per the tender schedule alone will be accepted by the system.

12. MODIFICATION AND WITHDRAWAL OF BIDS

- a) The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Technical Bid.
- b) No bid will be allowed to be withdrawn after the last date & time of submission of online Technical Bids.

13. OPENING OF TENDER

- a) The opening of the Technical Bid and the Price Bid will be done online as specified. The date of technical bid opening is only published in advance. The date of opening of price bid will be announced only after the opening and evaluation of technical bid. The date and time of price bid opening will be published on the website of the Corporation.
- b) The bidder shall be solely responsible for properly super scribing and sealing the envelope submitting BG for EMD.

14. EVALUATION OF TENDER

- a) Technical evaluation of the Bid will be done on the basis of criteria and documents mentioned in S.N. 3(TECHNICAL BID-COVER A) in Mandatory Documents Link present in the web portal of the www.eproc2.bihar.gov.in.
- b) Bids of firms who have furnished all the required documents for each of the product quoted will be considered.

The provisions of Bihar Purchase Preference Policy, 2024 shall be applicable.

- c) Final rate list of L1 bidders will be published in the website of the Corporation.
- d) If at any stage, it is found that the tender has been successfully obtained by the bidder by submitting forged/fabricated certificates/documents/licenses and/or by concealing the fact about blacklisting/debarring/de-registration of the firm by Govt. of India/Suspension/Cancellation/non-renewal of the manufacturing license of the bidder firm, the tender bid/rate contract may be rejected/terminated and suitable punitive action may be taken against the firm.
- e) In 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.

15. INSPECTION OF MANUFACTURING FACILITIES

- a) Inspections of the production and related facilities of bidders/ suppliers will be at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract.
- b) Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- c) Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification.

16. ACCEPTANCE /REJECTION OF BIDS

The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items.

17. AWARD OF CONTRACT

- a) The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation subject to the reservations and preferences to the state.
- b) **Letter of Intent:** The Tender Inviting Authority shall issue Letter of Intent (LOI) to the lowest responsive bidder in respect of the drugs selected. Communication by e-mail / fax /letter will be deemed as valid communication.
- c) **Signing of Contract:**
 - i. The successful bidder, upon receipt of the Letter of intent, shall communicate the acceptance of the same to the BMSICL and shall furnish the required security deposit, documents, asked if any, along with the agreement in the prescribed format as forwarded along with LoI on a Non-Judicial stamp paper of value of **Rs.1000/-** (stamp duty to be paid by the bidder).
 - ii. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. Such practices will be deemed as fraudulent practices and also as breach of terms of contract and shall invite punitive action.

18. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- a) There will be a Security Deposit amounting to 5 % of the total value of the annual estimated quantity of the awarded items as per letter of Intent which shall be furnished by the successful bidder to the Tender Inviting Authority within the stipulated time period as per the LOI.

- b) The Security Deposit should be paid in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna in form of DD / Bank Guarantee (Scheduled Bank/Nationalized Bank) Payable at Patna within the stipulated time frame as per the LOI.

Special Category of Enterprise will have to deposit 50% of the performance security amount as per the provisions of Bihar Purchase Preference Policy 2024, Clause 13 (3).

- c) Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual obligations.

19. PURCHASE PROCEDURES

- a) As per the conditions outlined in the Procurement manual (dully approved by the Health Department, Government of Bihar) and in the best interest of people of Bihar in order to ensure uninterrupted supplies in the state, it is decided to have more than one source of supply specially in case of procurement of medicines considering their criticality and vitality. The following policy shall be adopted on splitting of quantities.

Where situation so warrants, tender quantity of one or all the item(s) may be split in favour of one or more firms on merit of each case and with the approval of TIA after giving due regards to the following: -

- i) Vital/Critical nature of the item.
- ii) Quantity to be procured.
- iii) Delivery requirements.
- iv) Capacity of Firms in the zone of consideration and
- v) Past performance of Firms.

The financial evaluation committee shall make counter offers thereafter to L2 and L3 at the rates accepted by L1 and the entire quantity shall be split among the L1 and agreed L1 bidders. The counter offer shall not be extended beyond L3 Bidder.

If both L2 and L3 bidder agree to match the L1 rate, then the splitting will depend on Percentage difference between the L1 and L2 offered rates (Quoted Price).

Price Difference between L1 and L2	Quantity distribution ratio between L1, L2,L3
Upto 3%	60:20:20
More than 3% and upto 5%	65:17.5:17.5
More than 5%	70:15:15

In case, either of L2 or L3 only accepts the counter offer then the splitting shall be done according to the following table.

Price Difference between L1 and L2/L3	Quantity distribution ratio between L1 and L2/L3
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	70:30

In case both L2 and L3 bidder disagree to match the L1 declared price and refuse to accept the counter offer, then 100% quantity shall be ordered to L1 only.

If on Financial evaluation two or more bidders are found to have L1 rates, then the total quantity shall be split in equal proportion (e.g.- if two bidders are found L1 then quantities shall be split in 50:50 proportion). In such a situation, offer will not be extended to L2 & L3 to match the price.

Notwithstanding the splitting ratios mentioned above, as per Clause 10 (1) of Bihar Purchase Preference Policy 2024, the “Local Enterprise” shall get purchase preference over “Non-Local Enterprise”, as per following procedure:

(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is a “Local Enterprise-”, then L1 is the selected as supplier for 100% quantity.

(b) If L1 is a “Non-Local Enterprise” then the following procedure for purchase preference shall be followed:

(i) 75% of the order quantity shall be awarded to L1.

(ii) The lowest bidder among the “Local Enterprise” within the margin of purchase preference will be invited to match the L1 price for the remaining 25% of the quantity, and contract for that quantity shall be awarded to such “Local Enterprise” subject to matching the L1 price. In case such lowest eligible “Local Enterprise” fails to match the L1 price or accepts less than the offered quantity, the next higher “Local Enterprise” within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by “Local Enterprise”, then such balance quantity may also be ordered to the L1 bidder.

Note: In case more than one local enterprise have quoted the same price and are within the margin of purchase preference, the applicable order quantity mentioned above shall be equally divided amongst those.

- b)** The supplier shall start supply of the products required by BMSICL at the destination mentioned in purchase order as per the schedule of supply.
- c)** The supplier shall supply the item(s) at the specified destination along with original invoice, Test reports of finished products for every batch, Delivery Challan and other relevant documents at the destinations. Any supply without the above documents will not be accepted and the said supply will be accepted only on the date of submission of the required document.
- d)** It is the duty of the supplier to supply products at the destinations mentioned in the Purchase Order and supply shall confirm to the conditions mentioned in the provisions of NIT, rate contract and directives of BMSICL.
- e)** Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of Liquidated Damages, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which BMSICL will not entertain any claim thereafter.

20. SUPPLY CONDITIONS

- a)** The drugs supplied by the successful bidder shall be of the Standard Quality and shall comply with the specifications, stipulations and conditions specified under Drugs and Cosmetics Act and Rules there under and also should confirm to Terms and Conditions laid down in NIT and Rate Contract/agreement.
- b)** The supplier shall supply the drugs required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.
- c)** Different purchase orders shall be billed separately. Under no condition single invoice for different Purchase Order shall be admitted.
- d)** The supply schedule is mentioned in clause 21 of this bid document.
- e)** Leaked, soiled, broken containers with damaged labels shall not be accepted.
- f)** The supplied Drugs must have 75% of shelf-life period in accordance with Schedule P of Drugs and Cosmetics Rules, 1945 and in case of vaccine and cold chain product minimum shelf-life period must be 75% as per the Schedule P of Drugs and Cosmetics Rules, 1945.

NOTE:-The shelf life conditions may be modified keeping in mind to favour General patients of state which may be decided by the Managing Director, BMSICL from time to time.

- g)** The bidder shall submit the certificate of analysis from an NABL Accredited Drug Testing Laboratory/Central Drug Laboratory/In House Quality Control Laboratory with necessary protocols for every batch of items supplied along with the consignment.
- h)** Bidder shall supply the product at the Drugs Warehouses of the Bihar Medical Service and Infrastructure Corporation Limited located at various places in Bihar and/ or the places/ points specified in purchase orders, by door delivery. If the items are wrongly delivered to the warehouses, expenditure incurred by the Corporation towards transporting the same to the destination warehouse shall be recovered from the supplier. *Wrong delivery at a different place will not form ground for claim of 'on time delivery.'* The consignment should be delivered at the destination on the scheduled date and mere dispatch on or before the scheduled date of delivery will not be deemed as compliance of the delivery schedule.
- i)** The supplier shall, after supply of drugs at the specified destinations, submit Invoice and other relevant documents etc., at the Head Office, BMSICL claiming payment for the supply made. Detailed provisions mentioned in clause 25 (d).
- j)** The supplier shall supply the drugs at the specified destination(s) and submit the copy of invoice, copy of the Purchase order, Test Report, Delivery Challan and other relevant documents at the destinations. For the purpose of this invoice shall specify the generic name of the drugs as tendered together with brand name if any. Where more than one batch of the drug is supplied under one invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each batch shall be specified. The quantity supplied shall be in terms of the units mentioned in the tender document. The suppliers are cautioned that the variation in the description of product in the invoice/analysis report and actual supplies will be considered as improper invoicing and will dealt with accordingly.
- k)** The bidder will be responsible for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority shall not be responsible for the excess quantity of drug received, for which no order is placed. In such cases, the bidder shall take back the excess quantity supplied at his own expenses within fifteen days from the date of such intimation. Unclaimed excess supplies will be disposed of by the Tender Inviting Authority at its discretion and demurrage of Rs.100/-per box per day will be levied for the retained period.
- l)** In event of drugs not being utilized within their shelf-life period, the firm shall replace Unspent/unused/expired stock by fresh stock with shelf life as per the clause 20(f)

without any extra cost unconditionally, within 90 days of intimation of the same failing which the security deposit shall be forfeited for the quoted product.

21.

	SUMMARY OF SCHEDULE						
Sl. No.	Activity		:	Time Limit			
1		Schedule of Dispatch Details					
	0th day		:	Letter of Intent (LOI)/Purchase Order or both			
	Within 15 days of LOI		:	The supplier shall submit agreement, the hard- copies of the documents submitted and other documents specified, copy of LOI duly signed and sealed on all pages in token of acceptance and the required Security Deposit.			
	Within 15 days of PO		:	The supplier shall furnish confirmed dispatch schedule. If the confirmed dispatch schedule is not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.			
2	Schedule of purchase order and Supply of drugs except vaccine and cold chain products		:	The schedule of supply of drugs except vaccine will be as follows.			
			:	No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply	
			:	Within 45 Days	50%	* After 60 th days penalty will be @ 0.5 % of value of unexecuted supply order per day upto 80 th day and afterwards @ 1% of unexecuted supply order per day subject to a maximum of 20% penalty	
			:	Within 60 Days	100%		
			:	Within 80 Days	*Unexecuted Supply		
3	Schedule of purchase order and Supply of vaccine, cold chain and blood Products.		:	The schedule of supply of vaccine and cold chain products will be as follows.			
			:	No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply	
			:	Within 75 Days	50%	* After 100 th days penalty will be @ 0.5 % of value of unexecuted supply order per day upto 120 th day and	
			:	Within 100 Days	100%		
			:	Within 120 Days	*Unexecuted Supply		

						afterwards @ 1% of unexecuted supply order per day subject to a maximum of 20% penalty
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* NOTE- i) Portal shall remained open to bidders for supplying the ordered quantity, uploading of invoices and other related document upto 75th day with applicable LD charges, wherever applicable.

ii) The supply conditions may be modified keeping in mind general welfare of patients/ people of state which may be decided by the Managing Director, BMSICL from time to time.

22. LOGOGRAMS

- a) Logogram and “BIHAR GOVERNMENT SUPPLY – NOT FOR SALE” shall appear in primary, secondary and tertiary packing of all products which will be bolder than those already printed on the label.
- b) All the tablets/capsules/Vials/Ampoules/ Bottles have to be supplied in standard pack size with printed logogram of proportionate size and shall also confirm to Schedule P1 of the Drugs & Cosmetics Act & Rules. Affixing of stickers and rubber stamps shall not be accepted. *Affixing of stickers will be permitted on request only in case of imported products on merits.*
- c) Supply of items without the logogram and/or “BIHAR GOVERNMENT SUPPLY – NOT FOR SALE” shall not be accepted.

23. PACKING

- a) 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 NIT. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperatures, humidity, salt and precipitation during transit and open storage. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided.
- b) The cap of the bottle shall not bear the name of the manufacturer.
- c) Leaked, soiled, broken containers with improper packaging, damaged labels shall not be accounted for the purpose of supply.
- d) Printed Packing Slip containing full details about the contents like Quantity, Batch No., Expiry date etc. should be pasted on every parcel.
- e) As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed in separate pack. Ampoules should be supplied with aluminum files for breaking them.

- f) Labelling on strips/vials/ampoules/I.V. fluids/boxes/cartons and other items should be clear and legible. Labels should be well stuck on to the container. If not, the supply may be rejected.
- g) All the tablets/capsules should be in strip packing. Loose packing shall not be accepted.
- h) The drugs shall also be supplied with bar coding conditions. (For details visit website www.gs1india.org)

A. Information to be Captured Through Bar Code on Medicine Packages

The data/information collected through the Bar Code printed at the package level of medicines must include the following details:

1. Unique product identification code
2. Drug code
3. Proper and generic name of the drug
4. Brand name
5. Name and address of the manufacturer
6. Batch number
7. Date of manufacturing
8. Date of expiry
9. Manufacturing license number
10. Quantity display (e.g., number of tablets/pills in the strip)

B. Guidelines for Bar Codes on Medicines

With regard to the Bar Code system for medicines, the following points should be kept in mind:

1. The Bar Code must be printed on every corner of the strip and should be clearly readable and scannable.
2. The Bar Code must remain scannable/ readable until the expiry date of the medicine.
3. In cases where there is insufficient space on the primary packaging (e.g., bottles, vials, ampoules), the Bar Code should be printed on each secondary package in a way that ensures it remains scannable.
4. The Bar Code must be compatible with scanning by both computers and mobile phone cameras.
5. The Bar Code must conform to GS1 standards.
6. All information related to the Bar Code (based on the Unique Identification Code) must be entered into the Drug and Vaccine Distribution Management System (DVDMS) to facilitate efficient distribution through the system.

