

**BIDDING DOCUMENTS
F O R
Procurement and Rate Contracting of Indelible Ink Marker Pens for pulse polio immunization and other
program in Bihar**



Bid Reference: BMSICL/2015-16/ME-032

**Bihar Medical Services And Infrastructure Corporation Limited
5th Floor, Bismaun Bhavan,
Gandhi Maidan, Patna (Bihar) India**

(BMSICL/2015-16/ME-032)

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

Telephones: 0612-2219634

Fax: — — — —

e-mail:

**INVITATION FOR BIDS
FOR
PROCUREMENT OF Indelible Ink Marker Pens
[Modify
*as appropriate to indicate general description of items under procurement]***

TENDER REFERENCE NO. : BMSICL/2015-16/ME-032

Date & Time for Downloading of Bid document : 07th September 2015 from 10:00 Hrs.
(www.eproc.bihar.gov.in) to 30th September 2015 till 1700
Hrs. (www.eproc.bihar.gov.in)

Date / Time and Place of Pre Bid meeting : 14th September 2015 at 15:00 Hrs. in conference hall
of BMSICL, 5th Floor, Biscomaun Bhawan

Last Date and time for submission of online bid : 1st October 2015 by 1700 Hrs. (www.eproc.bihar.gov.in)

Last Date, time & place for submission of
original Document for EMD, Tender Fee,
Technical Bid & Sample of Quoted Item : 6th October 2015 until 1400 Hrs. at the office
of BMSICL, Patna.

Date/Time and Place for
Opening of Technical Bid. : 6th October 2015 at 1500 Hrs. on the website of
www.eproc.bihar.gov.in in the office of BMSICL, Patna

Date and time of opening of financial Bids : To be informed Later on (www.eproc.bihar.gov.in)

Validity of Tender : 180 Days.

Cost of Tender Document : **Rs. 10000/- (Ten Thousand Rupees only) Non-
refundable.**

Bid Processing Fee : **Rs 1140/- (Non- Refundable)**

(BMSICL/2015-16/ME-032)

1. To participate in E-Tendering, the tenderer will have to be registered with E-Tendering service provider. For this help desk first floor, M/22, Bank of India building, Road no.-25, Sri Krishna Nagar Patna-800020, Tele Phone no.-0612-2523006, Mobile No. - 7542028164 can be approached.
2. The cost of tender document is acceptable in the form of Bank Draft issued by any nationalized bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna and it is non-refundable.
3. The required amount of Earnest Money is acceptable in the form of Bank Draft issued by nationalized and schedule Bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna. The Earnest Money in any other form shall not be acceptable.
4. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.
5. The fee of bid processing is to be deposited by the tenderer through net banking i.e. RTGS/NEFT/Debit Card. The tenderer must ensure the payment before schedule time otherwise in last moment for delay payment the corporation will not be responsible.
6. It is essential to deposit the original documents of Tender fee, EMD, Technical Bid & Sample of quoted item in sealed envelope at Bihar Medical Services Infrastructure Corporation Limited, Patna on 6th October 2015 at 14.00 hrs.
7. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical bid parallel assign the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.
8. Any queries and questions regarding the tender should be addressed to MD BMSICL (either through letter or through e-mail:- md-bmsicl-bih@nic.in and/or bmsicl.equipment@gmail.com or contact no. 0612-2219634/35) up to 7 days before of closing of online bid registration.
9. All communication, addendum/corrigendum related to this tender will be issued on the website of www.eproc.bihar.gov.in & / www.bmsicl.gov.in.
10. Managing Director, BMSICL reserves the right to reject any or all the applications without assigning any reason.

Sd/-
Managing Director
BMSICL

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INVITATION FOR BIDS
(IFB)

INVITATION FOR BIDS (IFB)

FOR

Indelible Ink Marker Pens for pulse polio immunization and other program in Bihar

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

Bid Reference No.: BMSICL/2015-16/ME-032

Date: 7th September 2015

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) on behalf of Governor of Bihar, 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, of items and related services as listed below:-

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule	Earnest Money Deposit (EMD) in Indian Rupees
1	INDELIBLE INK MARKERS PEN	--	30-45 days	1,00,000/-

