



BID DOCUMENT FOR THE SUPPLY OF MEDICAL DEVICE/CONSUMABLES TENDER FY 2023-2025
Bihar Medical Services & Infrastructure Corporation
Limited
2nd & 3rd floor, Swasthya Bhawan, Behind IGIMS,
Sheikhpura, Adjacent to State Health Society, Patna
800014, Bihar.
Phone: 9471009074, 9471009193

**BID DOCUMENT FOR RATE CONTRACT AND SUPPLY OF MEDICAL
DEVICES/CONSUMABLES FOR DIFFERENT HEALTHCARE
FACILITIES FOR THE STATE OF BIHAR FOR THE YEAR 2023-2025**

(Tender Reference No.: BMSIC/MEDICAL DEVICES/CONSUMABLES/23-09)



Bihar Medical Services and Infrastructure Corporation Limited (BMSICL)
2nd & 3rd floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society,
Patna 800014, Bihar.

[Url:https://www.bmsicl.gov.in](https://www.bmsicl.gov.in)

Phone:+916122283287,+916122283288

BIHAR MEDICAL SERVICES AND INFRASTRUCTURE CORPORATION LIMITED
TABLE OF CONTENTS

S.N.	DESCRIPTION	Page No.
1	Introduction	4
2	Tendering System	4
3	Minimum Eligibility Criteria (Technical Bid- Cover A)	5
4	Financial Bid/Price Bid	7
5	General Conditions	7
6	Earnest Money Deposit	8
7	Guidelines for Preparation of Tender	9
8	Period of Validity of Tender	10
9	Amendment of Tender Documents	10
10	Method of Submission of Tender	10
11	Deadline for Submission of Tender	11
12	Modification and Withdrawals of Bids	11
13	Demonstration of Technical Specification & Performance	11
14	Opening of Tender	11
15	Evaluation of Tender	12
16	For deciding the overall L1 bidder	12
17	Inspection of Manufacturing Facilities	13
18	Acceptance/Rejection of Bids	13
19	Award of Contract	13
20	Security Deposit / Performance Guarantee	14
21	Purchase Procedures	14
22	Supply Conditions	16
23	Summary of Schedule	18
24	Logograms	19
25	Packaging	19
26	Quality Testing & Quality Controls	20
27	Payment Provisions	21
28	Deduction of Payments & Penalties	22
29	Blacklisting in the event of Withdrawal from the Tender and Non-Adherence to the Quality Standards & Supply Schedule	22
30	Saving Clause	24
31	Applicable Law & Jurisdiction of Courts	24
32	Resolution of Disputes	24
33	Taxes	25
34	General Guidelines for the submission of e-tender	25
ANNEXURES		
34	List of POCT device, reagent/cartridge and Lancets to be Tendered (Annexure-I)	27
35	Affidavit for Non-Blacklisting (Annexure-II)	28
36	List of Items to be quoted (Annexure-III)	29
37	Affidavit (Acceptance of tender conditions) (Annexure-IV)	30
38	Bidders Details (Annexure-V)	31
39	Check List (Annexure-VI)	32

40	Essential Technical Terms & Conditions for the Supply of POCT device, reagent/cartridge and Lancets (Annexure-VII)	35
41	Non-Conviction Declaration (Duly notarized) (Annexure- VIII)	37
42	Manufacturer's Authorization Form (Annexure-IX)	38
43	Format Of Bank Guarantee of Earnest Money Deposit (Annexure-X)	39
44	Performance statement (Annexure-XI)	42
45	AFFIDAVIT (Self Declaration for Lowest Rate Quotation) (Annexure-XII)	43

BID DOCUMENT FOR RATE CONTRACT & SUPPLY OF MEDICAL DEVICES/CONSUMABLES FOR THE STATE OF BIHAR FOR THE YEAR 2023-2025

1. INTRODUCTION

Managing Director, Bihar Medical Services and Infrastructure Corporation Limited (Government of Bihar), (hereinafter referred as Tender Inviting Authority) invites Tender for the rate contract & supply of POCT device to identify sickle cell Anaemia, reagent/cartridge and Lancet for the state of Bihar. This tender is an e-tender and only online bid submission is permissible.