C. A flat 2% of the total bill amount shall be deducted from the bills for the supplied drugs if the above- mentioned condition is not met.

- i) The packings/labels of two different products of a same supplier should be clearly distinct from each other.

24. QUALITY TESTING & QUALITY CONTROL

- a) All the batches of the drugs supplied shall be supported by test/ analysis reports furnished by independent NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory/In House Quality Control Laboratory. The TIA has the right to get the drugs

tested at the laboratories of his choice for further verifications, from BMSICL empanelled laboratories.

- b)** The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the BMSICL, in case of any adverse report in the field, the BMR/BPR for the particular batch of the product(s) supplied shall be produced when demanded.
- c)** Random samples of each supplied batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different BMSICL empanelled laboratories.
- d)** A flat 2% of total bill amount shall be deducted from the bills of the supply's drugs toward testing& handling charges of drugs from the suppliers as amended.
- e)** The drugs shall be of standard quality throughout the shelf-life period of the item. Samples can be drawn for quality testing periodically throughout the shelf-life period. If the sample is declared to be "NOT OF STANDARD QUALITY" or spurious or adulterated or misbranded, such batch / batches will be deemed to be rejected goods and action will be taken as per tender clause.
- f)** If the product / sample fails in quality test, every failed batch shall be taken back by the supplier at their own cost and BMSICL shall not be responsible for any damage during this period.
- g)** If a sample is found as not of standard quality by the Tender Inviting Authority, the distribution of NSQ batch will be frozen. The bidder will be liable for appropriate action as per the tender conditions and also for other legal actions under the Drugs & Cosmetics Act & Rules. The Tender Inviting Authority, at his discretion may terminate the Contract and in case of such termination, the supplier shall be liable for all losses sustained by the Tender Inviting Authority, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered from the Supplier as per the provisions of Law.

25. PAYMENT PROVISIONS

- a)** No advance payments towards costs of drugs will be made to the supplier.
- b)** Payments for supply will be considered only after supply of 50% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at a NABL accredited laboratory/Central Drug Laboratory is furnished along with the invoice in respect of each batch supplied along with the COA received from the empanelled

laboratories of BMSICL. Where it is observed that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.

- c) All payments will be made only by way of electronic fund transfer NEFT transfer. The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments as the Corporation has a system of publishing the status of payments. *All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc. as part of transparency policy.*
- d) All Bills/ Invoices should be raised in triplicate and should be drawn as per the rules and regulations in force and provisions in this tender in the name of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna. The original copy of invoice along with the test report to be submitted at the Regional Drug Warehouses/scheduled delivery points along with the supply, duplicate and triplicate copies of invoice should be submitted in Headquarters along with the test report and other related documents. No payment will be affected if the above provisions are not complied with. Provision laid in clause 20 (i) and (j) shall be referred and read in consonance of this.
- e) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced Level. Failure to supply at the reduced rate will be deemed as withdrawal from the tender and contract and shall be dealt accordingly. If supplies are made at higher rates after the rate of reduction, payments will be eligible at the reduced rates only.
- f) Fulfilling all the terms and conditions of the above said clause the payment will be released to the bidders within 30 days.

26. DEDUCTION OF PAYMENTS & PENALTIES

- a) All supply should be made within the stipulated time and as per the summary of schedule and quantity as mentioned in the bid document/PO.
- b) If the supply reaches the Drug Warehouses beyond the stipulated time as mentioned in Bid document, liquidated damages will be levied at the rates mentioned therein for the delayed supplies.
- c) Purchase orders will be cancelled under the conditions mentioned in Bid document after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier/ performance security.

- d) However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 10% (20 Days).
- e) If the supply is received in damaged condition, it shall not be accepted. The supplier shall have to replace the goods with damage and the penalty equal to the penalty for unexecuted supplies will be levied for the damaged goods and payments will be withheld till proper replacement.
- f) In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.
- g) In case, the supplier has completed the supply of only 75% or more of the ordered quantity and has failed to supply 100% of the Ordered quantity within the scheduled supply period, then 20% of the value of non-supplied quantity against each purchase order will be deducted/recovered from his performance security/any amount payable to supplier.

27. BLACK LISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

A: BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

If the Tenderer fails to execute the agreement / to deposit performance security / to perform the obligations under the tender conditions / commits default in the performance of the contract/agreement, such Tenderers will be blacklisted for a period of 2 years by BMSICL from the date of intimation besides forfeiture of EMD/Performance Guarantee. The Tenderers who have withdrawn after participating in the tender either fully or partially, the entire firm/company will be blacklisted for a period of 2 years from the date of intimation by BMSICL apart from forfeiture of the Security Deposit/EMD.

B. BLACKLISTING FOR QUALITY FAILURE QUALITY TEST BY THE EMPANELLED LABORATORIES OF BMSICL

1. Each and every batch of drugs/medicines supplied by the supplier shall be subjected to quality test by the Empanelled laboratories as per the procedure adopted by BMSICL.
2. If such Sample fails in *quality test for ASSAY* content of less than 50% as per the Government Analyst report, such product of the supplier will be de-registered/debarred for one year.
3. If 3 batches of a particular item supplied by the supplier is reported to be failing in ASSAY content (above 50% but below prescribed limit) and/or other parameters, then the particular item of the firm shall be blacklisted for minimum of two years besides forfeiture of Security Deposit of that particular product(s).
4. If the supplier supplied more than one item and 50% of such items are blacklisted, the firm is liable to be blacklisted for a period of 2 years from the date of intimation.

5. If a single batch of any product(s) supplied by the company/firm declared as Adulterated/spurious/ Misbranded by the Government Authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of 2 years from the date of intimation & forfeiture of security deposit.
6. If a particular item of the drug has been blacklisted the supplier is not eligible to participate in any of the tenders for that particular item floated by the BMSICL until the period of blacklisting is over.
7. If a supplier company/firm is blacklisted, such supplier is not eligible to participate in any of the tenders floated by the BMSICL until the period of blacklisting is over.

C: BLACKLISTING FOR NON-SUPPLY/ PART SUPPLY/DELAYED SUPPLY/NON-FULFILLMENT OF CONTRACT OBLIGATION: -

Notwithstanding various actions and penalties for non-supply and/or delayed supply of the drugs and medicines as stipulated in the terms and conditions of the tender, the BMSICL, shall take action against the supplier as follows:

- i. In case, the supplier is found to be habitual defaulter of delayed supply or not supplying the full quantity in time, the balance amount of performance security of such company shall be forfeited. No further supply order shall be given to them and company shall be barred from participating in any tender floated by BMSICL, further other punitive action such as blacklisting of the firm for a minimum period of 2 years from the date of intimation for blacklisting/debarring.
- ii. Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under Drugs and Cosmetics Act, 1940 or any other law of Land. BMSICL will display names of such blacklisted product(s) and company/firm on its website for general notice.

28. SAVING CLAUSE

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

29. APPLICABLE LAW & JURISDICTION OF COURTS

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) Any and all disputes arising out of this tender will be subject to the jurisdiction of courts of law / tribunals situated in Patna, Bihar only or the High Court of Patna only, as applicable.

30. RESOLUTION OF DISPUTES

- a) Dispute or difference of any kind shall if arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the Tender Document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as per the provision applicable for arbitration procedure under the **Bihar Public Works Contracts Disputes Arbitration Tribunal Act 2008**.
- b) In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Principal Secretary Health; Govt. of Bihar but if Managing Director/Principal Secretary is same then Dept. of Health will decide the arbitrator.
- c) **Venue of Arbitration:** The venue of arbitration shall be Patna, Bihar, India.

31. TAXES

Suppliers shall be entirely responsible for all taxes, duties, license fees and entry tax etc., incurred until delivery of the contracted Goods to the ***Consignee as stated in the bid document***.

32. 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://eproc2.bihar.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):**The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e- Procurement websites

before participating in the tendering process. The bidder may use their DSC if they already have the DSC. They can also take the DSC from any one of the authorized agencies. For user-id they have to get registered themselves on e-Procurement website www.eproc2.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the tender inviting authority for the Tenders published in e-Procurement platform.

- 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) **Participation in more than one item:** A prospective Tenderer shall be allowed to offer rate as per his or her choice subject to fulfillment of conditions laid down hereinabove.
- e) **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).

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.

Sd/-
(MANAGING DIRECTOR, BMSICL)
(Tender Inviting Authority)

Annexure-I
Tender Product List

Sl. No.	Name of the medical items	Specification	Dosage form	Pack Size	Estimated Tendered Qty.
1	Zidovudine syrup	10 mg/ml	Syrup	100 ml Bottle	2,400
2	Atazanavir 300mg + Ritonavir 100mg	300mg + 100mg	Tablet	Bottle	1,50,000
3	Abacavir 600 mg + Lamivudine 300 mg	600mg + 300mg	Tablet	Bottle	10,00,000
4	Abacavir 60mg + Lamivudine 30mg	60mg + 30mg	Tablet	Bottle	85,00,000
5	Lopinavir 40 mg + Ritonavir 10 mg pellets	40mg + 10mg	Pellet	Bottle	4,500
6	Nitazoxanide	500 mg	Tablet	Bottle	3,50,000
7	Flucytosine	500 mg	Tablet	Bottle	8,000
8	Gancyclovir	500 mg	Injection	Bottle	5,000
9	Gancyclovir	250 mg	Capsule	Bottle	17,000
10	Secnidazole	2 gm	Tablet	Pack	7,00,000
11	Crystalline Penicillin	2 lakh unit	Injection	Vial	20,000
12	Procaïn Penicillin	2 lakh unit	Injection	Vial	20,000

Note: Tendered quantity is just a tentative quantity and shouldn't be treated as final. It may increase or decrease, as per need of the State. Keeping this in mind, the supplier isn't allowed to seek termination of the Rate Contract after finishing supply of tendered quantity.

AFFIDAVIT FOR NON-BLACKLISTING

I _____ Managing Director/Director / Partner / Proprietor of M/s. _____ having its manufacturing or import unit / registered office at _____ do hereby declare that the firm & its quoted product have not been blacklisted/debarred currently (as on the date of submission of the tender) by Central Government/Central Government Agencies/any state government/any of the state government agencies/any Drug Procurement Agencies or by BMSICL. We are eligible to participate for the following quoted products:

S.N.	Nit S. N.	Name of Drugs

Date: Signature

Seal:

**(Authorised Signatory)
Name and Address of the Bidder**

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

LIST OF ITEMS QUOTED

Tender No.: BMSIC/DRUGS/26-11

Bidder Name:

S.N.	Nit S N.	Name of the Drug	Specification	Pack size/ Strip size	Dosages Form	Whether Manufacturer/ Importer	Mfg. /Import License No. And Date	HSN CODE	GST %	Date of issue of product approval BY licensing authority	Mfg./Import License and product approval valid up to
1											
2											
3											
4											
5											

Date:

Signature

Seal:

**(Authorised Signatory)
Name and Address of the Bidder**

AFFIDAVIT (Acceptance of tender conditions)

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.

Yours faithfully,

Date: Signature

Seal:

**(Authorised Signatory)
Name and Address of the Bidder**

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

Bidder Information/Bidder Details

Sl. No.	Name of the Particulars	The bidder shall fill required Information
1	Name of the Bidders (Manufacture / Importer) including registered address	
2	Name of Prime Manufacture (<i>ONLY FOR IMPORTERS</i>)	
3	Country of origin/registration: (<i>ONLY FOR IMPORTERS</i>)	
4	Legal status of the Bidder (Proprietorship/ Partnership/ Pvt. Ltd. Company/ Limited Company)	
5	Contact details of the bidder (Ph./ fax/ email)	
6	Name of Proprietor/ Managing Director/ Partners (as the case may be) with address	
7	Name and designation of authorized signatory	
8	Bank Details Name and address of Bank: Bank Account No.: IFSC Code of the Bank:	

Date:-

Place:-

(Authorised Signature)

Name of the authorised signatory

With full address

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED				
CHECK LIST FOR SUBMISSION OF TENDER				
S. N.	Technical Eligibility Criteria as per NIT	Yes/No	Page No.	Remarks
1	Constitution of the Bidding Company/Firm such as Memorandum of Association and Article of Association with complete address. As per Clause 3(c).			
2	Power of Attorney or Resolution of Board by which the authorised signatory has been authorised by bidder firm to sign the documents. As per Clause 3(e) of the NIT.			
3	List of item Quoted in prescribed format as Annexure III as per Clause 3(o).			
4	Minimum three years old valid Manufacturing License of the quoted product. Manufacturing License along with approved product list must be valid till the last date of the submission of tender. Market standing certificate & Manufacturing certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years. The Market Standing Certificate must have been issued within preceding one year from the last date of submission of tender (Certificate should be enclosed with list of items) except for the drugs falling under the category of 'New Drug' as defined by CDSCO (Central Drugs Standard Control Organisation). If permission in Form 46 from DCGI has been obtained, then the 3 years Manufacturing & Market standing clause will be relaxed. The provisions of Rule 122 E of Drugs and Cosmetics Act rule 1945 shall be applicable. Explanation- In case of Importers Permission in Form 45 from DCGI is required as Per Drugs & Cosmetics Act 1940 & Rules 1945. For drugs with a patent that expired less than 2 years ago from the last date of bid submission: Non-patent holding bidders should submit a valid Market Standing Certificate and valid drug license, issued by the State Drug Licensing Authority in support of the claim. Bidders will be eligible only if one batch of new drug has been successfully manufactured/ imported for commercial use at the time of bidding. Bidders should submit document regarding patent expired less than 2 years ago from the last date of bid submission. For all regulated products, the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCGI less than two years ago. A certificate from DCG (I) shall be required for all new regulated products to this effect. FFS (Flow Fill & Seal Process) Technology will be accepted wherever applicable. Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed) (as applicable). Bidders shall submit self-attested copies of required manufacturing license and approved product list in support of above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it			
5	All Quoted products should be accompanied by their invoices, statement and import License showing that the quoted product are being imported and sold in India by the bidder (Importer) firm minimum for last three years. Import license must be valid on the last date of submission of tender. As per clause 3(g).			