2. The qualification criteria, Detailed Technical Specifications, Scope of Work, Cost of Tender Document, Earnest Money Deposit and other conditions can be seen in the tender document downloaded from the website of www.eproc.bihar.gov.in.
3. The bids must be uploaded (e-mode/ online) at the address given in para 2 on or before 1st October 2015 by 1700 Hrs. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
4. Bids will be opened (in e- mode) in the presence of bidder's representatives who chose to attend at Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor Biscomaun Bhavan on 06th October 2015 at 15.00 Hrs.
5. The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.
6. 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

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INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1. SCOPE OF BID

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

2. FRAUD AND CORRUPTION

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

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

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

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

2.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 17.1.4 and 20.1.1d. of the General Conditions of Contract

3. ELIGIBLE BIDDERS

3.1 The eligible bidder should be registered with appropriate authorities in India to manufacture / supply the tendered item, against Technical Specifications given in the bid document and should have successfully executed orders of similar nature in past. In case of imported goods, the Indian agent / bidder should be duly authorized by the manufacturer of Goods in the format given in the bidding document.

3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1 (b) and GCC Sub-Clause 17.1.4 shall be ineligible to bid for a contract during the period of time determined by the Purchaser.

3.3 Pursuant to ITB Sub-Clause 11, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4. ONE BID PER BIDDER

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

5. (a). 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). ALTERNATIVE TENDER

Alternative Tenders are not permitted.

However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

Only one tenderer is permitted to quote for the same manufacturer irrespective of models

B. THE BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENTS

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

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

6.2 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 6.1 above, said Bidding Documents will take precedence.

6.3 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.

7. CLARIFICATION OF BID DOCUMENTS

7.1 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.

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

8. AMENDMENT OF BIDDING DOCUMENTS

(BMSICL/2015-16/ME-032)

- 8.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or pursuant to ITB Clause 8, modify bid documents by amendments.
- 8.2 The amendments shall be notified by uploading the same at www.eproc.bihar.gov.in or by FAX to all prospective bidders on the address and these amendments will be binding on the prospective bidder.
- 8.3 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

9. 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.

10. DOCUMENTS CONSTITUTING THE BID

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

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13;
- (b) documentary evidence established in accordance with ITB Clause 14 and 15 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 16 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 17.
- (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.

11. 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 VII.

12. BID PRICES

- 12.1 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. Price should be as per the price schedule given in Section VII. No Foreign exchange will be made available by the purchaser.
- 12.2 Break-up of the prices indicated in the Price Schedule shall be entered in the following manner:

- (i) The Unit price should be inclusive of , Excise duty, Sales Tax, Freight, octroi/entry tax Forwarding, Packing, Insurance and any other Levies/Charges etc
- (ii) The supplier shall quote as per price schedule given in section VII for all the items given in schedule of requirement.

12.3 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.

12.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of material/goods offered.

12.5 "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".

12.6 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 13.1 above.

13. DOCUMENTS REQUIRED TO BE SUBMITTED

13.1 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 (For Indian Manufacturer only).
 - (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.
- 13.2 (i) The bidder shall furnish Balance Sheet of any three of last four consecutive Assessment years sworn as evidence that he has financial capability to perform the contract & its Minimum annual turnover should not be less than Rs 03 crore in any three of last four consecutive Assessment years sworn.
- (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 13.3 In order to enable the Purchaser to assess the proven ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 13.4 The offered product may be required to be type approved / demonstrated at the Purchaser's office as a part of technical evaluation of bids. For this purpose, the supplier shall submit a sample for type evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

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

Or

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

14. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION

14.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of its bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted.

14.2 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 item as mentioned in the 'Schedule of Requirements' up to **at least 50 thousand Indelible Ink Marker Pens for two Pulse Polio Immunization round within a year in any state of the country.** (Detail mentioned in section, "others terms & condition").
- b) Bids of bidders quoting as authorized representative of a manufacturer, can also be considered provided:
 - (i) The manufacturer furnishes authorization
 - (ii) in the prescribed format given at Section VII, assuring full guarantee and warranty obligations as per GCC Clause 12 for the items offered; and
 - (iii) The bidder, as authorized agent has supplied **at least 50 thousand Indelible Ink Marker Pens for two Pulse Polio Immunizations round within a year in any state of the country.** (Detail mentioned in section, "others terms & condition").
- c) The bidder should furnish the information on past supplies and satisfactory performance for both 15.2 (a) and (b) above, in the proforma given under Section VII, Form No. 7 & Annexure 01.
- d) Bidders shall invariably furnish documentary evidence in support of the satisfactory supply of the items issued from the end user) as specified above.
- e) 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.
- f) The bidder should furnish profit and loss statement, balance sheets and auditor's report for any three of last four consecutive Assessment years sworn, banker's certificates, (No C. A Certificate will be entertained) etc. in support of its financial standing.