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 format shall be submitted online only. The price shall be quoted on basic units i.e. The bidders must have to quote the price of all individual item/ pack i.e., 1) Each POCT device with required accessories as per the specification 2) Each Piece of reagent/cartridge 3) Each piece of lancet in the respective rows of financial bid. Overall L1 bidder shall be decided as per the procedure outlined in the Clause **16** of this bid document.
- b)** The Tender has been called in the generic names of POCT device, reagent/cartridge and lancets. The bidders should quote the rates for the POCT device, reagent/cartridge and lancets in generic names. The products offered shall comply with the tender specifications given in **Annexure-VII**.
- c)** Rates should be quoted for each POCT device, reagent/cartridge and lancets “on door delivery basis” in the format given in price bid. Conditional bid shall not be accepted.

The delivery point shall be the different warehouses of BMSICL across the state of Bihar.

- d) The bidder shall allow inspection of the factory (manufacturer)/warehouse (importer) at any time by an Expert/Official or by a 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/warehouse and the quality control measures adopted there.
- e) **Bidders are required to submit rates for each POCT device, reagent/cartridge and lancets as included in Annexure-I, otherwise the bid shall become unresponsive.**

3 Minimum Eligibility Criteria (TECHNICAL BID)

Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid 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) A bidder is required to submit **ONLY in form of Bank Guarantee (Offline mode)** of Rs. 5,00,000/- (Rupees Five Lakhs) drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna.
- 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** to be supported by the Board resolution by which the authorized signatory has been authorized by the bidder firm to sign the tender documents if such bidder firm is a public/private limited company.
 - For partnership firm all partners should jointly provide power of attorney in favour of one partner or in favour of an individual of their choice.
 - In case of proprietary firm, the proprietor should sign all tender documents or vest the power of attorney with an individual of his choice.

- Power of Attorney duly notarized should be provided on a Non-Judicial stamp paper of adequate value.

f) Bidders must have :-

- Minimum three years old valid Manufacturing/ import License with latest license renewal certificate.
- Must have three years of experience in manufacturing / Importing of the quoted item.
- Must have three years of experience in supplying the quoted items to Central Government/ any state government/ Government corporation/ any Central Government or State Government PSU.
- Bidder who are manufactures for all the floated items or bidder who are direct importers for all the floated items or bidder who are manufacturer for some of the floated items as well as importer for the remaining floated items are allowed to participate in the bidding process.

Bidders shall submit self-attested copies of their manufacturing license (for manufacturer)/ import License (for direct importer)/ manufacturing & import license (for manufacturer as well as direct importer), invoices raised against the executed supply order/ orders of the quoted items in support of above mentioned conditions.

- g)** In case of Importer, the bidder (importer) firm must have valid import License. All Quoted products should be accompanied by their invoices and statements 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)** The importer will have to also furnish the manufacturer's authorization form from the original equipment manufacturer (OEM) as per Annexure IX.
- i)** A self-declaration of Non-Conviction on a Judicial Stamp Paper of adequate value to be submitted which should be dully notarized (Annexure VIII). The date of self-declaration Non-Conviction Affidavit should be post the date of publication of this tender.
- j)** Copy of the audited balance sheet and Profit and loss statement showing details of their annual average turnover not less than **5 Crores** 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.
- k)** Copy of Income Tax Return for any three of last four consecutive Assessment years should be submitted (self-attested).
- l)** The tenderer should give an affidavit as per **Annexure-II** 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 the Central Government / any

Central Government agency/any state government or any of the state government agency / or any drug/PSU or by BMSICL.

- m) Duly signed list of items quoted in prescribed format as per **Annexure-III**.
- n) Copy of PAN Card of the bidder company should be submitted (self-attested).
- o) Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).
- p) **All certificates/documents as required to comply with the Medical device rules 2017 for supply of invitro diagnostic devices should be provided.**

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 Mandatory 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 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 formats attached to the Bid document. The price bid submitted in any other format will be treated as non-responsive.
- b) 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. The bidder shall not rename the price bid files.
- c) The rate quoted shall be per unit i.e. price per ml inclusive of all taxes (except GST) & duties including insurance, freight, handling charges at various heads etc. applicable at the time of bidding. It is clarified that in case of any change in the tax/duty rates the same may apply from time to time.

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.