6	Self-attested copies of Market Standing Certificate (in India) of minimum three years issued by the concerned Licensing Authority from Drugs Control Department for the quoted product. The Market Standing Certificate must have been issued within preceding one year from the last date of submission of tender. As per Clause 3(h).			
7	Self-attested copy of Non-Conviction Certificate (NCC) issued by the concerned Licensing Authority from Drugs Control Administration of the state for last three years should be submitted (wherever applicable). It should be not more than one year old. Self-attested copies are to be submitted” As per Clause 3(i).			
8	Self-attested copies of WHO-GMP/GMP (Good Manufacturing Practice) as per revised Schedule- ‘M’/COPP Certificate of the manufacturing unit issued by the Licensing Authority/Drugs Control Department, (wherever applicable). The GMP certificate must not be older than one year from the date of publication of tender. Self-attested copies are to be submitted. As per clause 3(j).			
9	Self-attested copies of Maximum Production Capacity Certificate (Section wise) issued by concerned Licensing Authority from Drugs Control Department highlighting the quoted product section (wherever applicable). Self-attested copies are to be submitted. In case of Importer, an affidavit (with Stamp) sworn before first class magistrate/ Notary stating the batch production capacity of the firm and also that said production (Importing) capacity shall be adequate for requirement laid in NIT. Importer will have also to submit Invoices/evidence of import in items of said product with quantity details. As per Clause 3(k).			
10	An affidavit (with stamp) sworn before first class magistrate/Notary stating that the firm & its quoted product is not black listed/Debarred currently (as on date of submission of the tender) by Central Government/ Central Government Agencies/any state government/any of the state government agencies/any Drug Procurement Agencies or by BMSICL as per Annexure II (clause 3(n) of NIT).			
11	EMD details (BG number and date with issuing bank) as per Clause 3(b).			
12	Tender Fee (Non –Refundable) of Rs 10,000/- + GST @18%, Total Rs 11,800/- shall be submitted online (On Eproc-2) as per Clause 3(a).			
13	Self-attested copies of the Audited Annual Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than 25 (Twenty-Five) Crores for any three of the last four consecutive financial years. (Auditor/ C.A. Certificate of turnover will not be accepted). It’s mandatory for the firm to provide a document for the Unique Document Identification Number (UDIN) to verify the documents. As per Clause 3(l).			
14	Self-attested copy of Income Tax Return for any three of last four consecutive Assessment years. As per Clause 3(m).			
15	Self-attested copy of PAN Card of the Bidder Company. As per Clause 3(p).			
16	Self-attested copy of Certificate of valid GST registration of the bidder company. As per Clause 3(q).			
17	Affidavit (with stamp) declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per Annexure IV (Clause 5(k) of NIT).			

Date:
Signature
Seal:

(Authorised Signatory)
Name and Address of the Bidder

Annexure – VI-A

(Applicable for Tenders under Bihar Purchase Preference Policy 2024)

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED				
CHECK LIST FOR SUBMISSION OF TENDER				
S. N.	Technical Eligibility Criteria as per NIT	Yes/No	Page No.	Remarks
1	Documentary evidence of constitution of the Bidding Company/Firm/Proprietorship such as Memorandum of Association and Article of Association, Partnership Deed etc. with complete address (As per Clause 3(c)) Documentary evidence of Micro and Small Enterprises (MSEs) acknowledged with Udyam Registration or Start-ups establishing eligibility as per Bihar Start Up Policy 2022 as amended time to time, with complete address (As per Clause 3 (r) & Clause 9 of Bihar Purchase Preference Policy 2024)			
2	Details of Bidder Name, Address, Telephone Number, Fax. Number, e-mail address of the bidder and of the Managing Director / Partners / Proprietor should be submitted in Annexure-V (As per Clause 3(d))			
3	Power of Attorney or Resolution of Board by which the authorised signatory has been authorised by bidder firm to sign the documents. As per Clause 3(e) of the NIT.			
4	List of item Quoted in prescribed format as Annexure III as per Clause 3(o).			
5	Minimum three years old valid Manufacturing License of the quoted product. Manufacturing License along with approved product list must be valid till the last date of the submission of tender. Market standing certificate & Manufacturing certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years. The Market Standing Certificate must have been issued within preceding one year from the last date of submission of tender (Certificate should be enclosed with list of items) except for the drugs falling under the category of 'New Drug' as defined by CDSCO (Central Drugs Standard Control Organisation). If permission in Form 46 from DCGI has been obtained, then the 3 years Manufacturing & Market standing clause will be relaxed. The provisions of Rule 122 E of Drugs and Cosmetics Act rule 1945 shall be applicable. Explanation- In case of Importers Permission in Form 45 from DCGI is required as Per Drugs & Cosmetics Act 1940 & Rules 1945. For drugs with a patent that expired less than 2 years ago from the last date of bid submission: Non-patent holding bidders should submit a valid Market Standing Certificate and valid drug license, issued by the State Drug Licensing Authority in support of the claim. Bidders will be eligible only if one batch of new drug has been successfully manufactured/ imported for commercial use at the time of bidding. Bidders should submit document regarding patent expired less than 2 years ago from the last date of bid submission. For all regulated products, the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCGI less than two years ago. A certificate from DCG (I) shall be required for all new regulated products to this effect. FFS (Flow Fill & Seal Process) Technology will be accepted wherever applicable. Valid Pollution Control Clearance Certificate in accordance with Water [Prevention and control of Pollution] Act, 1974 & Air [Prevention and control			

	of Pollution] Act, 1981 and Hazardous Wastes (Management, Handling & Trans Boundary Movement) Rules 2008 (Self Attested Copy of Certificate to be enclosed) (as applicable). Bidders shall submit self-attested copies of required manufacturing license and approved product list in support of above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it. Special Category of Enterprises comprising Micro and Small Enterprises (MSEs) situated and operating in Bihar acknowledged with Udyam Registration and Start-ups (as defined in Bihar Start Up Policy 2022 as amended from time to time) shall have relaxations of 50 % on age of the firm provided, they meet technical specifications of quoted products (As per Clause 14 (b) & Clause 13 (2) of Bihar Purchase Preference Policy 2024).			
6	All Quoted products should be accompanied by their invoices, statement and import License showing that the quoted product are being imported and sold in India by the bidder (Importer) firm minimum for last three years. Import license must be valid on the last date of submission of tender. As per clause 3(g).			
7	Self-attested copies of Market Standing Certificate (in India) of minimum three years issued by the concerned Licensing Authority from Drugs Control Department for the quoted product. The Market Standing Certificate must have been issued within preceding one year from the last date of submission of tender. As per Clause 3(h). Special Category of Enterprises comprising Micro and Small Enterprises (MSEs) situated and operating in Bihar acknowledged with Udyam Registration and Start-ups (as defined in Bihar Start Up Policy 2022 as amended from time to time) shall have relaxations of 50 % on age of the firm provided, they meet technical specifications of quoted products (As per Clause 14 (b) & Clause 13 (2) of Bihar Purchase Preference Policy 2024).			
8	Self-attested copy of Non-Conviction Certificate (NCC) issued by the concerned Licensing Authority from Drugs Control Administration of the state for last three years should be submitted (wherever applicable). It should be not more than one year old. Self-attested copies are to be submitted” As per Clause 3(i).			
9	Self-attested copies of WHO-GMP/GMP (Good Manufacturing Practice) as per revised Schedule- ‘M’/COPP Certificate of the manufacturing unit issued by the Licensing Authority/Drugs Control Department, (wherever applicable). The GMP certificate must not be older than one year from the date of publication of tender. Self-attested copies are to be submitted. As per clause 3(j).			
10	Self-attested copies of Maximum Production Capacity Certificate (Section wise) issued by concerned Licensing Authority from Drugs Control Department highlighting the quoted product section (wherever applicable). Self-attested copies are to be submitted. In case of Importer, an affidavit (with Stamp) sworn before first class magistrate/ Notary stating the batch production capacity of the firm and also that said production (Importing) capacity shall be adequate for requirement laid in NIT. Importer will have also to submit Invoices/evidence of import in items of said product with quantity details. As per Clause 3(k).			
11	An affidavit (with stamp) sworn before first class magistrate/Notary stating that the firm & its quoted product is not black listed/Debarred currently (as on date of submission of the tender) by Central Government/ Central Government Agencies/any state government/any of the state government agencies/any Drug Procurement Agencies or by BMSICL as per Annexure II (clause 3(n) of NIT).			
12	EMD details (BG number and date with issuing bank) as per Clause 3(b). Exemption from payment of EMD to Special Category Enterprises comprising Micro and Small Enterprises (MSEs) situated and operating			

	in Bihar acknowledged with Udyam Registration and Start-ups (as defined in Bihar Start Up Policy 2022 as amended time to time) (As per Clause 6 (b))			
13	Tender Fee (Non –Refundable) of Rs 10,000/- + GST @18%, Total Rs 11,800/- shall be submitted online (On Eproc-2) as per Clause 3(a). Tender Sets shall be made available to Special Category Enterprises comprising Micro and Small Enterprises (MSEs) situated and operating in Bihar acknowledged with Udyam Registration and Start-ups (as defined in Bihar Start Up Policy 2022 as amended time to time) (As per Clause 5 (b))			
14	Self-attested copies of the Audited Annual Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than 25 (Twenty-Five) Crores for any three of the last four consecutive financial years. (Auditor/ C.A. Certificate of turnover will not be accepted). It's mandatory for the firm to provide a document for the Unique Document Identification Number (UDIN) to verify the documents. As per Clause 3(l). The criteria of turnover shall be relaxed by 50 % for Special Category Enterprises comprising Micro and Small Enterprises (MSEs) situated and operating in Bihar acknowledged with Udyam Registration and Start-ups (as defined in Bihar Start Up Policy 2022 as amended time to time) (As per Clause 3 (r) & Clause 13 (2) of Bihar Purchase Preference Policy 2022)			
15	Self-attested copy of Income Tax Return for any three of last four consecutive Assessment years. As per Clause 3(m).			
16	Self-attested copy of PAN Card of the Bidder Company. As per Clause 3(p).			
17	Self-attested copy of Certificate of valid GST registration of the bidder company. As per Clause 3(q).			
18	Affidavit (with stamp) declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per Annexure IV (Clause 5(k) of NIT).			
19	Minimum Local Content requirement for goods is 30 % (As per Clause 6 (1) and Verification of Local Content to be done as per Clause 16 (1) & (2) of Bihar Purchase Preference Policy 2024.			

Date:
Signature
Seal:

(Authorised Signatory)
Name and Address of the Bidder

ANNEXURE VII**FORMAT OF BANK GUARANTEE OF EARNEST MONEY DEPOSIT**

To,

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

WHEREAS _____ (Name and address of the Company)
(Hereinafter called “the bidder”) has undertaken, in pursuance of tender
no _____ dated _____ (herein after called “the tender”) to
participate in the tender of The Bihar Medical Services and Infrastructure Corporation Limited,
(2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society,
Bihar, Patna- 800014) with (Description of goods and supplies)

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall
furnish you with a bank guarantee should be payable at Patna by a scheduled commercial bank
recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its
obligations in accordance with the tender;

AND WHEREAS we have agreed to give the bidder ----- (name and address)
such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on
behalf of the bidder, up to a total amount of _____ (Amount of the
guarantee in words and figures), and we undertake to pay you, upon your first written demand
declaring the bidder to be in default under the tender conditions and without cavil or argument,
any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to
prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before
presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the Tender Documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).

The Conditions of this are as follows: -

1). If after bid opening the bidder withdraws his bid during the period of bid Validity specified in the form of bid;

OR

2). If the bidder having notified to the acceptance of his bid by the employer during the period of bid validity;

a) Fails or refuses to execute the form of agreement in accordance with the instruments to bidders, if required or

b) Fails or refuses to furnish the performance security, in accordance with the instruction to bidders.

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Bihar Medical Services and Infrastructure Corporation Limited.

This Guarantee will remain in force up to ----- (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of -----(Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged

from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Bank Details of BMSICL:-

**Account Holder Name:-Bihar Medical Services & Infrastructure Corporation
Limited**

Account No. - :- 0140104000111072

IFS Code of Bank :- IBKL0000140

Bank Name :- IDBI Bank, Main Branch, Patna

Branch Name :- Uma Complex, Frazer Road, Patna-1

Note:- The Bank Guarantee must be from Scheduled Bank/Nationalized Bank payable at Patna, Bihar.

AFFIDAVIT (Self Declaration for Lowest Rate Quotation)

From:-

M/s.....