- 14.3 If an agent submits bid in behalf of more than one manufacturer unless each such bid is accompanied by a separate bid form for each bid and bid securities, when required for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive

15. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

- 15.1 Pursuant to ITB Clause 11, 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.
- 15.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods ;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications, other term & condition under Technical specification 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.
- 15.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 I above, the Bidder shall note that standards for workmanship, material, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

16. EARNEST MONEY DEPOSIT (EMD)

16.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of his bid, a Earnest Money Deposit (EMD) for an amount of mentioned in Section V – Schedule of Requirements in the form of Demand Draft.

16.2 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 17.7.

16.3 The Earnest Money Deposit (EMD) shall be in the form of a Bank Draft

- (i) The Bank Draft issued by a Nationalized bank in favour of MD, BMSICL, Patna & shall be payable at Patna be submitted along with the Technical bids in a separate cover. This cover should be superscribed as **“EARNEST MONEY DEPOSIT (EMD) FOR TENDER No BMSICL/2015-16/ME-032 issued on 7th September 2015. The Bank Draft must be issued on or after 7th September, 2015.**
- (ii) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed under clause 2 (i) the commercial, technical SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

16.4 A bid not secured in accordance with para 17.1, and 17.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

16.5 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 18.

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16.6 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.

16.7 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 :
 - (c) to sign the contract in accordance with ITB Clause 29 or
 - (ii) to furnish performance security in accordance with ITB Clause 30.

17. PERIOD OF VALIDITY OF BIDS

17.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to ITB Clause 24.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

17.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The Earnest Money Deposit (EMD) provided under ITB Clause 17 shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

18. PREPARATION OF Bid

- 18.1 The Bid shall be submitted online and in physical form in parts / covers as mentioned below:-
- (i) Tender Fee, EMD (Both Online & Physical).
 - (ii) Tender Processing Fee (Only Online)
 - (iii) Technical Bid (Both Online & Physical)
 - (iv). Price Bid (Only Online).

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

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

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

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

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

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

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

(b) The price should be quoted for the accounting unit indicated on the website.

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

D. SUBMISSION OF TENDERS

19. Method of Bids submission

19.1 (a) The tender shall be submitted in online and in physical form as mentioned in GIT clause 19.

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

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

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

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

Failure in complying above mentioned clause 20.1, may lead to rejection of tender.

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

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

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

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

The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) & may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 20.2 (a) above). The responsibility for ensuring that the Sealed envelope containing documentary evidence of Tender Fee, EMD and / documentary support for seeking exemptions of, EMD as per SCC clause are delivered in time would vest with the bidder and the purchaser shall not be responsible for any delay. In the event of the specified date for physical submission of tender falls on /is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

(b) The Physical form of tender shall be delivered 6th October 2015 until 1400 Hrs to Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor, Bismaun Bhavan, Gandhi Maidan, Patna, if delivered elsewhere will be rejected.

© Venue of bid opening: 6th October 2015 at 1500 Hrs. on the website of www.eproc.bihar.gov.in Patna , If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office/ at the Website address <https://www.eproc.bihar.gov.in>.

Note: - If the envelopes is not sealed and marked as required at ITB Clause 20.1 and 20.2, the bid shall be rejected.

20. DEADLINE FOR SUBMISSION OF BIDS

20.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under ITB Clause 20.2.

20.2 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.

21. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 21, shall be rejected and the physical form of tender will be returned unopened to the bidder.

22. MODIFICATION AND WITHDRAWAL OF BIDS

22.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.

22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of ITB Clause 20. A withdrawal notice may also be sent by FAX/ e-mail but followed by a signed confirmation copy by post not later than the deadline for submission/ uploading of bids.

22.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 above, shall be returned unopened to the Bidders.

22.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to ITB Clause 17.7

E. BID OPENING AND EVALUATION

23. OPENING OF BIDS BY PURCHASER

23.1 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 VII).