- 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/-** as only online mode (**Eproc-2**).
- c) All tenders must be accompanied with Earnest Money Deposit as specified in the tender document.
- d) A pre-bid meeting will be held on **06th October at 14:30 Hrs.** at **BMSICL Conference Hall, 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Bihar, Patna- 800014.**
- 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 POCT device to identify sickle cell Anaemia, reagent/cartridge and Lancet are shown in **Annexure-I. *The quantity mentioned therein is tentative and may vary*** depending on the actual requirement during the rate contract period.
- g) 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 <http://industries.bih.nic.in>.
- h) The certificates/ reports / annexures submitted with the bid document should be self-attested by the authorized signatory of the firm with official seal, wherever required.
- i) Affidavit declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per **Annexure-IV**.
- j) Duly filled check list as per given **Annexure-VI to be submitted at the time of uploading the bid.**
- k) 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.
- l) **Validity of Rate Contract:** -Initial Rate Contract shall be valid for a period of 2(two) years and may be extended for another term of 1 (one) year on evaluation of satisfactory performance of the Bidder.

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 fee and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid.
- c) EMD of unsuccessful bidders will be discharged/ refunded to the bidders, immediately.
- d) EMD of the successful bidders will be returned on signing the contract & furnishing of required Performance Security Deposit.
- e) The Earnest Money Deposit for the Tender will be forfeited without further notice if:
 - i. The bidder withdraws his/her offer within the bid validity period before finalization of the tender.
 - ii. On his/her refusal/failure 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. He/she 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 prevail. 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.
- b) The Tender Inviting Authority may extend the bid validity for further period with consent of the bidder.
- c) The bidder who has extended the bid validity is neither required nor permitted to modify its bid.

9. AMENDMENT OF TENDER DOCUMENTS

Bidders/ Prospective bidders are advised to browse the official website of BMSICL (www.bmsicl.gov.in) 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 on the e-tender portal.
- b) Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed on 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, Ashiana Road, P.S- Shastri Nagar Patna- 800014. 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 on 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. Demonstration of Technical Specifications & Performance:

- a) Before opening of the Price Bid, if it is decided by the Tender Inviting Authority to have a demonstration of the floated Medical devices for assessing the compliance to the technical specification as indicated in Section VII, then the bidder shall arrange for demonstration of offered items (of the same make & model as offered in the bid) at BMSICL at its own cost.
- b) The intimation of demonstration of technical specification & performance will be intimated to the bidders with a notice of 7 days to 14 days and the bidder should get ready accordingly to participate in the demonstration session with the requested sample of items without fail.
- c) Failure to attend or demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.
- d) The Tender Inviting Authority's /User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

14. 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.

15. 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.
- c) Final rate list of L1 bidders will be published on the official website of the BMSICL (www.bmsicl.gov.in).
- 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 bid of a bidder is opened then only those financial bid of quoted product shall be considered of whose technical bid has been found eligible by the Technical Evaluation Committee.

16. FOR DECIDING THE OVERALL L1 BIDDER, THE FOLLOWING PROCEDURE SHALL BE ADOPTED: -

- i. **Total quoted rates for all floated items i.e., 1) Each POCT device with required accessories as per the specification 2) Each piece of lancet 3) Each Piece of Reagent/Cartridge, of each bidder shall be ascertained and L1, L2 and L3 bidder for total quoted rates shall be identified. L1 bidder shall be awarded the rate contract provided the L1 bidder agrees to match the L1 rate for all individual L1 rates of the quoted items for which it is not the L1 bidder. If the L1 bidder refuses to match the individual L1 rates of POCT device, reagent/cartridge and lancets for which it is not the L1 bidder, L2 of total quoted rates shall be offered to match both the total L1 rate and individual L1 rates for which it is not the L1 bidder. Similar offer shall be extended to L3 bidder incase of refusal by L1 & L2. If L1, L2 and L3 refuse to comply with the terms of the offer as mentioned above,**

retendering shall be resorted to. Under no condition the offer shall be extended beyond L3 bidder.

- ii. The final overall L1 rate shall be the sum of the individual L1 rates for all POCT device, lancet & Reagent/Cartridge on conclusion of the above said counter offer process.**

17. 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.
- d)** For importer regarding inspection of the warehouse and office of the bidder the inspection may be conducted by the Tender inviting authority at its sole discretion at any stage before or after acceptance of the bid or award of contract.