To Managing Director,
BMSICL, Patna

I, _____ Son / Daughter / Wife of
Shri _____ do hereby declare that the quoted prices for the Drugs as
mentioned in the financial Bid sheet of the bid document are the lowest offered rates as compared to the
rates provided to any of our Distributors/Dealers/Wholesalers/Carrying and Forwarding Agents/Authorized
depot sales point in the State of Bihar.

Yours faithfully.

Date:

Signature:

Seal:

(Authorised Signatory)

Name and Address of the Bidder

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

Undertaking Regarding Signing of Agreement within 15 Days of Issuance of Letter of Intent

I,[Name] [Designation] at
[Company/Organization Name], hereby undertake to sign the agreement with BMSICL within 15 days of the issuance of the Letter of Intent, if declared L1.

I acknowledge the importance of expeditiously concluding the contractual formalities to facilitate the commencement of our business relationship and to ensure timely execution of the project. I understand that failure to adhere to the stipulated timeline may result in adverse consequences for both parties, including but not limited to project delays and financial implications.

I assure you that I will make all necessary arrangements and allocate the required resources to ensure the timely signing of the agreement. Additionally, I will maintain open communication channels with all relevant stakeholders to expedite the process effectively.

I also undertake to maintain transparent communication with BMSICL throughout this period, promptly addressing any queries or concerns that may arise and providing regular updates on the status of the agreement.

This undertaking is made voluntarily and in good faith, with the understanding that strict adherence to the agreed-upon timeline is essential for the mutual benefit of both parties.

Yours sincerely,

[Signature]

[Name and Designation]

निबंधन संख्या पी0टी0-40



बिहार गजट

असाधारण अंक

बिहार सरकार द्वारा प्रकाशित

16 श्रावण 1946 (श10)

(सं0 पटना 749) पटना, बुधवार, 7 अगस्त 2024

वित्त विभाग

अधिसूचना

7 अगस्त 2024

सं०-एम-04-03/2021-8550/वि०- राज्य में वस्तुओं एवं सेवाओं की अधिप्राप्ति में स्थानीय औद्योगिक इकाईयों/उद्यम को प्राथमिकता हेतु बिहार वित्त नियमावली, 1950 के नियम-131 (ख) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए राज्य सरकार निम्न नीति गठित करती है।

अध्याय 1 – प्रारंभिक

1. संक्षिप्त नाम, विस्तार और प्रारंभ।-

- (1) इस नीति को बिहार खरीद अधिमानता नीति, 2024 कहा जाएगा।
- (2) यह पूरे बिहार राज्य में प्रवृत्त होगा।
- (3) यह राजकीय राजपत्र में प्रकाशन के साथ ही तुरंत प्रभाव से लागू होगा।

2. उद्देश्य।- इस नीति के निम्नलिखित उद्देश्य होंगे :-

- (1) बिहार राज्य में स्थानीय औद्योगिक इकाइयों/उद्यमों की वृद्धि में सहयोग करना और राज्य के स्थानीय लोगों के लिए रोजगार के अधिकाधिक अवसर पैदा करना,
- (2) बिहार के सूक्ष्म एवं लघु उद्यमों (एम.एस.ई.) और स्टार्ट-अप इकाइयों पर विशेष ध्यान के साथ क्रेता इकाईओं (प्रोक्योरमेंट एंटीटी) द्वारा की जाने वाली खरीद में स्थानीय औद्योगिक इकाइयों/उद्यमों की भागीदारी बढ़ाना, और
- (3) बिहार के सूक्ष्म एवं लघु उद्यमों (एम.एस.ई.) और स्टार्ट-अप इकाइयों पर विशेष ध्यान के साथ स्थानीय औद्योगिक इकाइयों/उद्यमों के बीच प्रतिस्पर्धा में वृद्धि करना।

3. परिभाषाएं।-

- (1) “बिहार के सूक्ष्म एवं लघु उद्यम (बी.एम.एस.ई.)” का आशय एक सूक्ष्म एवं लघु उद्यम से है जिसकी बिहार के प्रादेशिक अधिकार-क्षेत्र में अपनी उत्पादन सुविधाएं मौजूद हों, जिसके पास वैध उद्यम निबंधन हो और जो स्थानीय सामग्री संबंधी न्यूनतम आवश्यकताओं को प्राप्त करता हो।
- (2) “परामर्श सेवाओं” में बहुत सारी सेवाएं शामिल हैं जो सलाह या पेशेवर प्रकृति की हों और परामर्शदाताओं द्वारा दी जाती हों। आम तौर पर इन सेवाओं में निपुण या रणनीतिक सलाह देना, जैसे कि प्रबंधकीय परामर्श, नीतिगत परामर्श या संवादमूलक परामर्श देना शामिल है। सलाहमूलक

- और परियोजना से संबंधित परामर्श सेवाओं के उदाहरण संभाव्यता अध्ययन, परियोजना प्रबंधन अभियंत्रण सेवाएं, वास्तुकला सेवाएं, वित्तीय लेखाकरण एवं कराधान सेवाएं, प्रशिक्षण एवं विकास आदि हैं। इसमें ऐसे लघु निर्माण कार्य या वस्तुओं की आपूर्ति अथवा अन्य सेवाएं शामिल हैं जो ऐसी सेवाओं के साथ अभिन्न हों या उनकी आनुपंगिक हों बशर्ते कि उन कार्यों या वस्तुओं अथवा दोनों का मूल्य खुद परामर्श सेवाओं के मूल्य से अधिक नहीं हो।
- (3) **“औद्योगिक इकाइयों/उद्यमों”** का, जिनका उल्लेख इसके बाद ‘उद्यम’ के रूप में किया जाएगा, वही अर्थ होगा जो सूक्ष्म, लघु एवं मध्यम उद्यम विकास अधिनियम, 2006 (देखें धारा 2 (ई)), समय-समय यथा संशोधित, में परिभाषित है।
- (4) **“वस्तुओं”** का आशय बिहार वित्त नियमावली, 2005 के नियम 125, समय-समय पर यथा संशोधित, के अनुसार होने वाली सभी वस्तुओं से है और इनमें वस्तुओं की आपूर्ति से अभिन्न सेवाएं तथा निर्माण कार्य भी शामिल हैं बशर्ते कि उन कार्यों या वस्तुओं अथवा दोनों का मूल्य खुद उन वस्तुओं के मूल्य से अधिक नहीं हो।
- (5) **“एल1”** का अर्थ है किसी निविदा, बोली प्रक्रिया या अन्य खरीद निवेदन में प्राप्त न्यूनतम निविदा या न्यूनतम बोली या न्यूनतम उद्धृत कीमत, जैसा कि निविदा या अन्य खरीद निवेदन के अनुसार मूल्यांकन की प्रक्रिया में निर्धारित किया गया हो।
- (6) **“स्थानीय सामग्री”** (लोकल कंटेंट) का आशय बिहार में मूल्यवर्धित राशि से है जो इस नीति के अंतर्गत सक्षम प्राधिकारी द्वारा अन्यथा निर्धारित नहीं होने पर (निवल घरेलू अप्रत्यक्ष करों को छोड़कर) खरीदी गई सामग्रियों के कुल मूल्य में से कुल मूल्य के अनुपात में प्रतिशत में बिहार के बाहर से खरीदी गई सामग्रियों का मूल्य घटाने के बाद शेष राशि होगी।
- (7) **“स्थानीय औद्योगिक इकाई/उद्यम”** इसके बाद ‘स्थानीय उद्यम’ के रूप में वर्णित, का आशय ऐसे उद्यम से है जिसके द्वारा खरीदने के लिए पेश की गई वस्तुएं या सेवाएं इस नीति के तहत निर्धारित न्यूनतम स्थानीय सामग्री या अन्य संबंधित मापदंडों को पूरा करती हों। इसमें कड़िका (क्लॉज) 9 में परिभाषित ‘विशेष श्रेणी के उद्यम’ भी शामिल होंगे।
- (8) **“खरीद अधिमानता की अन्तर”** का अर्थ वह अधिकतम सीमा है जहां तक किसी ‘स्थानीय उद्यम’ द्वारा उद्धृत कीमत खरीद अधिमानता के उद्देश्य से ‘एल1’ से अधिक हो सकती है।
- (9) **“सूक्ष्म उद्यम”** का वही अर्थ होगा जो सूक्ष्म, लघु एवं मध्यम उद्यम विकास अधिनियम, 2006 एवं समय-समय पर यथा संशोधित, में परिभाषित है।
- (10) **“नोडल विभाग”** का अर्थ इस नीति का अनुसरण करने के लिए चिह्नित विभाग से है, जो विभिन्न श्रेणियों (जैसे कि वस्तुओं या सेवाओं) की खरीद के लिए, जिनके लिए राज्य में पर्याप्त क्षमता और स्थानीय प्रतिस्पर्धा मौजूद है, खरीद अधिमानता के उद्देश्य से क्रय की विषय-वस्तु को अधिसूचित करेगा। “उद्योग विभाग” वस्तुओं की खरीद के लिए नोडल विभाग है और सेवाओं की खरीद के लिए संबंधित प्रशासी विभाग नोडल विभाग होंगे।
- (11) **“गैर-स्थानीय औद्योगिक इकाई/उद्यम”** (इसके बाद से ‘गैर-स्थानीय उद्यम’ के रूप में वर्णित) का अर्थ ऐसा उद्यम है जिसके द्वारा खरीद के लिए पेश की गई वस्तुओं या सेवाओं में स्थानीय सामग्री (कंटेंट) इस नीति के तहत स्थानीय उद्यम के लिए निर्धारित सामग्री से कम है।
- (12) **“अन्य सेवाओं”** (कुछ मामलों में ‘गैर परामर्शी सेवाएं’ शब्द सहित) को अपवर्जन के बतौर उन सेवाओं के लिए परिभाषित किया गया है जिन्हें परामर्शी सेवाओं के रूप में वर्गीकृत नहीं किया जा सकता है। अन्य सेवाओं में वैसे नियमित पुनरावर्ती भौतिक या प्रक्रियागत अबैदिक परिणाम शामिल हैं जिनके लिए परिमाण और निष्पादन संबंधी मानदंड ठोस ढंग से चिह्नित किए जा सकते हैं और उनको लगातार उपयोग में लाया जा सकता है तथा उनके आधार पर बोली लगाई और सविदा प्राप्त की जा सकती है। इसमें ऐसे लघु निर्माण कार्य या वस्तुओं की आपूर्ति अथवा परामर्श सेवाएं शामिल हैं जो ऐसी सेवाओं से अभिन्न हों या उनकी आनुपंगिक हों बशर्ते कि उन लघु निर्माण कार्यों या वस्तुओं अथवा परामर्श सेवाओं का मूल्य या इन सभी का संयुक्त मूल्य खुद अन्य सेवाओं के मूल्य से अधिक नहीं हो। अन्य सेवाओं में परिवहन सेवाएं; लॉजिस्टिक्स; कैरिंग एण्ड फॉरवर्डिंग (सी एंड एफ सर्विसेज), कोरियर सेवाएं; कार्यालय/ भवनों/प्रांगणों आदि का साज-संभाल और रख-रखाव (सिविल और विद्युत संबंधी कार्यों से भिन्न); ड्रिलिंग; एरियल/ड्रोन फोटोग्राफी; उपग्रह से चित्र खींचना; मानचित्रण और ऐसे अन्य निर्माण कार्य आदि शामिल हो सकते हैं।
- (13) **“क्रेता ईकाई”** : इस नीति के उद्देश्य से ‘क्रेता ईकाई’ (प्रोक्योरिंग एंटीटी) का अर्थ है –
- (क) राज्य सरकार का कोई विभाग या उससे संबंधित अथवा अधीनस्थ कार्यालय;
 - (ख) भारतीय संविधान द्वारा स्थापित या गठित कोई निकाय जिसके व्यय का वहन राज्य की संचित निधि से किया जाता है;
 - (ग) राज्य विधानमंडल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या पद या निगम अथवा सार्वजनिक उपक्रम या प्राधिकार अथवा इकाई या न्यास या स्वायत्त निकाय

(चाहे जिस नाम से जाना जाय) अथवा राज्य सरकार द्वारा स्थापित एवं नियंत्रित या वित्त पोषित कोई निकाय;

(घ) कोई अन्य निकाय जिसको राज्य सरकार इस नीति के उद्देश्य से अधिसूचना के द्वारा क्रेता इकाई के रूप में निर्दिष्ट करे, जो निकाय होने के नाते राज्य सरकार से पर्याप्त वित्तीय सहायता प्राप्त करता है और उस हद तक ऐसी सहायता का उपयोग संबंधित खरीद के लिए करता हो।

(14) “सेवा” का आशय वस्तुओं या निर्माण कार्य से भिन्न किसी खरीद की विषय-वस्तु से है और उसमें भौतिक, अनुरक्षण, पेशेवर, बौद्धिक, परामर्श और सलाह संबंधी सेवाएं या किसी क्रेता इकाई द्वारा इस रूप में वर्गीकृत या घोषित कोई अन्य सेवा शामिल है और जिसमें किसी क्रेता इकाई द्वारा की गई किसी व्यक्ति की नियुक्ति शामिल नहीं है।

(15) “लघु उद्यम” का वही अर्थ होगा जो सूक्ष्म, लघु एवं मध्यम उद्यम विकास अधिनियम, 2006 एवं समय-समय पर यथा संशोधित, में परिभाषित है।

(16) विशेष कोटि के उद्यम का अभिप्राय बिहार में अवस्थित एवं संचालित तथा “उद्यम” निबंधन द्वारा मान्यता प्राप्त सूक्ष्म एवं लघु उद्यम इकाई सहित स्टार्ट अप (जैसा कि बिहार स्टार्ट-अप नीति, 2022 यथा समय-समय पर संशोधित, में परिभाषित है) से है।