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

23.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time of bid opening, except for late bids, bids without Tender Fee, EMD (except in case where exemption of EMD has been requested in pursuant to Special condition of Contract) & for such rejected bid no further evaluation will be done .

23.4 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.

23.5 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.

24. CLARIFICATION OF BIDS

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

25. PRELIMINARY EVALUATION

25.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from

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representatives, without proper Authorization from the manufacturer as per Section VII, shall be treated as non-responsive

25.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

25.3 Prior to the detailed evaluation pursuant to ITB Clause 27, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC clause 5) , Warranty (GCC clause 12), Force Majeure (GCC clause 19), Applicable Law (GCC clause 26) and Taxes and duties (GCC clause 28) along with deviation in Technical Specifications will be deemed as material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

25.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

25.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

26. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

26.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to ITB Clause 26.

26.2 The purchaser's evaluation of bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of goods offered from India, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and excise duty on finished goods if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB clause 27.3 and in the Technical Specifications:

- (a) i) cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
- (b) delivery schedule offered in the bid;
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract.

26.3 Pursuant to ITB clause 27.2 the following evaluation methods will be applied:

- (a) Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.
 - (i) Inland transportation, insurance and other incidentals, for delivery of goods to the Project site as stated in ITB clause 13.2. These costs will be added to bid price.
- (b) Delivery schedule:

The **Purchaser** desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time.

Treating the bid offering the scheduled time of arrival as the base, a delivery “adjustment” will be calculated for other bids at 2% of the exfactory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 2 months of stipulated delivery will be treated as unresponsive.

(c) Deviation in Payment Schedule:

The General Conditions of Contract clause 13 indicate the payment schedule offered by the **Purchaser**. If a bid deviates from the schedule and if such deviation is considered acceptable to the **Purchaser**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.

26.4 (i). Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID- COVER ‘A’) in Mandatory Documents Link present in the web portal of the www.eproc.bihar.gov.in. Failing which the bid will not be considered for technical evaluation.

(ii). Hard copy of tender documents uploaded shall be submitted along with the tender fee and EMD as on or before the last day of submission of tender for purely evaluation purposes. However the submission of hard copy of uploaded tender document submitted does not substitute/modify the provisions of e-tendering system.

(iii). The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on www.eproc.bihar.gov.in.

(iv) However hard copy of uploaded tender shall be provided by the bidder firm along with the mandatory tender document fee and EMD for evaluation purpose only. This hard copy shall under no case substitute/modify the provisions of e-tender system.

27. CONTACTING THE PURCHASER

27.1 Subject to ITB Clause 25, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

27.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser’s bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F AWARD OF CONTRACT

28. POST-QUALIFICATION

28.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 15 & 16.

28.2 The determination will evaluate the Bidder’s financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 15 & 16, and the information submitted by the Bidder in the ‘Proforma For Performance Statement’ for the period of last 5 years given in Section VII as well as other information the Purchaser deems necessary and appropriate.

28.3 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29. AWARD CRITERIA

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

30. 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.

31. 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.

32. ISSUE OF NOTIFICATION OF AWARD

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

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

32.3 The bidder shall within 7 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with Section VI provided with the bid document.

33. SIGNING OF CONTRACT

33.1 The issue of Notification of Award shall constitute the award of contract on the bidder.

33.2 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

33.3 Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser

34. PERFORMANCE SECURITY

34.1 Within seven (7) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 and ITB Clause 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.

35 GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

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

(a) Registration of Tenderers: Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e- Procurement system, through logging on to <https://eprocbihar.gov.in>. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.

(b) Digital Signature certificate (DSC): Each Tenderer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.

(c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

d) Submission of Tenders: General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

SECTION II- GENERAL CONDITIONS OF CONTRACT

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SECTION II

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- (a) **“The Purchaser”** means the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the organization purchasing the Goods.
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“Days”** means calendar days.
- (d) **“GCC”** means 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.

