

**BIDDING DOCUMENTS
FOR
Supply, Installation & Commissioning Pallet Racks for
BMSICL Warehouses in Bihar**

Bid Reference: BMSICL/2012-13 / WH-001

**Bihar Medical Services & Infrastructure Corporation Limited
5th Floor, Biscomaun Bhawan, Gandhi Maidan,
Patna (Bihar), India**

**Bihar Medical Services and Infrastructure Corporation, Limited, Patna.
5th Floor Biscomaun Bhawan Gandhi Maidan,
Patna (Bihar) India**

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**INVITATION FOR BIDS
FOR
Supply, Installation & Commissioning of Pallet Racks**

BID REFERENCE : BMSICL/2012-13/WH-001

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT : 14/11/2012

LAST DATE FOR SALE OF
BIDDING DOCUMENT :06/12/2012

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 06/12/2012 UPTO 03.00 pm

TIME AND DATE OF OPENING
OF BIDS : 06/12/2012 AT 04.00 pm

PLACE OF OPENING OF BIDS : Bihar Medical Services & Infrastructure Corporation
Limited, 5th Floor, Bisomaun Bhawan, Gandhi Maidan,
Patna 800001. Bihar

ADDRESS FOR COMMUNICATION : Bihar Medical Services & Infrastructure Corporation
Limited, 5th Floor, Bisomaun Bhawan, Gandhi Maidan,
Patna 800001. Bihar

CONTENTS OF BIDDING DOCUMENT

Invitation for Bids	4
Section I. Instructions to Bidders	7
Table of Clauses	8
Section II. General Conditions of Contract	19
Table of Clauses	20
Section III. Special Conditions of Contract	34
Section IV. Schedule of Requirements	34
Consignee List	34
Section V. Technical Specifications	35
Section VI. Sample Forms	37
Notes to Bidders on the Preparation of Sample Forms	38
Contact Detail	49

**INVITATION FOR BIDS
(IFB)**

**INVITATION FOR BIDS
FOR
Supply, Installation & Commissioning of Pallet Racks at Fatuha, Kasba(Purnia), &
Muzaffarpur, BMSICL Warehouses**

**Managing Director,
Bihar Medical Services & Infrastructure Corporation Limited
5th Floor, Biscomaun Bhawan, Gandhi Maidan,
Patna-800001 (Bihar)**

Bid Reference No.: BMSICL/2012-13/WH-001

Date:

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) invites sealed bids from manufacturers or their authorized dealer / distributor / sole selling agent (having authorization in the format (Form-6) given in the bidding document) for Supply, Installation & Commissioning of Pallet Racks at Fatuha, Kasba (Purnia) & Muzaffarpur, BMSICL warehouses are listed below:

Serial No.	Brief Description of Goods	Qty./No.	Delivery Schedule	Earnest Money Deposit (EMD) in Indian Rupees
1	Vertical Uprights(with straight & Diagonal Bracings)	1042	90 Days	600000
2	Horizontal Step beam (with 3mm hooks)	9600	90 Days	
3	Decking Panel	76800	90 Days	

2. Interested bidders may obtain further information from and inspect the bidding documents at the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001, Bihar
3. The Bidding Document may be purchased from the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001, Bihar (Name and address of Purchaser), from 14.11 2012 to 05/12/2012. during office hours, from 10:00 hrs to 17:00 hrs on all working days either in person or by post.
4. A complete set of bidding documents may be purchased by interested bidders upon submission of a written application to the address given in para 2 and upon payment of a non refundable fee of Rs. 5,000/- in the form of a cash or Demand Draft or banker's Cheque in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited. The tender document can also be downloaded from the website: www.bmsicl.gov.in Such bidders are required to submit non-refundable tender document cost in the form of Demand draft in favour of Managing

Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and Payable at Patna. In case the bidding document is obtained by downloading, the bid price will have to be paid before the submission of the bid as per details given above.