4. अनुप्रयोज्यता I—

(1) यह नीति नीचे दिये गये उप-कंडिका (2), (3) और (4) के अंतर्गत दी जाने वाली छूटों के अधीन सभी क्रेता इकाईओं पर लागू होती है।

(2) बाह्य सम्प्रेषित परियोजनाओं में, ऐसी परियोजनाओं के शर्तों में तय क्रय प्रक्रियाएं बिहार वित्त नियमावली के नियम 30 (xviii), समय-समय पर यथा संशोधित, द्वारा अनुशासित होंगी।

(3) बशर्ते कि अनुमति देने के पहले वित्त विभाग खुद को संतुष्ट कर लेगा कि ऐसी सहायता या समझौता के शर्तों में निर्धारित क्रय की प्रक्रिया “क्रय प्रक्रिया में पारदर्शिता, प्रतिस्पर्धा, निष्पक्षता और मनमानी की समाप्ति” तथा “सार्वजनिक क्रय प्रणाली में कुशलता, मितव्ययिता और उत्तरदायित्व” के साथ संगतिपूर्ण है। (देखें समय-समय पर संशोधित बिहार वित्त नियमावली, 2005 का नियम 131आर और 131एस)।

(4) इस संबंध में वित्त विभाग द्वारा जारी की जाने वाली ऐसी अधिसूचनाओं के अधीन, इस नीति के अध्याय 2 के प्रावधान निम्नलिखित पर लागू नहीं होंगे :

(क) कोई ऐसी खरीद जिसमें उसका अनुमानित व्यय या मूल्य वित्त विभाग द्वारा अधिसूचना के जरिए खरीद या क्रेता इकाईओं के विभिन्न वर्गों अथवा श्रेणियों के लिए निर्धारित किए जाने वाले मूल्य सीमा से कम हो;

(ख) आपदा प्रबंधन अधिनियम, 2005 (2005 का केंद्रीय अधिनियम सं. 53) की धारा 2 के कंडिका (डी) में परिभाषित किसी आपदा के प्रबंधन के लिए आवश्यक आपात खरीद;

(ग) संसदीय, विधान सभा, पंचायत और स्थानीय निकाय के चुनावों के तहत आकस्मिक खरीद;

(घ) उप-कंडिका (3)(13) के तहत वर्णित किसी क्रेता इकाई द्वारा अपनी आनुपंगिक कंपनी या संयुक्त उपक्रम कंपनी से खरीद, जिसमें उस क्रेता इकाई का पचास प्रतिशत से अधिक हिस्सा हो;

(ङ) उचित रूप से अधिसूचित विभिन्न श्रेणियों के लिए खरीद की विषय-वस्तु को नोडल विभाग द्वारा इस नीति के प्रावधानों से छूट दी गई है (अपर्याप्त स्थानीय क्षमता और स्थानीय प्रतिस्पर्धा के कारण); और

(च) कोई अन्य खरीद जैसा कि वित्त विभाग द्वारा अधिसूचित किया जाय।

अध्याय 2 —खरीद अधिमानता

5. खरीद की श्रेणियां I— इस नीति के तहत खरीद की निम्नलिखित श्रेणियां शामिल होंगी :

(क) वस्तुएं

(ख) सेवाएं (परामर्श सेवाएं, गैर-परामर्श सेवाएं और अन्य सेवाएं)

6. “स्थानीय उद्यम” के लिए न्यूनतम स्थानीय सामग्री और अन्य संबंधित मापदंड I—

(1) वस्तुओं और सेवाओं से संबंधित खरीद के लिए स्थानीय सामग्री की न्यूनतम आवश्यकता 30 प्रतिशत है।

(2) “वस्तुओं” से संबंधित खरीद के लिए — स्थानीय उद्यम बिहार राज्य में निबंधित इकाई होगा और बिहार राज्य में उसकी उत्पादन सुविधा अवस्थित होगी।

(3) “सेवा” से संबंधित खरीद के लिए — स्थानीय उद्यम बिहार राज्य में निबंधित संस्था/इकाई होगी। वह संस्था/इकाई राज्य में निविदा प्रकाशन की तिथि से कम से कम एक वर्ष पूर्व से काम कर रही होगी। उसे गत एक वर्ष में वस्तु एवं सेवा कर (जीएसटी) विवरणी दाखिल करने वाला एवं जीएसटी भुगतान करने वाला होना चाहिए और निविदा प्रकाशन की तिथि के पूर्व

तक उसके द्वारा बिहार राज्य अंतर्गत सृजित कुल रोजगार के मामले में न्यूनतम 50 प्रतिशत स्थानीय लोग शामिल होने चाहिए।

7. खरीद अधिमानता (सामान्य)।—

- (1) क्रेता इकाईओं द्वारा की जाने वाली खरीद में “स्थानीय उद्यम” को इन नीतियों में वर्णित तरीकों से खरीद अधिमानता दी जाएगी।
- (2) उन वस्तुओं और सेवाओं के खरीद के संबंध में जिनमें नोडल विभाग ने संसूचित किया हो कि उनकी पर्याप्त स्थानीय क्षमता और स्थानीय प्रतिस्पर्धा है, निविदा में बोली लगाने के लिए केवल स्थानीय उद्यम पात्र होंगे, चाहे उन सभी की खरीद का क्रय मूल्य जितना भी हो।
- (3) जिन वस्तुओं और सेवाओं की खरीद उप-कंडिका 7(2) में शामिल नहीं हो और उनके क्रय का अनुमानित मूल्य 100 करोड़ रु. से कम हो, तो वित्त विभाग की सहमति के अलावे अन्य मामलों में उन सभी की खरीद के लिए वैश्विक निविदा पृष्ठताछ जारी नहीं किया जाएगा।
- (4) उन सभी मामलों में जहाँ क्रेता इकाई द्वारा इस नीति के तहत वर्णित खरीद अधिमानता से संबंधित मापदंडों का अनुपालन नहीं किया जा रहा है, जो अन्य कारणों के साथ-साथ ऐसा या तो स्थानीय उद्यमों द्वारा बोली की निविदा की प्रक्रिया में भाग नहीं लेने के मामले हो या खरीद अधिमानता की मार्जिन (अन्तर) से संबंधित मापदंडों को पूरा करने के अध्यक्षीन निविदा बोली की न्यूनतम प्रस्तुत मूल्य की बराबरी करने में स्थानीय उद्यमों की असमर्थता के मामले हो, उन सभी मामलों में, उसके लिए लिखित में कारण दर्ज करते हुए और नियम संगत तथ्य आधारित सुस्पष्ट आदेश पारित करना अनिवार्य होगा।
- (5) महज व्यापार और पैकेजिंग के काम में लगे उद्यम, जिनके कार्यों से मूल्यवर्धन नहीं होता है, इस नीति के तहत सुविधा के पात्र नहीं होंगे।

8. खरीद अधिमानता का अन्तर।— वस्तुओं और सेवाओं की खरीद के लिए खरीद अधिमानता का मार्जिन (अन्तर) 15 प्रतिशत होगा।

9. उद्यमों की विशेष श्रेणी।— कंडिका-13 के तहत वर्णित विशेष श्रेणी के उद्यमों को किसी क्रेता इकाई के द्वारा अतिरिक्त अधिमानता दी जाएगी।

- (क) बिहार में अवस्थित एवं संचालित तथा “उद्यम” निबंधन द्वारा मान्यता प्राप्त सूक्ष्म एवं लघु उद्यम इकाई।
- (ख) स्टार्ट अप (जैसा कि बिहार स्टार्ट-अप नीति, 2022 यथा समय-समय पर संशोधित, में परिभाषित है)।
बशर्ते कि विशेष श्रेणी के उद्यम निम्नलिखित मापदंडों को पूरा करते हों : (1) वे राज्य की विद्यमान नीतियों के तहत अपात्र घोषित नहीं हुए हों, और (2) उनके द्वारा उत्पादित वस्तुओं और सेवाओं की गुणवत्ता इस उद्देश्य के लिए पर्याप्त अच्छी हो।

10. वस्तुओं की खरीद के लिए खरीद अधिमानता।—

- (1) विभाज्य आपूर्तियाँ — उन वस्तुओं (अनन्य सूची की वस्तुओं को छोड़कर) की खरीद में, जो उप-कंडिका 7 (2) में शामिल नहीं हों और विभाज्य प्रकृति की हों, जिनमें बोली का मूल्यांकन अकेले कीमत के आधार पर किया जाता है, “स्थानीय उद्यम” निम्नलिखित प्रक्रिया के अनुसार “गैर-स्थानीय उद्यम” की तुलना में खरीद अधिमानता प्राप्त करेंगे :
(क) योग्य पाई गई सभी बोलियों में से न्यूनतम बोली को एल1 कहा जाएगा। अगर एल1 “स्थानीय उद्यम” हो तो 100 प्रतिशत मात्रा के लिए एल1 को आपूर्तिकर्ता के रूप में चुना जाएगा।
(ख) अगर एल1 कोई “गैर-स्थानीय उद्यम” हो तो खरीद अधिमानता के लिए निम्नलिखित प्रक्रिया का पालन किया जाएगा :
(i) 75 प्रतिशत मात्रा के लिए एल1 को आदेश दिया जाएगा।
(ii) खरीद अधिमानता की मार्जिन के अंतर्गत न्यूनतम बोली लगाने वाले “स्थानीय उद्यम” को शेष 25 प्रतिशत मात्रा के लिए एल1 की कीमत के बराबरी के लिए आमंत्रित किया जाएगा और एल1 की कीमत के बराबर होने की स्थिति में ऐसे “स्थानीय उद्यम” को उस मात्रा के लिए संविदा प्रदान की जाएगी। अगर न्यूनतम बोली वाला ऐसा “स्थानीय उद्यम” एल1 की कीमत की बराबरी नहीं कर पाता है या उसे प्रस्तुत मात्रा से कम मात्रा के लिए स्वीकार करता है, तो खरीद अधिमानता की मार्जिन के अंतर्गत आने वाले और उससे ऊँची बोली लगाने वाले अगले “स्थानीय उद्यम” को शेष मात्रा के लिए एल1 की कीमत से बराबरी करने के लिए आमंत्रित किया जाएगा और आगे इसी अनुरूप संविदा प्रदान की जायेगी। अगर इसके बाद भी कुछ मात्रा “स्थानीय उद्यमों” द्वारा आपूर्ति से बची रह जाती है तो इस शेष मात्रा के लिए भी एल1 बोलीदाता को आपूर्ति आदेश प्रदान कर दिया जाएगा।

टिप्पणी : अगर एक से अधिक स्थानीय उद्यमों ने एक ही कीमत का उल्लेख किया हो और वे खरीद अधिमानता की मार्जिन के अंदर हों, तो ऊपर वर्णित मात्रा के लिए आदेश को उन लोगों के बीच बराबर-बराबर बांट दिया जाएगा।

(2) **अविभाज्य आपूर्तियां** 1- उन वस्तुओं (अनन्य सूची की वस्तुओं को छोड़कर) की खरीद में, जो उप-कंडिका 7 (2) में शामिल नहीं हैं और विभाज्य प्रकृति की नहीं हैं, "स्थानीय उद्यम" को निम्नलिखित प्रक्रिया के अनुसार "गैर-स्थानीय उद्यम" की तुलना में खरीद अधिमानता मिलेगी:

(क) योग्य पाई गई सभी बोलियों के बीच से न्यूनतम बोली को एल1 कहा जाएगा। अगर एल1 "स्थानीय उद्यम" हो तो ऐसे स्थानीय उद्यम को पूरी मात्रा के लिए संविदा दे दी जाएगी।

(ख) अगर एल1 कोई "गैर-स्थानीय उद्यम" हो तो खरीद अधिमानता के लिए निम्नलिखित प्रक्रिया का पालन किया जाएगा :

(i) खरीद अधिमानता की मार्जिन के अंतर्गत न्यूनतम बोली लगाने वाले "स्थानीय उद्यम" को एल1 की कीमत से बराबरी करने के लिए आमंत्रित किया जाएगा और एल1 की कीमत के बराबर होने की स्थिति में ऐसे "स्थानीय उद्यम" को संविदा प्रदान की जाएगी और आगे इसी तरह से निविदा प्रदान की जायेगी। अगर न्यूनतम बोली लगाने वाला ऐसा "स्थानीय उद्यम" एल1 के कीमत की बराबरी नहीं कर पाता है, तो खरीद अधिमानता की मार्जिन के अंतर्गत आने वाले अगले "स्थानीय उद्यम" को एल1 की कीमत से बराबरी करने के लिए आमंत्रित किया जाएगा और आगे इसी के अनुरूप संविदा प्रदान की जाएगी। अगर खरीद अधिमानता की मार्जिन के अंतर्गत आने वाला कोई भी "स्थानीय उद्यम" एल1 के कीमत की बराबरी नहीं कर पाता है, तो संविदा उप-कंडिका 10(2)(ख)(i) के अनुसार प्रदान की जाएगी।

(ii) अगर खरीद अधिमानता की मार्जिन के अंतर्गत कोई भी स्थानीय उद्यम नहीं हो या एल1 के कीमत की बराबरी करने में सक्षम नहीं हो, तो 100 प्रतिशत मात्रा के लिए एल1 बोलीदाता को संविदा आदेश प्रदान कर दिया जाएगा।