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

2. STANDARDS

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

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

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

4. PATENT RIGHTS

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

5. PERFORMANCE SECURITY

- 5.1** The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **7 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 VII' of this Bid Document or in the form of cashiers cheque, certified cheque or demand draft.. The performance security should be valid for the period beyond one hundred eighty (180) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/ shelf Life Duration obligations
- 5.4** The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

6. INSPECTION AND TESTS

- 6.1** The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides

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

- 6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the items /goods and accessories (if any) on receipt in the Purchaser's premises will also be tested during actual but before "take over" and if any items /goods or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.
- 6.4 If any goods/ material or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective item good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of items/ goods as the case may be, which is defective or fails to fulfill the requirements of the contract? The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 6.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the items /goods which do not materially affect the commercial / actual/intended use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee as per the Format given in Section VII shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty/ Shelf life obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to "Taking over Certificate".
- 6.6 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.

7.1 PACKING

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

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

- 7.3 Packing Instruction: The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:
- i. Purchaser:
 - ii. Contract No.
 - iii. Supplier Name
 - iv. Packing List reference Number

8. DELIVERY AND DOCUMENTS

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

- (i). 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;
- (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 actual delivery schedule will be given in Schedule of Requirement and / Notification of Award.**

8.3 Item should pass the quality assessment Test conducted by WHO- NPSP, failing which item will be rejected.

[Hint: The delivery period will be decided on case-to-case basis considering specific requirement.]

9. TRAINING

- 9.1 The bidder shall provide catalogue which should essentially describe method & safe use of material.

10. INSURANCE

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

11. 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.

12. WARRANTY/ SHELF LIFE

- 12.1 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. 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 inadequate quantity of material to meet item requirements, inadequate contact protection, and/or otherwise. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire after completion of shelf life of Material. (Except in respect of complaints notified prior to completion of shelf life.) Here shelf life of material should not be less than 06 months.
- 12.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the material under this clause, as per the provisions of the GCC 12.1 the material/ goods so replaced or renewed or until the end of the above mentioned period of 06 months. Whichever may be later. If any defective material/ supply is not remedied replaced by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied/ replaced 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.
- 12.3 Replacement of material under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.
- 12.4 a. No conditional warranty will be acceptable.
b. Replacement will be under taken for the defective goods.
d. All material (each unit of Indelible ink pen Marker) should invariable contain manufacturing date & expiry date with Batch No / Lot no.
- 12.5 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 12.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 12.6 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods

thereafter. The penalty clause for non-rectification will be applicable as per tender conditions. It may include but not limited to forfeiting of performance security, considering defective items/ consignee/ lot as non-supply & taking legal proceeding deemed fit as per applicable Indian Law.

- 12.7 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 12.8 The Supplier along with its Indian Agent shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its material / goods etc. and shall always give the most competitive price for its material / goods etc supplied to the Purchaser/Consignee.

13. PAYMENT TERMS

- 13.1 The method and conditions of payment to be made to the supplier under the contract shall be specified in the Special Conditions of Contract & Notification of Award.
- 13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

[Hint: The actual payment will be made for round wise supply subject to fulfilling other term & condition of TED]

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

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

- 13.5 Payment for goods shall be made in Indian Rupees as follows:
- a) No advance payment is payable.
 - b) 90% payment will be made against supply item at the respective sites against certification from the consignee in the format provided in schedule VII and after verification of installation / supply by purchaser (BMSICL, Patna.).
 - c). The Balance 10% payment will be released after confirmation of submitted performance bank guarantee.

14. PRICES

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

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

- (ii) (a) Prices once fixed will remain valid during the schedule delivery period. 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.

15. CHANGE ORDERS

15.1 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;

©. the place of delivery; or

(d). the services to be provided by the supplier.

15.2 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.

16. 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.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

17.1.1 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.

17.1.2 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.

17.1.3 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 20 weeks) subject

to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

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

17.1.4 If supplier fails to perform its contractual obligations, pursuant to GCC Clause 17.1.3 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

18. LIQUIDATED DAMAGES

18.1 The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under GCC Clause 18.2 below.

18.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 20 (Twenty) weeks. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. However, when supply is made within 21 days of QA clearance in the extended delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of QA clearance.

19. FORCE MAJEURE

19.1.1 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.

19.1.2 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.

20. TERMINATION FOR DEFAULT

(BMSICL/2015-16/ME-032)

20.1.1 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 Clause17;

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.

20.1.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC Clause20.1.1 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.

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

21. 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.

22. TERMINATION FOR CONVENIENCE

22.1.1 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.