18. 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.

19. 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 terms of **clause 16**. 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.

20. 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 within the stipulated time frame as per the LOI.
- c) Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual and warranty obligations.
- d) In case, security deposit amount does not suffice the requirement for the purpose of performance guarantee as per Purchase order, the difference amount shall be deducted from the bill amount.

21. 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.

- b)** The supplier shall start supply of the MEDICAL DEVICES/CONSUMABLE 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 MEDICAL DEVICES/CONSUMABLE 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.

22. SUPPLY CONDITIONS

- a) The POCT device, lancet & Reagent/Cartridge supplied by the successful bidder shall be of the Standard Quality and shall comply with the specifications, stipulations and conditions laid down in this bid document and Rate Contract/agreement.
- b) The supplier shall supply the POCT device, lancet & Reagent/Cartridge 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 23 of this bid document.
- e) Leaked, soiled, broken containers with damaged labels shall not be accepted.
- f) The supplied POCT device, lancet & Reagent/Cartridge must have 75% of shelf life period. The Shelf life period shall be in accordance with Drugs and Cosmetics Act, 1940 & Medical devices rules 2017.

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 POCT device, lancet & Reagent/Cartridge Testing Laboratory/Central Medical device testing laboratory along with In House Quality Control Laboratory (as applicable) with necessary protocols for every batch of items supplied along with the consignment.
- h) Bidder shall supply the product at the 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 POCT device, lancet & Reagent/Cartridge at the specified destinations, submit Invoice and other relevant documents etc., at the Head Office, BMSICL claiming payment for the supply made. Detailed provisions are mentioned in clause 27 (d).
- j) The supplier shall supply the POCT device, lancet & Reagent/Cartridge 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, the invoice shall specify the generic name of the POCT device, lancet & Reagent/Cartridge as tendered together with brand name if any. Where more than one batch of the quoted item 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 be 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 POCT device, lancet & Reagent/Cartridge 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 the event of POCT device, lancet & Reagent/Cartridge 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 22(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.**
- m)** The bidder shall undertake on-site calibration of the POCT device every 6 (six) month as part of the after sales service during the period of comprehensive warranty and submit a “calibration certificate” to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.
- n)** The offered warranty includes visits to the user institutions at frequencies prescribed under preventive maintenance, Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
- o)** It is hereby clarified that no extra payment other than the L1 rate finalized in respect of the POCT device, lancet & Reagent/Cartridge shall be made to the successful bidder for the fulfilment of the above said conditions of this clause.

23.

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 MEDICAL DEVICES/ CONSUMABLE <i>except vaccine, cold chain and blood Products.</i>	:	The schedule of supply of MEDICAL DEVICES/CONSUMABLE 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 60th days penalty will be @ 0.5 % of value of unexecuted supply order per day upto 80th 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	

*** 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.

24. 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 products have to be supplied in standard pack size with printed logogram of proportionate size and shall also conform to the relevant provisions of **Medical Device Rules & Drugs & Cosmetics Act 1940**. Affixing of stickers and rubber stamps shall be accepted only if permitted by the concerned licensing authority. *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.

25. PACKAGING

- 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. 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 in accordance with relevant rule under Drug &Cosmetic Act,1940(23 of 1940) and Medical Devices Rules 2017.
- e) As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed in separate pack.
- f) Labelling on Primary and Secondary Packing material 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) Loose packing of the POCT device, reagent/cartridge and lancets shall not be accepted.
- h) The POCT device, reagent/cartridge and lancets shall also be supplied with bar coding conditions. (For details visit website www.gs1india.org)
- i) The packings/labels of two different products of a same supplier should be clearly distinct from each other.