5. The bidding documents requested by mail will be dispatched by registered post / speed post / courier service on payment of an extra amount of Rs. 500/-. The Purchaser will not be responsible for postal delay, if any, in the delivery of the bidding documents or of the non-receipt of the same
6. Bidders are requested to quote all of the items listed in the schedule of requirements and the evaluation of bids will be conducted on complete – item basis. The bidder must quote for the full quantity of schedule.
7. The bids must be submitted/delivered at the address given in para 2 on or before 3.00 pm on 06/12/2012. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
8. Bids will be opened in the presence of bidder's authorized representative who chooses to attend at Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor Biscomaun Bhawan on 06/12/2012 at 4.00 pm.
9. The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof. The Purchaser also reserves the right to accept or reject any or all bids in part or in full without assigning any reason thereof.
10. In the event of the date specified for the bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

(Managing Director)

Bihar Medical Services and Infrastructure Corporation Ltd

INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

A. Introduction.....	9
1. Scope of Bid.....	9
2. Eligible Bidders.....	9
3.. One Bid per Bidder	10
4. Cost of Bidding	10
B. The Bidding Documents.....	10
5. Content of Bidding Documents.....	10
6. Clarification of Bidding Documents.....	11
7. Amendment of Bidding Documents.....	11
C. Preparation of Bids.....	12
8. Language of Bid.....	12
9. Documents Constituting the Bid.....	12
10. Bid Form.....	12
11. Bid Prices.....	12
12. Documents establishing Goods Conformity to Bidding Documents.....	13
13. Earnest Money Deposit (EMD).....	13
14. Period of Validity of Bids.....	14
15. Format and Signing of Bid.....	15
D. Submission of Bids.....	15
16. Sealing and Marking of Bids.....	15
17. Deadline for Submission of Bids.....	16
18. Late Bids.....	16
19. Modification and Withdrawal of Bids.....	17
20. Opening of Bids by Purchaser.....	17
21. Clarification of Bids.....	17
22. Purchaser's Right to vary Quantities.....	17
23. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.....	18

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. SCOPE OF BID

Bihar Medical Services and Infrastructure Corporation Limited [name of purchaser], invites bids for the supply, Installation & Commissioning of Pallet Racks at BMSICL Warehouses as specified in Schedule of requirements.

2. ELIGIBLE BIDDERS

- 2.1 The eligible bidder should be registered with appropriate authorities in India to manufacture / supply the tendered item, against Technical Specifications given in the bid document and should have successfully executed orders of similar nature in past. In case of imported goods, the Indian agent / bidder should be duly authorized by the manufacturer of Goods in the format given in the bidding document. **Please not that manufacturers or their authorized dealer / distributor / sole selling agent only are eligible to quote.**
- 2.2 A firm declared ineligible by the Purchaser in accordance with relevant ITB and GCC Clauses shall be ineligible to bid for a contract during the period of time determined by the Purchaser
- 2.3 The Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

2.4 DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION

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

- a) The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the quantity required in any one of the last 3 years and should be in satisfactory operation for 6 months as on date of bid opening.
- b) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - i) The manufacturer furnishes authorization .
 - ii) in the prescribed format given at Section VI, assuring full guarantee and warranty obligations as per GCC Clause 14 for the equipment offered; and
 - iii) The bidder, as authorized agent has supplied/installed/commissioned and provided after sales services satisfactorily at least 80% of the quantity specified in the Schedule of Requirements in any one of the last 3 years which must be in satisfactory operation for at least 6 months on the date of bid opening.
- c) The bidder should furnish the information on past supplies and satisfactory performance for both (a) and (b) above, in the proforma given under Section VI, Form No. 7.
- d) Bidders shall invariably furnish documentary evidence in support of the satisfactory operation of the equipment (issued from the end user) as specified above.

- e) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- f) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- g) The bidder should furnish profit and loss statement, balance sheets and auditor's report for the past three years, banker's certificates, etc. in support of its financial standing.