22.1.2 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:

20 to have any portion completed and delivered at the Contract terms and prices; and/or

21 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.

23. SETTLEMENT OF DISPUTES

(BMSICL/2015-16/ME-032)

23.1 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.

23.2 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.

23.3 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.

23.4.1 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 Medical Council of India.

(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 Medical Council of India.

©. 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 Medical Council of India.

(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 Medical Council of India 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

(BMSICL/2015-16/ME-032)

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 reenactment thereof shall apply to arbitration proceedings.

23.5 Notwithstanding any reference to arbitration herein,

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

23.6 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

24. LIMITATION OF LIABILITY

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

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b). the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective items/goods

25. GOVERNING LANGUAGE

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

26. APPLICABLE LAW

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

27. NOTICES

27.1 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.

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

28. Taxes and Duties

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

.....

SECTION III- SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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

2. No Exemption from payment of EMD is permitted except in case of manufacturer located in Bihar will be guided by the Sankalp no. 675 (1) dated 09/09/2013 of Govt. of Bihar for the technical qualification of EMD and security deposit. Copy of the said Sankalp may be seen on the website of BMSICL, i.e. www.bmsicl.gov.in. No exemption in tender fee will be allowed in any case.

3. Rate Contract: The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the items/ goods required as per schedule of requirement. The rates quoted by the bidder shall remain valid for one year from the date of signing of contract and the bidder will have the option to extend the period of price firmness for a further period of up to 01 year (Twelve month), during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply material/ goods procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, material / goods , the successful bidder is bound to supply the same material/ goods at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period of one year, but not after accepting the Letter of Intent or entering into Agreement with BMSICL or any other user Institution under the Government for the Quantity for which it has entered into Agreement with BMSICL/User Institutions during the minimum price firmness period. BMSICL/User Institutions can also withdraw from rate at any point of time after minimum price firmness periods of one year, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.

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

- a. Tender fee & EMD fee. – Both Online & physical form
- b. Technical Bid – Both Online & physical form.
- c. Price Bid – Online Only.
- d. Sample material – Physical submission in sealed envelope.

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

5.If asked by the purchaser then the tendered has to do demonstration of use, efficiency, quality of the quoted material/ goods. In the demonstration tendered has to show the clause by clause compliance of technical specification, other term & condition if any.

6. If supply is not done to the consignee in stipulated period and if the National Program is affected in any way on account of lapses on the supplier no payment will be made to the supplier for the material supplied for that round and the company will be liable for black listing.

7.The Supplier will be responsible for defective supply reported by the districts / departments and the same will have to be replaced by the supplier immediately at his own cost well within three days of intimation if failing to do so would be liable for penalty (i.e. equal to thrice the cost of the number of defective pens supplied to Tender Inviting Authority / Consignee. TIA / consignee reserve the right to impose damages claims depending on the delay of supply to districts. If by any means the National Program is adversely affected in any way on account of lapses on part of the supply will be received from the supplier).

SECTION IV- SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule	Earnest Money Deposit (EMD) in Indian Rupees
1	INDELIBLE INK MARKERS PEN	--	30-45 Days	1,00,000/-

Note: Delivery Schedule expressed above is the number of days required to deliver the item at Consignee Location from the date of receipt of Purchase order. Actual Delivery scheduled will be mentioned at the time of issuing of round wise supply order

Consignee list

Consignee detail will be provided after finalization of rate contract

SECTION V: TECHNICAL SPECIFICATIONS

3. INDELIBLE INK MARKERS PEN

**Items to be procured: - “Indelible Ink Marker Pens”
(Violet, later on should become Black)**

Specification:-

- a. The “Indelible Ink Marker Pens” should be usable for impression on **minimum 500 to 600 children per pen** under Pulse Polio Immunization Programme.
- b. The impression put on the finger of children should at least last for 7 days from the day of marking.
- c. Shelf Life of the marker Pens should not be less than ten months from the date of Supply.
- d. The “Indelible Ink Marker Pens” should be reliable, safe for use on finger marking of children and should pass the Quality Assessment Test conducted by WHO – NPSP, failing with respect to criteria the quotations would likely to be rejected.
- e. Whichever agency is selected for supply should have experience of supplying **at least 50 thousand “Indelible Ink Marker Pens” for two Pulse Polio Immunization round within a year in any state of the country.**

The following information should also be furnished along with the Tender:-

1. No. of impression one “Indelible Ink Marker Pens” is claimed to make.
2. Details of Supply of “Indelible Ink Marker Pens” to states with quantity for Pulse Polio round during last one year.