(3) अगर निर्माण कार्य (टर्न की संविदाओं सहित) किसी अभिकरण द्वारा टर्न की के आधार पर लिया जाता है, तो उस अभिकरण के लिए अनिवार्य होगा कि वह निर्माण कार्य के लिए आवश्यक कच्चा माल या आवश्यक सामग्री (उद्योग विभाग/संबंधित प्रशासी विभाग द्वारा कर्णांकित) का न्यूनतम 20 प्रतिशत स्थानीय उद्यमों से खरीदे। तदनु रूप निविदा में शर्तों का उल्लेख किया जाएगा। बालू, ईट, गिट्टी आदि रॉयल्टी वाली सामग्रियों को निर्माण संविदा के मूल्य से बाहर रखा जाएगा।

11. सेवा की खरीद के लिए खरीद अधिमानता 1-

(1) सेवा की खरीद के मामले में निम्नलिखित मापदंड(डों) को पूरा करने वाले "स्थानीय उद्यम" को अधिमानता दी जाएगी :

(क) उसे बिहार राज्य में निबंधित (राज्य वस्तु एवं सेवा कर निबंधन सहित) एवं राज्य में कार्यालय की मौजूदगी वाली इकाई होना चाहिए,

(ख) उसे बोली प्रकाशन की तिथि से न्यूनतम एक वर्ष पूर्व की अवधि से राज्य में कार्यरत होना चाहिए,

(ग) उसे बोली प्रकाशन की तिथि से न्यूनतम एक वर्ष पूर्व की अवधि का वस्तु एवं सेवा कर विवरणी दाखिल एवं वस्तु एवं सेवा कर भुगतान करने वाला होना चाहिए,

(घ) बोली प्रकाशन की तिथि से न्यूनतम एक वर्ष पूर्व की अवधि में उसके द्वारा बिहार राज्य अंतर्गत सृजित कुल रोजगार में 50 प्रतिशत स्थानीय लोग शामिल होने चाहिए, और

(ङ) उसको दी गई संविदा के न्यूनतम 50 प्रतिशत मूल्य की सेवा (बीजक के आधार पर) राज्य में निबंधित कार्यालय द्वारा निष्पादित की जाएगी।

अपवर्जन :

(क) उन उच्च तकनीकी या जटिल प्रकृति की सेवाओं के मामले में, जिनके लिए निपुण व्यक्तियों को राज्य के बाहर से लाने की जरूरत हो, ऊपर वर्णित प्रावधान लागू नहीं होंगे।

(ख) अपने लिए जरूरी सेवा की गुणवत्ता तय करने के लिए क्रेता इकाई जिम्मेवार होगी और ऊपर वर्णित प्रावधान इसी के अनुरूप लागू होगा।

टिप्पणी : यह अपवर्जन उन सेवाओं के लिए लागू नहीं होगा जो गैर-तकनीकी प्रकृति की होंगी।

- (2) ऊपर के उप-कंडिका 7(2) में वर्णित सेवाओं के अलावे, सेवा की खरीद में, जिनके लिए बोली का मूल्यांकन केवल मूल्य के आधार पर किया जाता है, “स्थानीय उद्यम” को निम्नलिखित प्रक्रिया के अनुसार “गैर-स्थानीय उद्यम” की तुलना में खरीद अधिमानता मिलेगी :
- (क) योग्य पाई गई सभी बोलियों में से न्यूनतम बोली को एल1 कहा जाएगा। अगर एल1 “स्थानीय उद्यम” हो तो एल1 बोलीदाता को पूरी संविदा प्रदान की जाएगी।
- (ख) अगर एल1 कोई “गैर-स्थानीय उद्यम” हो तो खरीद अधिमानता की मार्जिन के अंतर्गत आने और सबसे कम मूल्य प्रस्तावित करने वाले “स्थानीय उद्यम” को एल1 के कीमत से बराबरी करने के लिए आमंत्रित किया जाएगा और एल1 की कीमत के बराबर होने की स्थिति में ऐसे “स्थानीय उद्यम” को पूरी मात्रा के लिए संविदा प्रदान की जाएगी।
- (ग) अगर ऐसा न्यूनतम बोलीदाता पात्र “स्थानीय उद्यम” एल1 के कीमत की बराबरी नहीं कर पाता है, तो खरीद अधिमानता की मार्जिन के अंतर्गत आने वाले अन्य “स्थानीय उद्यम” को एल1 की कीमत से बराबरी करने के लिए आमंत्रित किया जाएगा और संविदा इसी के अनुरूप प्रदान की जाएगी। अगर खरीद अधिमानता की मार्जिन के अंतर्गत आने वाला कोई भी “स्थानीय उद्यम” एल1 के कीमत की बराबरी नहीं कर पाता है, तो संविदा एल1 बोलीदाता को प्रदान की जाएगी।

12. छोटी खरीद के लिए छूट।—कंडिका 7, 10 और 11 में मौजूद किसी बात के होते हुए भी 5,00,000 रु. (पांच लाख रुपए मात्र) तक अनुमानित मूल्य वाली खरीद को खरीद अधिमानता से संबंधित प्रावधानों से छूट मिलेगी। हालांकि क्रेता इकाईओं द्वारा सुनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के लिए खरीद को टुकड़ों में विभाजित तो नहीं कर दिया गया है।

13. विशेष श्रेणी के उद्यमों के लिए अधिमानताएं।— बिहार में विशेष श्रेणी के उद्यमों की वृद्धि को सुगम बनाने और स्थानीय उद्यमों को अवसर उपलब्ध कराने तथा रोजगार सृजन का मार्ग प्रशस्त करने के लिए बिहार में विशेष श्रेणी के उद्यमों को निम्न विहित अधिमानता दी जायेगी :

- (1) विशेष श्रेणी के उद्यमों को निविदा के सेट मुफ्त उपलब्ध कराए जाएंगे और उन्हें अग्रधन राशि/निविदा के लिए प्रतिभूति राशि का भुगतान करने से छूट मिलेगी।
- (2) विशेष श्रेणी के उद्यमों के लिए वार्षिक बिक्री या कंपनी की आयु एवं अनुभव के मापदंडों में 50 प्रतिशत कमी की जाएगी बशर्ते कि वे आपूर्ति की जाने वाली वस्तुओं और सेवाओं की तकनीकी विशेषताओं को पूरा करते हों।
- (3) विशेष श्रेणी के उद्यमों को 50 प्रतिशत निष्पादन प्रतिभूति राशि ही जमा करानी होगी। हालांकि क्रयादेश पाने के बाद अगर वे बिना उपयुक्त कारण के आपूर्ति करने में असफल होते हैं तो उनके विरुद्ध बिहार वित्त नियमावली के विद्यमान प्रावधानों के अनुसार कार्रवाई की जाएगी।
- (4) वस्तुओं की सूची उपरोक्त उप कंडिका 7 (2) के तहत विशेष श्रेणी के उद्यमों (जिसे “अनन्य सूची” भी कहा जायेगा) से विशेष खरीद के लिए आरक्षित की जाएगी। राज्य की क्रय प्राथमिकताओं के अनुसार इसे संबंधित नोडल विभाग द्वारा समय-समय पर अधिसूचित किया जाएगा। ऐसी वस्तुओं की खरीद सिर्फ विशेष श्रेणी के उद्यमों के बीच प्रतिस्पर्धी बोली लगाने के आधार पर की जाएगी। उचित क्षमता एवं प्रतिस्पर्धा की कमी जैसे किसी वैध आधार पर राज्य सरकार समय-समय पर अधिसूचनाओं के द्वारा ऐसी आरक्षित वस्तुओं को “अनन्य सूची” से हटा भी सकती है।
- (5) सरकारी खरीद में विशेष श्रेणी के उद्यमों की भागीदारी बढ़ाने के लिए संबंधित विभाग या क्रेता इकाईओं द्वारा विशेष श्रेणी के उद्यमों के लिए विक्रेता विकास कार्यक्रम या क्रेता-विक्रेता बैठकें भी आहूत की जा सकती हैं।
- (6) मनोनयन या सीमित निविदा के आधार पर स्टार्ट-अप इकाइयों से खरीद के लिए विशेष प्रावधान :
 - (क) प्रशासी विभाग के प्रभासी सचिव सभी स्टार्ट-अप इकाइयों को उनके कार्यक्षेत्र में एक साल में कुल 50 लाख रु. (पचास लाख रुपए मात्र) तक उनके कार्य के क्षेत्र में, प्रति स्टार्ट-अप 10 लाख रुपये तक अधिकतम कार्य सीमा के अध्यक्षीन मनोनयन के आधार पर वस्तु एवं सेवाओं से संबंधित कार्य आवंटन कर सकते हैं। इस प्रावधान के तहत प्रशासी विभाग को लाभार्थी स्टार्ट-अप इकाइयों के लिए एक साल में 50 लाख रुपये की वित्तीय सीमा निर्धारित रहेगी चाहे उनकी संख्या कितनी भी हो। एक स्टार्ट-अप अपने पूरे जीवन काल में इस नीति के अन्तर्गत एक बार ही इस सुविधा का लाभ ले सकता है।
 - (ख) प्रशासी विभाग 25 लाख तक की वस्तु एवं सेवाओं से संबंधित कार्य हेतु केवल स्टार्ट-अप के मध्य सीमित निविदा का विकल्प चयनित कर न्यूनतम बोलीकर्ता को आदेश प्रदान कर सकता है।

14. विशिष्टाओं की आवश्यकता संबंधी अग्रिम सूचना।— निविदा आमंत्रित करने वाली नोटिस में न्यूनतम स्थानीय सामग्री और खरीद अधिमानता की मार्जिन को विहित किया जाएगा और खरीद संबंधी किसी खास संव्यवहार के क्रम में परिवर्तन नहीं किया जाएगा।

15. निविदाओं में ब्योरा।— क्रेता इकाईयों यह देखने का प्रयास करेंगी कि स्थानीय उद्यमों की गुणवत्ता या विश्वसनीयता सुनिश्चित करने के लिए पात्रता की जो शर्तें आवश्यक हैं, उनसे आगे जाकर लागू की गई वार्षिक संव्यवहार, अग्रधन राशि, कार्य-संचालन के वर्ष, उत्पादन क्षमता और वित्तीय क्षमता जैसे मामलों समेत विभिन्न मामलों पर पात्रता की शर्तें स्थानीय उद्यमियों के लिए अपवर्जन का कारण तो नहीं बन रही हैं जो उनके बिना पात्र होते।

16. स्थानीय सामग्री का सत्यापन।—

- (1) स्थानीय उद्यमों को निविदा या बोली लगाने के समय स्थानीय सामग्री का प्रतिशत बताने की जरूरत होगी और स्थिति के अनुरूप (उत्पादन इकाई, जनशक्ति, बिजली की खपत, कच्चे माल और मौजूद जमीन/भवन संकुलों की संख्या का उल्लेख करते हुए) स्वयं-प्रमाणन उपलब्ध कराना होगा कि प्रस्तुत की जाने वाली सामग्री स्थानीय उद्यम के लिए आवश्यक स्थानीय सामग्री की जरूरत को पूरा करती है। उन्हें उस स्थान/उन स्थानों का विवरण भी देना होगा जहां मूल्यवर्धन किया जाता है।
- (2) 5 करोड़ रु. से अधिक मूल्य की खरीद की स्थिति में स्थानीय उद्यमों को (कंपनी के मामले में) कंपनी के लेखापरीक्षक द्वारा और (कंपनी से भिन्न उद्यमों के मामले में) पेशेवर कॉस्ट एकाउंटेंट या चार्टर्ड एकाउंटेंट द्वारा दिया गया प्रमाणपत्र उपलब्ध कराने की जरूरत होगी जिसमें उत्पादन इकाई, जनशक्ति, बिजली की खपत, कच्चे माल और मौजूद जमीन/ भवन संकुलों की संख्या का उल्लेख करते हुए स्थानीय सामग्री का प्रतिशत दिया गया हो।

17. शिकायत निवारण।— इस नीति के कार्यान्वयन से संबंधित शिकायतों पर निर्णय, संबंधित प्रशासी विभाग के प्रभारी सचिव द्वारा लिया जाएगा, जो खरीद इकाई के खरीद से संबंधित शिकायतों की सुनवाई हेतु प्राधिकृत होगा और वह लिखित आदेश पारित करेगा, जिसे विधिवत दर्ज कर शिकायतकर्ता सहित सभी संबंधित को उपलब्ध कराया जायेगा।

18. नीति का अनुपालन नहीं करने पर कार्रवाई।— अगर खरीद अधिमानता नीति का अनुपालन नहीं करने के संबंध में कोई शिकायत मिलती है, तो प्रशासी विभाग जाँच प्रारंभ कर सकता है और उसके अनुरूप उचित कार्रवाई कर सकता है।

- (1) अगर बोली के दस्तावेजों में स्थानीय उद्यमों के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण कार्रवाईयें (अपने प्रशासनिक नियंत्रण वाली किसी इकाई द्वारा खरीद सहित) शामिल हों, तो उसके संबंध में जवाबदेही तय करने के लिए क्रेता विभाग के प्रमुख द्वारा छानबीन की जाएगी। उसके बाद क्रेता इकाईयों के गलती करने वाले अधिकारियों के खिलाफ प्रासंगिक प्रावधानों के तहत प्रशासनिक या अन्य उपयुक्त कार्रवाई की जाएगी।
- (2) स्वघोषणाओं और लेखापरीक्षक/लेखाकार के प्रमाणपत्रों के स्वतंत्र सत्यापन के लिए रैंडम आधार पर तथा शिकायतों की स्थिति में प्रशासी विभाग (नोडल विभाग के प्रतिनिधियों सहित, जो भी लागू हो) द्वारा आंतरिक और बाहरी विशेषज्ञों को लेकर समितियों का गठन किया जा सकता है।
- (3) गलत घोषणाएं बिहार वित्त नियमावली के प्रासंगिक प्रावधान के तहत सत्यनिष्ठा संहिता का उल्लंघन होंगी जिनके लिए किसी बोलीदाता या उनके उत्तराधिकारियों को विद्यमान नियमों के तहत स्वीकार्य अन्य कार्रवाईयों के साथ-साथ दो वर्षों तक के लिए विवर्जित भी किया जा सकता है। विद्यमान नियमों के तहत निर्दिष्ट तरीके से ऐसी अन्य क्रेता इकाईयों के लिए विवर्जन उत्तरवर्ती प्रभाव से अन्य क्रेता इकाईयों के ध्यान में आने की तिथि से ही प्रभावी हो जाएगा।