One agent can submit the bid only on behalf of one manufacturer.

DOCUMENTS REQUIRED TO BE SUBMITTED

2.5 The bidder shall furnish, as part of the bid documents, the following documents or whichever is applicable as per terms and conditions of Bidding Documents.

- i) Certificate of incorporation / registration.
- ii) Article or Memorandum of Association or partnership deed as the case may be.
- iii) Registration certificate from State Director of Industries
- iv) Registration certificate from central excise and trade/sales tax department.
- v) Approval from Reserve Bank of India in case of foreign collaboration.
- vi) In case of bidder, other than manufacturer, the manufacturer's authorization certificate in the format given in the bidding document.
- vii) Non-conviction certificate / an affidavit duly notarized.

2.6 i) The bidder shall furnish Balance Sheet for last 3 financial years as evidence that he has financial capability to perform the contract.

ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

3 ONE BID PER BIDDER

One firm shall submit only one bid. A firm that submits more than one bid will cause all the proposals with the firm's participation to be disqualified.

4 COST OF BIDDING

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

B. THE BIDDING DOCUMENTS

5 CONTENTS OF BIDDING DOCUMENTS

5.1 The goods required to be supplied; bidding procedures and contract terms and conditions are Prescribed in the Bidding Documents. The Bidding Document includes the following:

Section I Instructions to Bidders (ITB)

Section II General Conditions of Contract (GCC)

Section III Special Conditions of Contract (SCC)

Section IV Schedule of Requirements (SOR)

Section V Technical Specifications

Section VI Sample Forms

5.2 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 5.1 above, said Bidding Documents will take precedence.

5.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of the bid.

6 CLARIFICATION OF BID DOCUMENTS

6.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX/e-mail at the Purchaser’s mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

6.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

7 AMENDMENT OF BIDDING DOCUMENTS

7.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

7.2 The amendments shall be notified in writing on our website and these amendments will be binding on them.

7.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

8 LANGUAGE OF BID

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

9 DOCUMENTS CONSTITUTING THE BID

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

- a) Bid Form and a Price Schedule completed in accordance with ITB Clauses 11 and 12;
- b) documentary evidence established in accordance with ITB Clause 2 that the Bidder is eligible and qualified to perform the contract if its bid is accepted
- c) documentary evidence established in accordance with ITB Clause 2 that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents; and
- d) Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 13.
- e) Tender Document fee in the form of Demand Draft in favour of Managing Director, Bihar Medical services and Infrastructure Corporation Ltd. Payable at Patna or Money receipt of Tender Document cost if purchased by hand.

10 BID FORM

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

11 BID PRICES

11.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales / Trade Tax & Excise, packing, forwarding, freight, octroi/entry tax and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VI. Prices of incidental services should also be quoted. The offer shall be quoted in Indian Rupees. No Foreign exchange will be made available by the purchaser.

11.2 Break-up of the prices indicated in the Price Schedule shall be entered in the following manner:

- i) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, octroi /entry tax Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
- ii) The supplier shall quote as per price schedule given in section VI (Sample Form) for all the items given in schedule of requirement.

11.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

11.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive

at the price of equipment/system offered.

- 11.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.
- 11.6 The price approved by the Purchaser for procurement will be FOR destination which will be inclusive of all Taxes, Levies, packing, forwarding, freight and insurance as mentioned in Para 11.1 above. Breakup in various heads like excise duty, sales / trade tax, insurance, freight and other taxes paid/payable as per clause 11.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

12 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

12.1 Pursuant to ITB Clause 2, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- a) a detailed description of the essential technical and performance characteristics of the goods ;
- b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the goods by the Purchaser; and
- c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

11.2 For purposes of the commentary to be furnished pursuant to ITB Clause 12.2(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13 EARNEST MONEY DEPOSIT (EMD)

13.1 Pursuant to ITB Clause 9, the bidder shall furnish, as part of his bid, a Earnest Money Deposit (EMD) for an amount of mentioned in Section IV – Schedule of Requirements in the form of Demand Draft or Bank Guarantee.