SECTION VI: Other Terms and Conditions:-

Other Terms and Conditions:-

Supply shall be made to the civil surgeons of the 38 districts within 30-45 days of approval of the tender as per quantity indicated. **In case of emergency the company shall have the capacity to supply one lakh (1,00,000) Indelible Ink Marker Pen within 7 days.** Approximately **6, 10,000 pieces** of pens are required for **6 campaigns** of Polio every year. Similarly **16,05,000 Pieces** of Pens shall also be used in Vitamin A and J.E campaigns. So, total annual requirement of the would be approximately 22,15,000 pieces of pens the department will have the right to increase or decrease the quantities on basis of actual requirement as also the number of rounds thereby possible changes in the supply schedule.

Sales Tax registration certificate if not registered in Bihar, then within 15 days of "Award of Tender (Work Order)" the registration certificate has to be submitted.

The goods in good condition will have to be delivered at various District HQs in Bihar .No transportation cost will be payable.

The Supplier will be responsible for defective supply reported by the districts / departments and the same will have to be replaced by the supplier immediately at his own cost well within three days of intimation if failing to do so would be liable for penalty (i.e. equal to thrice the cost of the number of defective pens supplied to Tender Inviting Authority / Consignee. TIA / Consignee reserves the right to impose damages claims depending on the delay of supply to districts. If by any means the National Programme is adversely affected in any way on account of lapses on part of the supply will be received from the supplier).

The whole lot of "**Indelible Ink Marker Pen**" will be rejected if shelf life is less than 06 months and it may be treated as not supplied.

The payment will be made for round wise supply on receipt of bill in triplicate along with the copy of the challan duly received by the civil Surgeon cum member secretary of the District Health Society subject to fulfilling all other relevant terms & conditions mentioned in TED.

After the finalization of the tender, the selected firm shall have to deposit as security money with the BMSICL, Tender Inviting Authority .The amount of security money will be 10% of the total cost of purchase **for one round.**

If supply is not done to the consignee in stipulated period and if the National Programme is affected in any way on account of lapses on the supplier no payment will be made to the supplier for the material supplied for that round and the company will be liable for black listing.

SECTION VII: 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 7.

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

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

1. Bid Form

Date: 07th September 2015 [insert: **date of bid**]

[Purchaser specify: "IFB No.: BMSICL/2015-16/ME-032"]

[insert: Procurement and Rate Contracting of Indelible Ink Marker Pens for pulse polio immunization and other program 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 all corrigendum, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs. 10,000/- (hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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

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

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

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

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

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

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

Signed: _____

Date: _____

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

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

(BMSICL/2015-16/ME-032)

Price Schedule

1	2	3	5	6
Sch No	Item Description	Name of Manufacturer / supplier.	Name of Model if any	Unit Price (Cost as per single Piece) For delivery at final destination (Rs)
01.	Indelible Ink Marker Pen			

Unit Price (6) (Rs. In words):-

Note: Unit price should include cost of all taxes, levies, and transportation) , **No strike off with the figures would be accepted**

- i. In case of any discrepancy between figure & words regarding unit price, then Unit price expressed in word shall prevail.

Place
Date

Signature of Bidder.....
Name,
Address

Annexure – I
Proforma for submitting Information regarding quoted item supplied in last one Year

1	2	3	4
Serial No	Duration of pulse polio round	State for which item supplied	Total Quantity supplied without any rejection & failure in meeting schedule of requirement.
1.			
2.			

Note: - Notarized documentary evidence should be submitted along the technical bid to support the claim of total quantity of item supplied within the one year for different Pulse Polio Immunization round.

3. Earnest Money Deposit (EMD) Form

Should be submitted in the form of Account Payee Demand Draft/Bank Guarantee

Form – 4 Form of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

4. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
5. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
 - (e) The Supplier’s original Techno-commercial and Price bid
 - (f) The Schedule of Requirements
 - (g) The Purchaser’s Notification of Award
 - (h) Other terms & conditions.
 - (i) [Add here: **any other documents**]
6. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

SL. NO.	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
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TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

Bihar Medical Services And Infrastructure Corporation Limited, "the Purchaser"

and

[insert: **name of Supplier**], "the Supplier"

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 clause 5.