19. अनुज्ञप्ति/ प्रौद्योगिकी सहयोग समझौतों के तहत विनिर्माण।— अगर उत्पाद का निर्माण बौद्धिक संपदा अधिकार रखने वाले किसी विदेशी विनिर्माता से मिली अनुज्ञप्ति के तहत बिहार में किया जा रहा हो और विदेश में विकसित किसी उत्पाद के देश में निर्माण के लिए कोई प्रौद्योगिकी सहयोग समझौता/प्रौद्योगिकी हस्तांतरण समझौता हो जिसमें चरणबद्ध ढंग से स्थानीय सामग्री बढ़ाने के लिए स्पष्ट प्रावधान हो, तो उद्यमों, विनिर्माताओं या बोलीदाताओं को स्थानीय सामग्री की जरूरत की शर्त पूरी करने से छूट देने के लिए नोडल विभाग द्वारा विशेष प्रावधान किए जा सकते हैं।

20. छूट देने की शक्ति।—

- (1) क्रेता प्रशासी विभाग (अपने प्रशासनिक नियंत्रण वाली किसी इकाई द्वारा खरीद सहित) सक्षम प्राधिकार के अनुमोदन से लिखित आदेश द्वारा लिखित में कारणों को दर्ज करके,—
 - (क) कंडिका 8 में निर्दिष्ट खरीद अधिमानता की मार्जिन में संशोधन कर सकता है, या
 - (ख) किसी खास खरीद के लिए खरीद अधिमानता से छूट दे सकता है।
- (2) ऐसे प्रत्येक आदेश की एक प्रति वित्त विभाग और संबंधित नोडल विभाग को उपलब्ध कराई जाएगी।

- (3) छूट या खरीद अधिमानता की मार्जिन में संशोधन के लिए लिखित आदेश जारी करने वाले सक्षम प्राधिकार हैं :

- (क) 5,00,000 रु. से अधिक से 25,00,000 रु. तक — प्रशासी विभाग के सचिव (प्रभारी)
 (ख) 25,00,000 रु. से अधिक से 1,00,00,000 रु. तक — प्रभारी मंत्री
 (ग) 1,00,00,000 रु. से अधिक — राज्य मंत्रिपरिषद्

तथापि, यह प्रावधान कडिका 11 में दिये गये अपवर्जन के मामले में लागू नहीं होगा।

21. राज्य खरीद अधिमानता स्थायी समिति (एसपीपीएससी)।—

- (1) वित्त विभाग द्वारा राज्य खरीद अधिमानता स्थायी समिति का गठन किया जाएगा जिसके अध्यक्ष मुख्य सचिव होंगे। वित्त विभाग, उद्योग विभाग, वाणिज्य-कर विभाग और सूचना प्रौद्योगिकी विभाग के अपर मुख्य सचिव/प्रधान सचिव/सचिव इस समिति के सदस्य होंगे। मुख्य सचिव द्वारा तकनीकी विशेषज्ञों सहित अन्य सदस्यों को आवश्यकता के अनुरूप चयनित किया जा सकता है। वित्त विभाग द्वारा नामित संयुक्त सचिव से अन्यून स्तर के पदाधिकारी समिति के सदस्य सचिव होंगे।
- (2) राज्य खरीद अधिमानता स्थायी समिति की आवश्यकतानुसार लेकिन तीन महीनों में कम से कम एक बार बैठक होगी।

समिति :

- (क) इस नीति के क्रियान्वयन और उससे उत्पन्न मुद्दों का निरीक्षण करेगी, और क्रेता इकाईओं तथा संबंधित प्रशासी विभाग के लिए अनुशंसाएं करेगी।
- (ख) इस नीति के अनुपालन का मूल्यांकन और सावधिक अनुश्रवण करेगी।
- (ग) पर्याप्त गुणवत्ता के साथ स्थानीय प्रतिस्पर्धा की पर्याप्त उपलब्धता की स्थिति में स्थानीय सामग्री की जरूरतों को बढ़ाने/घटाने के लिहाज से उनकी समीक्षा करेगी।
- (घ) इस नीति की कडिका-10 में वर्णित स्थानीय उद्यमों से खरीद अधिमानता मार्जिन एवं खरीद के अनुपात/प्रतिशत की समीक्षा कर सकती है।
- (ङ) इस नीति के अनुपालन और संबंधित विषयों के संबंध में विवरण या विवरणियां पेश करने की मांग कर सकती है।
- (च) यदि ऐसा लगे की आदेश के क्रियान्वयन के तरीके से किसी/किन्हीं प्रतिबंधात्मक व्यवहारों, कार्टेलाइजेशन या सार्वजनिक व्यय में वृद्धि हो रही है, तो इससे संबंधित मुद्दों का मूल्यांकन कर सकती है और उपचारी उपायों का सुझाव दे सकती है।
- (छ) इस नीति के क्रियान्वयन का निरीक्षण करेगी और क्रय संबंधी मामलों का विषय दो से अधिक विभागों से संबंधित होने पर आवश्यक निर्देश जारी करेगी।
- (ज) इस नीति से संबंधित कोई अन्य मुद्दा सामने आने पर उस पर विचार कर सकती है।

22. इस नीति के प्रावधानों में संशोधन/परिवर्तन का अधिकार।— इस नीति की कडिका-21 के तहत गठित राज्य खरीद अधिमानता स्थायी समिति की अनुशंसा के आधार पर वित्त विभाग स्थानीय उद्यम से क्रय हेतु इस नीति के कडिका 6 एवं 10 से संबंधित स्थानीय सामग्री की प्रतिशत तथा क्रय हेतु कुल मात्रा का अनुपात/प्रतिशत की समीक्षा कर सकता है एवं किसी परिवर्तन/संशोधन को अधिसूचित कर सकता है।

नोट:— उक्त नीति के हिन्दी संस्करण में किसी प्रावधान का अंग्रेजी संस्करण से विरोधाभास होने की स्थिति में अंग्रेजी संस्करण के प्रावधान मान्य होंगे।

बिहार-राज्यपाल के आदेश से,
 लोकेश कुमार सिंह,
 सचिव (संसाधन)।

Finance Department**Notification*****The 7th August 2024***

No. M-4-03/2021-8550/F.—In exercise of the powers conferred under Rule 131 (B) of the Bihar Finance Rules, 1950, the State Government hereby makes the following policy for preference to local industrial units/ enterprises in the procurement of goods and services.

Chapter I - Preliminary**1. Short title, extent, and commencement.—**

- (1) This policy may be called the Bihar Purchase Preference Policy, 2024.
- (2) It shall extend to the whole of the State of Bihar.
- (3) It shall come into force immediately on its publication in the Official Gazette.

2. Objectives.—*The objective of this policy shall be as follows, namely:*

- (1) To facilitate growth of local industrial units/ enterprises and to maximize employment opportunities for the local people of the State of Bihar,
- (2) Increased participation by local industrial units/ enterprises in the procurements undertaken by the procuring entity with special focus on Bihar Micro and Small Enterprises (MSEs) and Start-Ups, and
- (3) Enhancement of competitiveness amongst the local industrial units/ enterprises with special focus on Bihar Micro and Small Enterprises (MSEs) and Start-Ups.

3. Definitions.—

- (1) **"Bihar Micro and Small Enterprises (BMSEs)"** shall mean a micro and small enterprise which has its own production facilities within the territorial jurisdiction of Bihar, has a valid Udyam Registration and shall meet the minimum local content requirement;
- (2) **"Consultancy services"** covers a range of services that are of an advisory or professional nature and are provided by consultants. These services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related consultancy services which include, for example: feasibility studies, project management, engineering services, architectural services, finance accounting and taxation services, training and development. It may include small works or supply of goods or other services which are incidental or consequential to such services if the value of works or goods or both does not exceed that of the consultancy services themselves;
- (3) **"Industrial Units/ Enterprises"** hereinafter referred as 'Enterprises' shall have the same meaning as defined in the Micro, Small and Medium Enterprises Development Act, 2006 (Refer Section 2(e)) as amended from time to time);
- (4) **"Goods"** means all goods as per Rule 125 of the Bihar Finance Rules, 1950 (as amended from time to time) and will also include services or works incidental to the supply of good if the value of services or works or both does not exceed that of the goods themselves;
- (5) **"LI"** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as

- adjudged in the evaluation process as per the tender or other procurement solicitation.
- (6) **“Local content”** means the amount of value added in Bihar which shall, unless otherwise prescribed by the Competent Authority laid down under this policy, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of content brought from outside Bihar as a proportion of the total value, in percent.;
 - (7) **“Local Industrial Unit/ Enterprise”** hereinafter referred as **“Local Enterprise”** means an enterprise, whose goods, or services offered for procurement, meets the minimum local content and other related criteria as prescribed under this policy. It shall also include “Special Category of Enterprises” as defined under Clause 9;
 - (8) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a “Local Enterprise” may be above the L1 for the purpose of purchase preference;
 - (9) **“Micro Enterprises”** shall have the same meaning as defined in the Micro, Small and Medium Enterprises Development Act, 2006 and as amended from time to time;
 - (10) **“Nodal Department”** means the Department identified pursuant to this policy which shall notify the subject matter of procurement for purchase preference purpose for different categories of procurement (i.e. goods or services) for which sufficient local capacity and local competition exists in the State. “Department of Industries” is the Nodal Department for Goods Procurement and the respective Administrative Department will be the Nodal Department for Services procurement.
 - (11) **“Non-Local Industrial Unit/ Enterprise”** hereinafter referred as “Non-Local Enterprise” means an enterprise, whose goods or services offered for procurement, has the local content less than that prescribed for local enterprise under this policy;
 - (12) **“Other services”** (including the term ‘**Non-consultancy services**’ in certain contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Other services involve routine repetitive physical or procedural non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis. It may include small works, supply of goods or consultancy service, which are incidental or consequential to such services if the value of small works or goods or consultancy service or all combined together does not exceed that of the other services themselves. Other services may include transport services; logistics; carrying and forwarding (C & F services); courier services; upkeep and maintenance of office/buildings/ Estates (other than Civil & Electrical Works etc.); drilling, aerial/ drone photography, satellite imagery, mapping and similar operations etc.;
 - (13) **“Procuring entity”**: For the purpose of this policy, **“Procuring Entity”** means
 - (a) any department of the State Government or it’s attached or subordinate office;
 - (b) any body established or constituted by the constitution of India whose expenditure is met from Consolidated Fund of State;

- (c) any body or board or corporation or public sector enterprise or authority or society or trust or autonomous body (by whatever name called) established and controlled or financed by an Act of the State Legislature or a body established and controlled or financed by the State Government;
- (d) any other body which the State Government may, by Notification, specify to be a procuring entity for purpose of this policy, being a body that receives substantial financial assistance from the State Government in so far as the utilization of such assistance towards procurement is concerned;
- (14) **“Services”** means any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity;
- (15) **“Small Enterprises”** shall have the same meaning as defined in the Micro, Small and Medium Enterprises Development Act, 2006 and as amended from time to time;
- (16) **“Special Category of enterprises”** means a Micro and Small Enterprises (MSEs) situated and operated in Bihar and acknowledged with Udyam Registration including Start-ups (as defined in Bihar Start-up Policy 2022 as amended from time to time).

4. **Applicability.**—

- (1) This policy is applicable to all procuring entities subject to the exemptions provided under Sub-Clause (2), (3), and (4) below.
- (2) In externally aided projects, the procurement procedures stipulated in terms of such projects shall be governed by Rule 30 (xviii) of the Bihar Finance Rules 1950, as amended from time to time.
- (3) Provided that before granting permission, Finance Department shall satisfy itself that the procurement procedure stipulated in terms of such assistance or agreement, are in consonance with the “Transparency, competition, fairness and elimination of arbitrariness in the procurement process and “Efficiency, Economy and Accountability in Public Procurement System. (Refer Rule 131R and Rule 131S of the Bihar Finance Rules, 1950 as amended from time to time).
- (4) Subject to such notifications as may be issued in this regard by the Finance Department, the provision of Chapters II of this policy shall not apply to:
 - (a) Any procurement where the estimated cost or value of which is less than the threshold value as Finance Department may, by notification, specify for different classes or categories of procurements or procuring entities;
 - (b) Emergency procurement necessary for the management of any disaster as defined in Clause (d) of Section 2 of the Disaster Management Act, 2005 (Central Act No. 53 of 2005);
 - (c) the urgent procurement under Parliamentary, Assembly, Panchayat and local body elections;

- (d) procurement by a procuring entity specified under sub-clause 3(13) from its subsidiary company or joint venture company in which such procuring entity has more than fifty percent share;
- (e) subject matter of procurement for different categories (due to insufficient local capacity and local competition) has been exempted from the provision of this policy, duly notified by the Nodal Department; and
- (f) any other procurement, as may be notified by Finance Department.