13.2 The Earnest Money Deposit (EMD) is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of Earnest Money Deposit (EMD) pursuant to ITB Clause 13.7. No exemption from payment of EMD is permitted except those who are registered with the Central Purchase Organisation/State Purchase Organisation, National Small Scale

Industries Corporation (NSIC) or the concerned Department. The small scale units located in Bihar shall not be liable to deposit earnest money.

13.3 The Earnest Money Deposit (EMD) shall be in the form of a Bank Draft drawn in favour of Purchaser or Bank Guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of 45 days beyond the validity of Bid.

i) The bank guarantee for Earnest Money Deposit (EMD) or NSIC certificate for claiming exemption from submission of bank guarantee against Earnest Money Deposit (EMD), as prescribed in ITB Clause 13.1 of Section I of the bid document shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per the format given in Section VI on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be super scribed as **“EARNEST MONEY DEPOSIT (EMD) FOR TENDER No BMSICL/2012-13/WH- 001 with issue date.**

ii) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed under clause above, cover containing the commercial, technical and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

13.4 A bid not secured in accordance with para 13.1, and 13.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

13.5 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to ITB Clause 14.

13.6 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.

13.7 The Earnest Money Deposit (EMD) may be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- b) In the case of successful bidder , if the bidder fails :
 - i) to sign the contract in accordance with ITB Clause
 - ii) to furnish performance security in accordance with ITB Clause.

14 PERIOD OF VALIDITY OF BIDS

14.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to ITB Clause 20.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

14.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Earnest Money Deposit (EMD) provided under ITB Clause 13 shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

15 FORMAT AND SIGNING OF BID

15.1 (i) The bidder shall prepare single stage two part bids, i.e. (a) Technical bid (un-priced) in duplicate and (b) Price Bid in duplicate clearly marking them as 'ORIGINAL' and 'COPY' and in addition shall enclose Earnest Money Deposit (EMD) in a single separate envelope. In the event of any discrepancy between the copy bid, the original shall govern.

(ii) The copy of quality manual and Article or Memorandum of Association may be provided in the original bid only.

15.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

16 SEALING AND MARKING OF BIDS

16.1 Those Bidders who have downloaded the bids from internet must submit a separate letter enclosing therewith a Demand Draft for Rs. 5000/- (Five Thousand) only towards Tender fee. The Demand Draft should be in favour of Bihar Medical services and Infrastructure Corporation Ltd., payable at Patna. In case this is not received, the Bids shall not be considered and returned to the bidder un-opened

16.2 The bidder shall seal the original and copy bids in separate envelopes duly marking the envelopes, separately as

Cover 'A'

This bid must contain all Technical and Commercial terms of the offer except the Price offered. Bid containing the Price will be rejected.

- i) Technical Bid (original)
- ii) Technical Bid (copy)
- iii) Earnest Money Deposit (EMD)

Cover 'B'

This bid will only contain the price offered.

- i) Price Bid (original)
- ii) Price Bid (Copy)

All the envelopes mentioned above should be enclosed in another sealed outer envelope duly marked by the personal seal of the bidder.

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

Bihar Medical Services And Infrastructure Corporation Limited
5th Floor Biscomaun Bhawan, Gandhi Maidan, Patna- 800001. Bihar.

- (b) The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.
- (d) Bids may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 16.3 (a) above). The responsibility for ensuring that the bids are delivered in time would vest with the bidder.
- (e) Bids delivered in person on the day of bid opening shall be delivered up to 06-12-12 by 15:00 Hrs to Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna. The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of bid opening: Bids will be opened at BMSICL, Patna, at 4.00 pm on the 06.12.2012 date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office.

If both the envelopes are not sealed and marked as required at ITB Clause 16.1 and 16.2 the bid shall be rejected .