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

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

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

(BMSICL/2015-16/ME-032)

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 it's bid.

7. Proforma for performance statement

(For a period of last one year)

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

Name of the Firm : _____

<u>Order Placed By</u> <u>(Full address of</u> <u>Purchaser)</u>	<u>Order No.</u> <u>and Date</u>	<u>Description and</u> <u>quantity</u> <u>of ordered Goods</u>	<u>Value of order</u>	<u>Date of completion of</u> <u>delivery</u>		<u>Remarks</u> <u>indicating</u> <u>reasons for late</u> <u>delivery, if any</u>	<u>Was the supply of Goods</u> <u>satisfactory ?</u> <u>(Attach a certificate</u> <u>from</u> <u>the Purchaser/Consignee)</u>
				<u>As per</u> <u>contract</u>	<u>Actual</u>		

Signature and seal of the Bidder _____

8. 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 authorized 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
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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.

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

9. CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

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

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

Name of item supplied	
Name of the Supplier / Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Place of destination	
Name and Address of the Consignee along with tel. no. and fax no.	
Date of receipt by the Consignee	
Lot Number / Batch Number	
Manufacturing Date of Quantity supplied	
Expiry Date / Best before use Date	
Stock Book page no. where the items have been entered	
Signature of Authorized Representative of Consignee with date	
Name and designation of the authorized representative	
Seal of the consignee	

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

(Hospital / Office In charge)

(User Department)

10. Statement for technical Deviation:

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

11. FORMAT OF GENERAL GUARANTEE FOR WARRANTY/ SHELF LIFE

(To be submitted on Firms Letterhead)

Warranty / Shelf Life Certificate

Date:

We the Undersignedhereby guarantee satisfactory operation of Supplied by us to you against your purchase order No.....for a period of..... *Calendar months* and shall be responsible for failure of the items 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.

Batch No / Lot no of Item supplied:-

Date of Manufacturing:-

Date of Expiry / Best before use.

Consignee name & Address :-

for.....

Station : (Signature with Name and Designation)

Date :

Company Seal

Non Conviction Declaration (Duly notarized)

From:-

M/s.....

.....

.....

To

Managing Director,

BMSICL, Patna

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

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

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

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

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

Yours faithfully,

(Signature of the Bidder)

Date:

Place:

Seal of the Agency

Name:

Designation

Address:

CHECK LIST

CHECK LIST			
Name of the Tenderer			
SL. No.	Item	Whether Included Yes/No	Page No.
A. Tender Fee, EMD			
1.	Tender Fee (in the form of Demand Draft) – Rs.10,000/-		
2.	EMD (in the form of Demand Draft/Bank Guarantee).		
B. Check list & Registration.			
1.	Document claiming the Registration for Trading/ Manufacturing		
2.	Certificate of Incorporation/ Articles of Memorandum of Association/Partnership Deed (As applicable)		
3.	Copy of certificate of Registration with State Director of Industries (For Indian manufacturer only)		
4.	Copy of certificate of Central Excise and Trades Tax/Sales Tax		
5.	Copy of certificate of Annual Report, Balance Sheet, P&L Statement for any three of last four consecutive Assessment years sworn		
6.	Copy of self-attested IT Returns for any three of last four consecutive Assessment years		
7.	Non Conviction Declaration_(Sworn before First Class Magistrate/Notary)		
8.	Manufacturer's Authorization (if quoted by bidder other than manufacturer).		
9.	Bid Form (Sworn before First Class Magistrate/Notary)		
10.	Supply/Purchase order issued by user institution to comply supply criteria mentioned in ITB clause 14.2		
11.	Technical Data Sheet/Brochure/Catalogue of item quoted		
12.	Technical Deviation Compliance as per annexure-8		
13.	Authorized Signatory		
14.	All Quality Standard Certification (FDA/CE/ISO etc. as required in the technical specification) if any.		
15.	Notary attested declaration if exempted in EMD Fee, technical Qualification as per Sankalp 675 (1), Dated 09/09/2013 of Govt. of Bihar as mentioned in Special Conditions of Contract		
16.	Make & Model Quoted		
17.	Documents claiming for Turnover Criteria		