Chapter II –Purchase Preference

5. Categories of Procurement.— This policy shall cover the following categories of procurement:

- (1) Goods
- (2) Services (Consulting services, Non-Consulting and other services)

6. Minimum Local Content and other related criteria for “Local Enterprise”.—

- (1) The minimum local content requirement for goods and service-related procurement is 30%.
- (2) For “Goods” related procurement - Local Enterprise shall be an entity registered in the State of Bihar and shall have a production facility in the State of Bihar.
- (3) For “Service” related procurement- Local Enterprise shall be an entity registered in the State of Bihar. The entity shall be operational in the State for a minimum period of one year from the bid publication date. It must have filed GSTreturn and paid GSTin last 1 year prior to bid publication date and should have engaged 50% local people with respect to total employment generated by it in the state of Bihar prior to bid publication date

7. Purchase Preference (General).—

- (1) Purchase preference shall be given to “Local Enterprise” in procurements undertaken by procuring entities in the manner specified under these policies.
- (2) In procurement of all goods or services in respect of which the Nodal Department has communicated that there is sufficient local capacity and local competition, only ‘Local Enterprise’ shall be eligible to bid irrespective of purchase value.
- (3) In procurement of all goods or services, not covered by sub-clause 7(2), and with estimated value of purchases less than Rs. 100 Crore, Global Tender Enquiry shall not be issued except with the approval of Finance Department.
- (4) It shall be mandatory for the procuring entity to record reasons in writing and pass a speaking order in all cases where purchase preference related criteria is not being adhered to as provided under this policy which interalia, would be in the case of either non-participation in the bidding process by local enterprises or inability by local enterprise to match the lowest bid price offered subject to meeting the criteria related to margin of purchase preference.
- (5) Enterprises engaged in simply trading and packaging which doesn’t result in value addition shall not be eligible under this policy.

8. Margin of Purchase Preference.— The margin of purchase preference shall be 15% for the procurement of goods and services.

9. Special Category of Enterprises.— A procuring entity shall provide additional preferences to the special category of enterprises mentioned below as prescribed under Clause 13.

- (a) Micro and Small Enterprises (MSEs) situated and operated in Bihar and acknowledged with Udyam Registration.
- (b) Start-ups (as defined in Bihar Start-up Policy 2022 as amended from time to time).

Provided further that the special category of enterprises fulfil the following criteria: (i) Not declared ineligible under the extant policies of the State, (ii) Quality of goods and services produced is sufficiently good for the purpose

10. Purchase Preference for Goods Procurement.—

(1) **Divisible Supplies** – In the procurements of goods (excluding goods from exclusive list), which are not covered by Sub-Clause 7(2) and are divisible in nature, where the bid is evaluated on price alone, the “Local Enterprise” shall get purchase preference over “Non-Local Enterprise”, as per following procedure:

- (a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is a “Local Enterprise-”, then L1 is the selected as supplier for 100% quantity.
- (b) If L1 is a “Non-Local Enterprise” then the following procedure for purchase preference shall be followed:
 - (i) 75% of the order quantity shall be awarded to L1.
 - (ii) The lowest bidder among the “Local Enterprise” within the margin of purchase preference will be invited to match the L1 price for the remaining 25% of the quantity, and contract for that quantity shall be awarded to such “Local Enterprise” subject to matching the L1 price. In case such lowest eligible “Local Enterprise” fails to match the L1 price or accepts less than the offered quantity, the next higher “Local Enterprise” within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by “Local Enterprise”, then such balance quantity may also be ordered to the L1 bidder.

Note: In case more than one local enterprises have quoted the same price and are within the margin of purchase preference, the applicable order quantity mentioned above shall be equally divided amongst those.

(2) **Non-Divisible Supplies** – In the procurements of goods, which are not covered by Sub-Clause 7(2) above and which are not divisible in nature, the “Local Enterprise” shall get purchase preference over “Non-Local Enterprise”, as per following procedure:

- (a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Local Enterprise” then the contract for full quantity will be awarded to such local enterprise.

- (b) If L1 is a “Non-Local Enterprise”, then the following procedure for purchase preference shall be followed:
- (i) The lowest bidder among “Local Enterprise” within the margin of purchase preference shall be invited to match the L1 price, and the contract shall be awarded to such “Local Enterprise” subject to matching the L1 price and so on. In case such lowest eligible “Local Enterprise” fails to match the L1 price, the next higher “Local Enterprise” within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the “Local Enterprises” within the margin of purchase preference matches the L1 price, the contract shall be awarded as per sub-Clause 10(2)(b)(i).
 - (ii) In case there are no local enterprises within the margin of purchase preference or are not able to match the L1 price, the contract order for 100% quantity shall be awarded to the L1 bidder.
- (3) If works (including turnkey contracts) are taken from any agency, then it shall be mandatory for the said agency to purchase at least 20% of the raw materials or essential materials for the work (earmarked materials/ raw materials by the Industries Department/ respective Administrative Departments) from the local enterprises. Accordingly, conditions will be laid down in the tender. Royalty items like Sand, Brick, stone crush etc. shall be excluded from the total value of the works contract.

11. Purchase Preference for Services Procurement. —

- (1) The preference shall be given to “Local Enterprise” in case of procurement of services meeting the following criteria(s):
- (a) Should be an entity registered in the State of Bihar and have an office in the State (including State GST registration),
 - (b) Should be operational in the State for a minimum period of one year prior to the bid publication date,
 - (c) Should have filed GST return and paid GST for at least one year prior to the bid publication date,
 - (d) Should have engaged 50% local people with respect to total employment generated by it in the state of Bihar prior to bid publication date, and
 - (e) At least 50% of the contracted service value (on the basis of invoicing) shall be performed by the registered office in the state.

Exclusions:

- (a) In case of services which are highly technical or complex in nature requiring expertise to be brought from outside the state, the provisions mentioned above may not be applicable.
- (b) Procuring entity shall be responsible to decide on the quality of service required by them and apply above provision accordingly.

Note: This exclusion shall not be applicable to the procurement of services which are non-technical in nature.

- (2) In the procurements of services, which are not covered by Sub-Clause 7(2) above where the bid is evaluated on price alone, the “Local Enterprise”

shall get purchase preference over “Non-Local Enterprise”, as per following procedure:

- (a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Local Enterprise”, the contract will be awarded in full to L1.
- (b) If L1 is a “Non-Local Enterprise”, the lowest bidder among “Local Enterprise”, will be invited to match the L1 price subject to Local Enterprise’s quoted price falling within the margin of purchase preference, and the contract for total quantity shall be awarded to such “Local Enterprise” subject to matching the L1 price and so on.
- (c) In case such lowest eligible “Local Enterprise” fails to match the L1 price, the “Local Enterprise” with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the “Local Enterprise” within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

12. Exemption of small purchases.— Notwithstanding anything contained in Clause 7, 10 and 11, procurements where the estimated value to be procured is up to Rs. 5,00,000 (Rupees Five Lakh only) shall be exempt from the purchase preference related provisions. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.

13. Preferences for special category of enterprises.— In order to facilitate growth of special category of enterprises in Bihar and provide opportunity to local enterprises and create avenues for employment generation, Special Category of Enterprises in Bihar shall be given preferential treatment as prescribed below:

- (1) Tender sets shall be made available free of cost and exemption from payment of earnest money deposit/bid security to Special Category of Enterprises.
- (2) The criteria of turnover or age of the firm shall be relaxed by 50% for the Special Category of Enterprises provided they meet the technical specifications of the goods or services to be supplied.
- (3) Special Category of Enterprise will have to deposit 50% of the performance security amount. However, if they fail to supply after receiving the purchase order, without any appropriate reason, action will be taken against them as per the extant provisions of the Bihar Finance Rules.
- (4) List of items shall be reserved for exclusive procurement from Special Category of Enterprises (also referred as “Exclusive List) under Sub-Clause 7(2) above. This shall be notified by the concerned Nodal Department from time to time as per the procurement priorities of the state. Procurement of such goods shall be made on the basis of competitive bidding amongst Special Category of Enterprises only. The State Government may also, by notification issued from time to time, remove such reserved items from “Exclusive List” on any valid ground such as lack of reasonable capacity and competition etc.
- (5) For enhancing participation of Special Category of Enterprises in government procurement, the concerned Department or Procuring Entities may conduct Vendor Development Programmes or Buyer Seller Meets for Special Category of Enterprises.

(6) Special Provision for Procurement from Start-Ups on Nomination or Limited Tender

- (a) In-charge Secretary of an Administrative Department can award work related to goods and services upto a total value of Rs.50 Lakhs (Rupees Fifty Lakhs only) on nomination basis to Start-ups in their area of work in a year subject to a maximum limit of Rs. 10 Lakhs (Rupees Ten Lakhs only) to one Start-up. The financial limit of Rs. 50 Lakhs (Rupees Fifty Lakhs only) is fixed in a year for an Administrative Department irrespective of the number of beneficiary start-ups under this provision. One Start-up can avail this benefit only once in its lifetime under this policy.
- (b) Administrative Departments may opt for Limited Tender amongst start-ups for work related to goods and services up to Rs. 25 Lakhs (Twenty-Five Lakhs) and order may be awarded to the lowest bidder in such cases.

14. Requirement for specification in advance.— The minimum local content and the margin of purchase preference shall be specified in the notice inviting tenders and shall not be varied during a particular procurement transaction.

15. Specifications in Tenders.— Procuring entities shall endeavour to see that eligibility condition, including on matters like turnover, Earnest Money Deposit, Years of operations, production capability and financial strength do not result in unreasonable exclusion of Local Enterprise who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the Local Enterprise.

16. Verification of local content.—

- (1) The local enterprise at the time of tender or bidding shall be required to indicate percentage of local content and provide self-certification that the item offered (quantifying the infrastructure such as the production unit, manpower, electricity consumption, raw material & land possession/ building premises) meets the local content requirement for local enterprise as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (2) In case of procurement for the value in excess of Rs. 5 crores, the local enterprise shall be required to provide a certificate from the auditor of the company (in the case of companies) or from a practicing cost accountant or chartered accountant (in respect of enterprises other than companies) giving the percentage of local content quantifying the infrastructure such as the production unit, manpower, electricity consumption, raw material & land possession/ building premises.

17. Grievance Redressal.— Decisions on complaints relating to implementation of this policy shall be taken by the in-charge Secretary of the concerned Administrative Department who shall be empowered to look into procurement related complaints relating to the procuring entity and shall pass speaking orders which shall be duly recorded and made available to all concerned including the complainants.

18. Action for non-compliance of the Policy.— In case any complain is received for non-compliance of the Purchase Preference policy, Administrative Department may initiate inquiry and take appropriate action accordingly.

- (1) In case restrictive or discriminatory conditions against Local Enterprises are included in bid documents; an inquiry shall be conducted by the Head of Department undertaking the procurement (including procurement by

any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions.

- (2) Administrative Departments may constitute committees with internal and external experts (including representatives from Nodal Departments as applicable) for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- (3) False declarations will be in breach of the Code of Integrity under relevant provision of the Bihar Finance Rules for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under the extant rules. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under the extant rules.

19. Manufacture under license/ technology collaboration agreements.— Nodal Department may make special provisions for exempting enterprises, manufacturers or bidders from meeting the stipulated local content requirement if the product is being manufactured in Bihar under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

20. Powers to grant exemption.—

- (1) The Administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of the Competent Authority, may by written order, for reasons to be recorded in writing,
 - (a) modify the margin of purchase preference as prescribed under Clause 8, or
 - (b) exempt any particular procurement from purchase preference.
- (2) A copy of every such order shall be provided to the Finance Department and concerned Nodal Department.
- (3) Competent Authorities to issue written order for exemption or modification of margin of purchase preference are:-
 - (a) above Rs. 5,00,000-upto Rs.25,00,000/-Secretary (in-charge), Administrative Department
 - (b) above Rs. 25,00,000 – up to Rs.1,00,00,000/-Minister-in-Charge
 - (c) above Rs. 1,00,00,000/ – State Cabinet

However, this provision shall not apply to the exclusions as made in clause 11 of this policy.

21. State Purchase Preference Standing Committee (SPPSC).—

- (1) A State Purchase Preference Standing Committee shall be constituted by the Finance Department which shall be headed by Chief Secretary. Additional Chief Secretary/ Principal Secretary/Secretary of the Finance Department, Industries Department, Commercial Taxes Department and Information Technology Department shall be the member of the Committee. Chief Secretary may co-opt other members including technical experts as required. An officer not below the rank of joint secretary designated by the Finance Department shall be the member

secretary of the Committee.

- (2) The State Purchase Preference Standing Committee shall meet as often as necessary, but not less than once in three months. The Committee:
- (a) Shall oversee the implementation of this policy and issues arising therefrom and make recommendations to procurement entities and concerned Administrative Department.
 - (b) Shall assess and periodically monitor compliance with this policy.
 - (c) may review the local content requirements with a view to increase/decrease them, subject to availability of sufficient local competition with adequate quality.
 - (d) May review the margin of purchase preference and proportion/percentage of procurement from local enterprises as mentioned in clause 10 of this policy.
 - (e) May require furnishing of details or returns regarding compliance with this policy and related matters.
 - (f) May assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures.
 - (g) Shall oversee the implementation of this policy and issue necessary instructions if a subject matter of procurement concerns more than two departments.
 - (h) May consider any other issue relating to this policy which may arise.

22. Powers to amend/ modify provisions in this policy.— Finance Department may review and notify any modification related to percentage of local content and proportion/percentage of procurement from local enterprises as mentioned in clause 6 & 10 of this policy on the recommendation of the State Purchase Preference Standing Committee constituted under clause 21 of this policy.

By Order of the Governor of Bihar,
LOKESH KUMAR SINGH,
Secretary (Resource).

अधीक्षक, सचिवालय मुद्रणालय,
बिहार, पटना द्वारा प्रकाशित एवं मुद्रित।
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