17 DEADLINE FOR SUBMISSION OF BIDS

17.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under ITB Clause 16.3.

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

18 LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, for any reason whatsoever, pursuant to clause 17, shall be rejected and returned unopened to the bidder.

19 MODIFICATION AND WITHDRAWAL OF BIDS

Modification to the bids after the bid opening, unless called for by the purchaser, is not allowed and any such action may render the bid invalid.

However, if the bidder has already submitted the bid and desires to modify it before the bid opening, he may make a written request, along with a written power of attorney authorizing the signatory, to the purchaser for withdrawal of the same ad then submit the modified bid in full.

20 OPENING OF BIDS BY PURCHASER

- 20.1 The purchaser shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Section VI).
- 20.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 20.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the bidder pursuant to ITB clause 18.
- 20.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be opened at a later date. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
- 20.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

21 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. Unless the purchaser asks for change in price due to clarifications sought, the bidder is not permitted to alter the price furnished in Price Bid "**Cover B**". The change in price shall be submitted in a separately sealed covers with marking in the cover "**Supplemental Price Bid**" before opening of the "**Original Price Bid**"

22 PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right at the time of Contract award or within the stipulated last date of delivery, to increase or decrease, by 25%, the quantity of goods and services beyond that

originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

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

GENERAL CONDITION OF CONTRACT (GCC)

SECTION II- GENERAL CONDITIONS OF CONTRACT

Table of Clauses

1. Definitions and application	21
2. Standards.....	21
3. Use of Contract Documents and Information; Inspection and Audit by the Purchaser.....	21
4. Patent Rights.....	22
5. Performance Security.....	22
6. Inspections and Tests	23
7. Packing	24
8. Delivery and Documents	24
9. Training	25
10. Incidental Services	25
11. Spares.....	26
12. Insurance.....	26
13. Transportation.....	26
14. Warranty	27
15. Payment Terms	27
16. Prices	27
17. Taxes & Duties	27
18. Change Orders	27
19. Subcontracts.....	28
20. Delays in the Supplier's Performance	28
21. Liquidated Damages	28
22. Force Majeure	29
23. Termination for Default	29
24. Termination for Insolvency	30
25. Passing of Property.....	30
26. Fraud and Corruption	30
27. Termination for Convenience	31
28. Settlement of Disputes	31
29. Governing Language	33
30. Applicable Law	33
31. Jurisdiction	33
32. Notices	33
33. Unconditional Acceptance	33

SECTION II

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

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

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

2. STANDARDS

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

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

- 3.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document except for purposes of performing the Contract.
- 3.3** Any document, other than the Contract itself, enumerated in GCC Sub-Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 3.4** The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required.

4. PATENT RIGHTS

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

5. PERFORMANCE SECURITY

- 5.1** The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 10 **days** from the date of issue of Notification of Award by the Purchaser.
- 5.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 5.3** The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank and in the form provided in 'Section VI' of this Bid Document or in the form of demand draft. The performance security should be valid for the period beyond sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 5.4** The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations, including the warranty period, under the Contract, including any warranty obligations.

5.5 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD). In which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids at the Risk and Cost of the original successful bidder.

6. INSPECTION AND TESTS

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

6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.

6.4 If any equipment or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract? The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

6.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee as per the Format given in

Section VI shall be equivalent to “Taking Over Certificate”, issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to “Taking Over Certificate”.

6.6 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.

6.7 Notwithstanding any inspection carried out before supply, the final inspection will be done by the consignee or his representative and the result shall be binding.

6.8 In case of rejection of the materials, the supplier will take urgent steps to replace the same without any delay so that the delivery period is not affected.

7. PACKING

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

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

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

- (i) Purchaser
- (ii) Contract No.
- (iii) Supplier Name
- (iv) Packing list reference Number

8. DELIVERY AND DOCUMENTS

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

- (i) two originals and two copies of the Supplier’s invoice, showing Purchaser, the Contract number, Goods’ description, quantity, unit price, and total amount.

- Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as Bihar Medical Services and Infrastructure Corporation Limited [*enter correct name of Purchaser for excise purposes*] and delivery through to final destination as stated in the Contract;
 - (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
 - (iv) three copies of the packing list identifying contents of each package;
 - (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
 - (vi) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency if any
 - (vii) other procurement-specific documents required for delivery/payment purposes.

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

Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the 'Consignee Receipt Certificate', to be issued in accordance with GCC Clause 6 above.

- 8.2** The delivery of the goods and documents shall be completed within 3 months from the date of issue of Notification of Award. First month is for lead period and evenly distributed supplies are expected in remaining two months. The actual delivery schedule will be given in Notification of Award.
- 8.3** All Supply, installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost.

9. TRAINING

- 9.1** The bidder shall demonstrate and provide training on use and maintenance of the Equipments to the consignee's personnel the purchaser free of cost where required.
- 9.2** Conduct of training of the purchaser's personnel may be at the supplier's plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

10. INCIDENTAL SERVICES

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

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

of supplied goods.

11. SPARES

Supplier will be responsible for supplying spares to purchaser at the price of spare after warranty period.

12. INSURANCE

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

13. TRANSPORTATION

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

14. WARRANTY

14.1 The supplier shall warrant that the goods to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) three years after the goods have been taken over under GCC Clause 6.5 above.

14.2 This warranty shall remain valid for three years after the goods or any portion thereof as the case may be, have been delivered and erected to and accepted at the final destination indicated in the contract.

14.3 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the GCC Clause 14.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three years, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier’s risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

14.4 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

15. PAYMENT TERMS

- 15.1** The method and conditions of payment to be made to the supplier under the contract shall be specified in the Special Conditions of Contract.
- 15.2** The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfilment of other obligations stipulated in the Contract.
- 15.3** Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 15.4** (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of BMSICL Warehouses (A Govt. of Bihar Undertaking) shall be provided by the purchaser on the request of the bidder as and when asked for.
(ii) No payment will be made for goods rejected at the site on testing.
- 15.5** Payment for goods shall be made in Indian Rupees as follows:
- (a) No advance payment is payable.
 - (b) 60% payment will be made against supply and 40 % against Installation & Commissioning of Racks at the respective sites against certification from the consignee in the format provided in schedule VI .

16. PRICES

- 16(i) (a)** Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- 16 (ii) (a) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
- (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

17. Taxes and Duties

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

18. CHANGES ORDERS

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

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

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

19. SUBCONTRACTS

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

20. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

20.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 04 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

20.4 If supplier fails to perform its contractual obligations, pursuant to GCC Clause 20.3 above, the purchaser may consider debarring the firm for the period of 1-5 years for participation in future invitation of bids. The period of debar, as stated above, shall be at the sole discretion of the Purchaser.

21. LIQUIDATED DAMAGES

CONSEQUENCE FOR DELAYED DELIVERY

1. Delivery is the essence of the contract.

2. **No material should be supplied after the expiry of the delivery period unless extension has been granted by the Purchaser.**
3. **In the event of failure to deliver the stores within the stipulated delivery period and in the event of breach of any of the terms and conditions mentioned in the Purchase Order / Contract, the Purchaser shall have any or all of the following right :**
 - a. to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 20 (Twenty) weeks. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order.
 - b. To purchase from elsewhere , after due notice to the supplier/ successful bidder, on account and at the risk and cost of the defaulting supplier the stores not supplied without cancelling the supply order.
 - c. To cancel the Purchase order / contract or a portion thereof, and if so desire to purchase the stores at the Risk and cost of the defaulting supplier.
 - d. To extend the period of delivery with or without penalty as may be considered proper. The Penalty, if imposed shall not be more than the agreed Liquidated damages referred in clause (a) above.
 - e. To forfeit the Security Deposit in full or in part.