26. QUALITY TESTING & QUALITY CONTROL

- a) **Product Standards for Medical Device-** (1) The medical device shall conform to the standards laid down by the Bureau of Indian Standards established under section three of the Bureau of Indian Standards act 1985(63 of 1985) or as may be notified by the MoHFW in the central government from time to time.
- b) (2) Where no relevant standards of any medical device has been laid down under sub rule (1), such device shall conform to the standards laid down by the International Organization for Standardization (ISO) or International Electro- Technical Commission (IEC), or by any other pharmacopoeia standards.
- c) (3) In case of the standards which have not been specified under sub rule (1) and sub rule (2), the device shall conform to the validated manufacturer's standards.
- d) All the batches of the POCT device, lancet & Reagent/Cartridge supplied shall be supported by test/analysis reports furnished by independent NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with In House Quality Control report of the manufacturer. The TIA has the right to get the POCT device, reagent/cartridge and lancets tested at the laboratories of his choice for further verifications.
- e) **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.
- f) 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 laboratories as per the choice of Tender Inviting Authority.
- g) A flat 2% of total bill amount shall be deducted from the bills of the supplies of POCT device, lancet & Reagent/Cartridge, towards testing & handling charges of POCT device, lancet & Reagent/Cartridge from the supplier.
- h) The POCT device, lancet & Reagent/Cartridge 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" such batch/ batches will be deemed to be rejected goods and action will be taken as per tender clause.
- i) 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.

- j) 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 1940 & Medical devices Rules, 2017. 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.

27. PAYMENT PROVISIONS

- a) No advance payments towards costs of POCT device, reagent/cartridge and lancets will be made to the supplier.
- b) Payments for supply will be considered only after supply of at least **50%** of the quantity ordered is completed, **PROVIDED** reports of Standard Quality of the batch tested at a NABL Accredited Testing Laboratory/Central Medical device testing laboratory along with the In house quality control Laboratory of the manufacturer is furnished along with the invoice in respect of each batch supplied. 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 22 (j) and (k) 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 the 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.

28. 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 penalty at the rate of 20% of the value of unexecuted supply and such penalty is recoverable from any amount payable to the supplier including the 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 liquated damage charges 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.

29. 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 THROUGH QUALITY TEST BY THE EMPANELLED LABORATORIES OF BMSICL

1. Each and every batch of the supplied products shall be subjected to quality test as and when required by BMSICL.
2. If such Sample fails in quality test 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 quality test, 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 quoted products 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.

30. 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.

31. 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.

32. 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 only in Patna, Bihar, India.

33. 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*.

34. 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) **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 on or before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded should be 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			
TENDERED PRODUCT LIST			
S. N.	Name of the Products	Pack size	Estimated Quantity for 2023-2025
1.	POCT device	Each Piece	50 Nos
2.	Lancet	Each Piece	330000
3.	Reagent/Cartridge	Each Piece	330000

Note:-

1) The device and Reagent/Cartridge (per batch/piece) shall be quoted with 2 years of replacement warranty deliverable at the user site.

2) The bidders must have to quote the price of all individual item/ piece i.e., 1) Each POCT device with required accessories as per the specification 2) Each Piece of Lancet 3) Each Piece of Reagent/Cartridge in the respective rows of financial bid.

3) The tender inviting authority shall not be binding with any kind of offer for free supply of device based on specific quantity of order of Reagent/Cartridge or any such request to issue order for fixed or bulk quantity of the Reagent/Cartridge. The price quoted for respective items in the price bid sheet shall be final. In case, the bidder offers free supply of device then there should not be any condition that the device is free against any specific quantity of Reagent/Cartridge and lancets. In that case, the device cost shall be taken as “Zero” irrespective of the order quantity of Reagent/Cartridge/lancet.

3) 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.

ANNEXURE-II

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 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 or by BMSICL. We are eligible to participate in the tender no. **BMSIC/MEDICAL DEVICES/CONSUMABLES/23-09**.

Date: Signature

Seal:

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

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

ANNEXURE-III

LIST OF ITEMS QUOTED

Tender No.: BMSIC/MEDICAL DEVICE/CONSUMABLE/23-09

Bidder Name:

S .N.	Name of the Product	Pack size	Qty required per test in ml	Whether Manufacturer/Importer	Mfg. /Import License No. and Date	HSN CODE	Date of issue of product approval BY licensing authority	Mfg./Import License and product approval valid up to
1								
2								
3								

Note: -For every quoted product, the bidder shall attach the approved Lab report.