22. FORCE MAJEURE

22.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

22.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

23. TERMINATION FOR DEFAULT

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

- (a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to GCC Clause 20;
- (b) if the supplier fails to perform any other obligation(s) under the Contract; and
- (c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- (d) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices in competing for executing the Contract, pursuant to ITB Clause 2.

23.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC Clause 23.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

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

24. TERMINATION FOR INSOLVENCY

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

25. Passing of Property: Property in the stores will pass on to the purchaser only when the same has been Supplied, Installed & Commissioned by the supplier as per terms of the order.

26. FRAUD AND CORRUPTION

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

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - ii) “fraudulent practice” means a misrepresentation of facts and / or concealment of fact in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

27. TERMINATION FOR CONVENIENCE

- 27.1** The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2** The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. SETTLEMENT OF DISPUTES

- 28.1** If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
 - 28.2.1** Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
 - 28.2.2** The dispute resolution mechanism to be applied shall be as follows:
 - (a)** In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding

Arbitrator shall be appointed by the Managing Director, Bihar Medical Service and Infrastructure Corporation Ltd , Patna.

- (b) Where the value of the contract is Rs.1 crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Managing Director, Bihar Medical Service and Infrastructure Corporation Ltd , Patna.
- (c) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Managing Director, Bihar Medical Service and Infrastructure Corporation Ltd , Patna.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (c) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Managing Director, Bihar Medical Service and Infrastructure Corporation Ltd , Patna.making such an appointment shall be furnished to each of the parties.
- (e) The venue of Arbitration shall be the place from where the contract is issued i.e Patna, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (g) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.

28.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. All disputes shall be subject to the jurisdiction of Patna Courts only.

32. NOTICES

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

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

33. The supplier should give an unconditional acceptance of all terms and conditions as specified in the bid document. In case of any deviation the same should be brought out in a separate sheet (Refer Form 10 – sample form)

SECTION III- SPEICIAL CONDITIONS OF CONTRACT

SECTION IV- SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Note: Delivery Schedule expressed below is the number of days required to deliver the Equipment at Consignee Location from the date of receipt of Purchase order.

Serial No.	Brief Description of Goods	Qty./No.	Delivery & Schedule	Earnest Money Deposit (EMD) in Indian Rupees
1	Vertical Uprights(with straight & Diagonal Bracings)	1042	90 Days	600000
2	Horizontal Step beam (with 3mm hooks)	9600	90 Days	
3	Decking Panel	76800	90 Days	

Consignee list

S.No.	Brief Description of Goods	Consignee List					Qty
		Fatuha	Muzaffarpur-I	Muzaffarpur-II	Kasba-1	Kasba-II	
1	Vertical Uprights(with straight & Diagonal Bracings)	338	108	188	204	204	1042
2	Horizontal Step beam (with 3mm hooks)	3080	1000	1760	1880	1880	9600
3	Decking Panel	24640	8000	14080	15040	15040	76800

SECTION V: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

- **Vertical Uprights(with straight & Diagonal Bracings)**

It should be made out of CR Coils with size of 80mm X 80mm.

It should be thickness of 1.60 mm.

- **Horizontal Step beam (with 3mm hooks)**

It should be of size of 100 mm X 2400 mm.

It should be thickness of 2.00 mm.

- **Decking Panel**

It should be of size of 150 mm X 850 mm.

It should be thickness of 1.00 mm.

- **Area**

Area of per rack: Height 5000 mm x width 2400 mm x depth 900mm having 5 loading level.

- **Weight Carrying Capacity**

Each Level should have a minimum weight carrying capacity of 800 Kg UDL.

- **Protection Coating**

All Verticals & Decking Panels Should be powder coated in Colours.

- **Steel Quality**

Racks should be made of High Quality steel like SAIL, TATA, Essar, Jindal or Equivalent.

- The supplier will undertake the Installation & Commissioning of Pallet Racks also.

SECTION VI: SAMPLE FORMS

Notes to Bidders on the Preparation of Sample Forms

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 6.

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

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

1. Bid Form

Ref No.

[insert: *date of bid*]

[Purchaser specify: "IFB No.: BMSICL/2012-13/WH-001" opened on]

[insert: **Supply, Installation & Commissioning Pallet Racks for BMSICL Warehouses in Bihar**]

To:

*Managing Director,
Bihar Medical Services and Medical Services Corporation,
Gandhi Maidan, Patna.*

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity of the said Bidding Documents in accordance with the terms and conditions of the specified therein.

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

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

We agree to abide by this bid, for the Bid Validity Period specified in Clause 14 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

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

Our Price Bid is being submitted in Cover 'B' separately.

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

Signed:

Date:

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

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

Form-2 Price-Bid

PRICE SCHEDULE												
1	2	3	4	5						6	7	8
Sch No.	Item Description	Country of origin	Quantity	Ex-factory ex-Showroom off-shelf (A)	Excise duty if any (B)	Packin g & Forwarding (C)	Inland transport, Insurance & Incidental costs incidental to delivery (D)	Incidental services as listed in GCC (E)	Custo ms Duty	Unit price A+B +C+ D	Total price per schedule for delivery at final destination	Sales & other taxes payable if contract is awarded

3. Earnest Money Deposit (EMD) Form

Date: [insert: *date*] IFB: [insert: *name and number of IFB*]
Contract: [insert: *name and number of Contract*]

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

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

KNOW ALL PERSONS by these present that WE [insert: *name of bank*] of [insert: *address of bank*] (hereinafter called “the Bank”) are bound unto [insert: *name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [insert: *amount*], for which payment well and truly to be made to the said Purchaser, without demur and on demand , the Bank binds itself, its successors and assigns by these presents.

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

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

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

We understand that this is an irrevocable Bank Guarantee which can be released only on the instructions of the Purchaser.

This guarantee will remain in full force up to and including [insert: *the date that is 30 days after the period of bid validity*], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed:

Date:

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

Common Seal of the Bank

5. Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: date]*

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

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

To:

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

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on *[insert: date]* between you and *[insert: name of Supplier]* (“the Supplier”) concerning the supply and delivery of *[insert: a brief description of the Goods]*. By this letter we, the undersigned, *[insert: name of bank]*, a bank (or company) organized under the laws of *insert: country of bank* and having its registered/principal office at *[insert: address of bank]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of *[insert: amount in numbers and words]*. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 5.4.

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

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee plus 90 days, as governed by the Contract The date of such expiration of the Performance Guarantee will be eighteen months from the date of completion of supply. The Purchaser will issue a certificate indicating the date of last supply. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered /airmail post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

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

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

For and on behalf of the Bank

Signed:

Date:

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

Common Seal of the Bank

6. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

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

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

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

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

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

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

7. LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach the Purchaser before date of bid opening)

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

Subject : Authorisation for attending bid opening on _____(date) in the
Tender of _____.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on
behalf of _____ (Bidder) in order of preference given
below.

Order of Preference Name Specimen Signatures

- I.
- II.

Alternate
Representative

Signatures of bidder

Or
Officer authorized to sign the bid

Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is
restricted to one, first preference will be allowed. Alternate representative will be permitted when regular
representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as
prescribed above is not recovered.

8. CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

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

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

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

Warehouse In charge

9 .Statement for technical / commercial Deviation:

S.NO	Technical / Commercial terms desired by BMSICL in the bid document	Bidders offer	Bidders Deviation if any

11. FORMAT OF GENERAL GUARANTEE FOR WARRANTY

(To be submitted on Firms Letterhead)

Warranty Certificate

Date:

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

for.....

Station : (Signature with Name and Designation)

Date :

Company Seal

Contact Details:

- **For any query contact Sunil Kumar Singh , Deputy General Manager (Supply Chain), Ph No: 9471006239, Email: dgmsc-bmsicl-bih@nic.in**
- **Detail Design is attached**