Date:

Signature

Seal:

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

ANNEXURE-IV

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)

ANNEXURE – V

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

ANNEXURE VI

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.	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).			
2.	A bidder is required to submit ONLY in form of Bank Guarantee (Offline mode) of Rs. 5,00,000/- (Rupees Five Lakhs) drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any Scheduled/Nationalized bank payable at Patna as per Clause 3 (b) of the NIT.			
3.	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 as per Clause 3 (c)			
4.	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, as per Clause 3 (d)			
5.	<p>Power of Attorney to be supported by the Board resolution by which the authorized signatory has been authorized by the bidder firm to sign the tender documents if such bidder firm is a public/private limited company.</p> <ul style="list-style-type: none"> ▪ For partnership firm all partners should jointly provide power of attorney in favor of one partner or in favor of an individual of their choice. ▪ In case of proprietary firm, the proprietor should sign all tender documents or vest the power of attorney with an individual of his choice. ▪ Power of Attorney duly notarized should be provided on a Non-Judicial stamp paper of adequate value. <p>As per clause 3(e).</p>			

6.	<ul style="list-style-type: none"> •Minimum three years old valid Manufacturing/ import License with latest license renewal certificate. •Must have three years of experience in manufacturing / Importing of the quoted item. •Must have three years of experience in supplying the quoted items to Central Government/ any state government/ Government corporation/ any Central Government or State Government PSU. • Bidder who are manufactures for all the floated items or bidder who are direct importers for all the floated items or bidder who are manufacturer for some of the floated items as well as importer for the remaining floated items are allowed to participate in the bidding process. <p>Bidders shall submit self-attested copies of their manufacturing license (for manufacturer)/ import License (for direct importer)/ manufacturing & import license (for manufacturer as well as direct importer), invoices raised against the executed supply order/ orders of the quoted items in support of above mentioned conditions.</p>			
7.	In case of Importer, the bidder (importer) firm must have valid import License. All Quoted products should be accompanied by their invoices and statements 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. As per clause 3(g).			
8.	The importer will have to also furnish the manufacturer's authorization form from the original equipment manufacturer (OEM) as per Annexure IX. As per clause 3(h).			
9.	A self-declaration of Non-Conviction on a Judicial Stamp Paper of adequate value to be submitted which should be dully notarized (Annexure VIII). The date of self-declaration Non-Conviction Affidavit should be post the date of publication of this tender. As per clause 3(i).			
10.	Copies of the Audited Balance Sheet and Profit and Loss statement showing details of their annual average turnover not less than 5 crores 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 as per Clause 3(j).			
11.	Copy of Income Tax Return for any three of last four consecutive Assessment years should be submitted (self-attested)As per Clause 3(k).			
12.	The tenderer should give an affidavit as per Annexure-II 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 the Central Government / any Central Government agency/any state government or any of the state government agency or by BMSICL. As per Clause 3(l).			
13.	Duly signed list of items quoted in prescribed format as per Annexure-III. As per Clause 3(m).			
14.	Copy of PAN Card of the bidder company should be submitted (self-attested). As per Clause 3(n)			
15.	Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested). As per Clause 3(o)			
16.	All certificates/documents as required to comply with the Medical device rules 2017 for supply of invitro diagnostic devices should be provided. As per Clause 3(p)			
17.	Affidavit declaration regarding acceptance of tender conditions to be submitted by the bidding firm as per Annexure IV (Clause 5(i) of NIT).			
18.	Performance Statement as per Annexure-XI			
19.	Affidavit (Self Declaration for Lowest Rate Quotation) (Annexure-XII)			

Date:

Signature

Seal:

(Authorised Signatory)
Name and Address of the Bidder

ANNEXURE-VII

TECHNICAL SPECIFICATIONS

1. The machine should be a Point of care device, easily portable with weight less than 3kg.
2. The principle of the test should be either electrophoresis or chromatographic immunoassay.
3. The test should be easy to perform at the community/field by the health care personnel.
4. The test result should be quantitative and should be able to detect Thalassemia major, Thalassemia Trait, Sickle cell Anemia, Sickle cell trait, compound heterozygous sickle Thalassemia and Fetal Hemoglobin variants.
5. The test should be able to identify sickle status in the new born.
6. The sensitivity and specificity of the test should be 98% and 100% respectively.
7. The amount of sample material to be injected into the system should not exceed 0.5 ml.
8. The time taken for the performance of the test should not be more than 10 minutes (from the point of injection of the sample to the result display in the reader).
9. The test result should be read of the counter at the field level and not require any expert interpretation.
10. The result should not vary due to low battery/low voltage.
11. The reader/main machine should be able to run with (or) without electricity. (Battery backup) should be available for a minimum period of 12 hours. It should be rechargeable battery system with the recharge through 5 amps plug 250 AC outlet or through micro USB type B charger as in common mobiles or charged through power bank. Two replacement lithium ion should be provided.
12. There should be an indicator to indicate the battery charge.
13. The battery unit if not working (or) has completed its usefulness the battery should be replaced by the company within 48 to 72 hours.
14. The reader/main machine should be sturdy and able to withstand temperature of up to 5 C – 45 C.
15. The machine should be able to print out the results for documentation and also stores in its memory, a minimum of 1500 tests.
16. The machine should have been enables to connect by Wifi/Hot spot (wireless storage/stored in cloud) and should also have provision to down load the data stored by means of on USB.
17. The Reader/Main machine should be GPS enabled.
18. The reader should come with a minimum comprehensive warranty for a period of 5 years.
19. On site servicing should be available within 48-72 hours and online guidance to troubleshoot should be available 24*7.
20. The reader should have ECE/CEE/CER certification (or) equivalent to it.
21. A shoulder carry bag should be provided to house main machine along with the consumables. The overall weight of the equipment with the shoulder carry bag should not exceed 5 kilogram- 6 kilogram.
22. The bidder should quote rate for reagent/Cartridge- per test and Lancet in price bid and it will be considered for price evaluation.

23. The bidder should quote rate for Lancet pen under optional accessories and the price will not be considered for evaluation. The rate of reagent/Cartridge- per test, Lancet and Lancet Pen will be frozen for period of 5 years.

Note:

1. Bidders shall furnish technical compliance statement for the model quoted, details of manufacturer including deviations if any. Technical catalogue /data sheet shall also be furnished in support of technical compliance statement without fail.
2. Not demonstrating the equipment when requested by purchaser is a reason for rejection.

Annexure-VIII

Non-Conviction Declaration (Duly notarized)

From:-

M/s.....
.....
.....

To
Managing Director
BMSICL, Patna

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

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

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

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

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

Yours faithfully,

(Authorized Signatory/Signature of the Bidder)

Date:
Place:
Seal of the Agency

Name:
Designation
Address:

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

Annexure-IX

MANUFACTURER'S AUTHORISATION FORM

*(to be submitted by bidder in a **letterhead** in case the bidder is the importer of OEM)*

No.

Dated:

To

The Managing Director

Bihar Medical Services and Infrastructure Corporation Limited

Dear Sir / Madam,

Bid Reference No:

Equipment Name:

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at and , do hereby authorize M/s. (Name and address of bidder) as (Importer) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no..

2. **No company or firm or individual** other than M/s. are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.

3. We also hereby undertake to provide full guarantee/warranty /Calibration as agreed by the bidder in the event the bidder is changed as the importer or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive guarantee/warranty /Calibration and to supply all the spares/reagents / consumables for 2 years.

4. We also hereby declare that we have the capacity to manufacture and supply the commission quantity of the Product bided within the stipulated time.

(Name)

for and on behalf of M/s.

Date: (Name of manufacturers)

Place:

Seal

Note: *This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

ANNEXURE X

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 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

ANNEXURE-XI

PERFORMANCE STATEMENT						
(For the period of last three years)						
(Please furnish order copies of the client serially, the names of which are mentioned below)						
	Name of Bidder:				Name of the Item: (Performance statement in this format for each quoted item shall be submitted)	
	Name Manufacturer/ Importer:					
	Item Name with Product NIT S.N.:					
S. N.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Specification	Qty	Date of Completion	Have the items been supplied satisfactorily (attach documentary proof)
1						
2						
3						
4						
(Attach separate sheets if the space provided is not sufficient) *The documentary proof will be copies of the purchase order (during last three years) indicating P.O. No. and date.						

ANNEXURE-XII

AFFIDAVIT (Self Declaration for Lowest Rate Quotation)

From:-

M/s.....

The
Managing
Director,
BMSICL

I, _____ Son/Daughter/Wife of Shri _____ do hereby declare that the quoted prices for the Products 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)

-END-