



**Bihar Medical Services & Infrastructure Corporation Limited**

5th floor, Bismaun Bhavan, Gandhi Maidan, Patna 800 001

Phone: +91 612 2219634; Fax: +91 612 2219635

[www.bmsicl.gov.in](http://www.bmsicl.gov.in)

## **Notice Inviting Tender for Selection of Vendor for Implementing Queue Management Solution**

Sealed Tender are invited under two bid system from reputed Software Company/ Firm/Agency for developing a **QUEUE MANAGEMENT SOLUTION** for BMSICL, which should be able to handle queue planning and monitoring function related to Hospital's OPD management and hassle free service to the patient. It should also function as a centralized database for queue management.

Details regarding scope of work, eligibility criteria, bidding process etc. can be found in the bidding document, which can be downloaded from BMSICL website ([www.bmsicl.gov.in](http://www.bmsicl.gov.in)). Bidding documents can also be purchased from the office of BMSICL on payment of Rs. 10,000 (Ten Thousand only) as tender document fee. In case of downloaded tender documents, tender document fee shall be submitted along with the bid.

Last date for receipt of Tender is **13/2/2014 (till 2PM)** through regd. /speed post/ courier/by hand. Bids will be opened at 4.30PM on the same day at BMSICL office.

Managing Director



**Bihar Medical Services & Infrastructure Corporation Limited**

5th floor, Bismaun Bhavan, Gandhi Maidan, Patna 800 001

Phone: +91 612 2219634; Fax: +91 612 2219635

[www.bmsicl.gov.in](http://www.bmsicl.gov.in)

---

**BIDDING DOCUMENTS  
FOR**

**QUEUE MANAGEMENT SOLUTION**

Bid Reference: BMSICL/2013-14/MC-009

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

**Ph**:0612-2219634, **Fax**:0612-2219635, **Email**: dgmsc-bmsicl-bih@nic.in, sa-bmsicl-bih@nic.in

**INVITATION FOR BIDS**  
**FOR**  
**QUEUE MANAGEMENT SOLUTION**

BID REFERENCE : BMSICL/2013-14/MC-009

DATE OF COMMENCEMENT OF  
SALE OF BIDDING DOCUMENT : 21/1/2014

LAST DATE FOR SALE OF  
BIDDING DOCUMENT : 12/2/2014 up to 2.00 pm

PRE-BID MEETING : 28/1/2014 at 05.00 pm  
LAST DATE AND TIME FOR

RECEIPT OF BIDS : 13/2/2014 up to 02.00 pm

TIME AND DATE OF OPENING : 13/2/2014 at 4.30 pm

OF BIDS

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

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

The tender document can be availed from Office of the BMSICL by paying Rs.10,000/- in shape of Demand Draft drawn in favor of Managing Director, BMSICL, payable at Patna as per the schedule given above. However, the tender document is also downloadable from the website ([www.bmsicl.gov.in](http://www.bmsicl.gov.in)). The cost of tender document required to be deposited in the shape of Demand Draft (only) along with the bid, failing which the bid shall not be accepted.

Sealed offers can be submitted through Speed Post / registered Post / Courier / By Hand only on any working day on or before due date and time.

***No consortium bidding is allowed.***

**BMSICL**

## **DISCLAIMER**

All information contained in this Request for Proposal (RFP) provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied with the RFP Document in all respects.

BMSICL reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BMSICL also reserve the right to withhold or withdraw the process at any stage with intimation to all vendors submitted the BID document.

BMSICL reserves the right to change / modify / amend any or all of the provisions of this RFP document. Such changes would be posted on the website ([www.bmsicl.gov.in](http://www.bmsicl.gov.in)).

Neither BMSICL, nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of BMSICL or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to BMSICL and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

## TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION .....</b>	<b>8</b>
<b>1.1</b>	<b>PREFACE .....</b>	<b>8</b>
<b>1.1.1.</b>	<b>BACKGROUND.....</b>	<b>9</b>
<b>1.2</b>	<b>QUEUE OBJECTIVE.....</b>	<b>8</b>
<b>2</b>	<b>INVITATION TO PROPOSAL .....</b>	<b>8</b>
<b>2.1</b>	<b>DUE DILIGENCE.....</b>	<b>8</b>
<b>2.2</b>	<b>COST OF BIDDING.....</b>	<b>9</b>
<b>2.3</b>	<b>AMENDMENT OF TENDER DOCUMENT .....</b>	<b>9</b>
<b>2.4</b>	<b>COST OF THE RFP DOCUMENT .....</b>	<b>9</b>
<b>2.5</b>	<b>SITE VISIT (S) .....</b>	<b>9</b>
<b>3</b>	<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>10</b>
<b>3.1</b>	<b>INTRODUCTION .....</b>	<b>10</b>
<b>3.2</b>	<b>SCOPE OF PROPOSAL.....</b>	<b>10</b>
<b>3.3</b>	<b>FORMAT &amp; SIGNING .....</b>	<b>10</b>
<b>3.4</b>	<b>SUBMISSION OF RFP - PACKING, SEALING AND MARKING .....</b>	<b>10</b>
<b>3.5</b>	<b>NUMBER OF PROPOSALS .....</b>	<b>11</b>
<b>3.6</b>	<b>LANGUAGE OF BID.....</b>	<b>11</b>
<b>3.7</b>	<b>CONFLICT OF INTEREST .....</b>	<b>11</b>
<b>3.8</b>	<b>VALIDITY OF PROPOSALS.....</b>	<b>11</b>
	<b>RIGHT TO ACCEPT PROPOSAL.....</b>	<b>12</b>
<b>3.10</b>	<b>PROPOSAL DUE DATE.....</b>	<b>12</b>
<b>3.11</b>	<b>LATE SUBMISSION .....</b>	<b>12</b>
<b>3.12</b>	<b>MODIFICATIONS / WITHDRAWAL.....</b>	<b>12</b>
<b>3.13</b>	<b>BID OPENING .....</b>	<b>12</b>
<b>3.14</b>	<b>FRAUD &amp; CORRUPTION .....</b>	<b>13</b>
<b>3.15</b>	<b>AMENDMENTS .....</b>	<b>13</b>
<b>3.16</b>	<b>CLARIFICATIONS.....</b>	<b>14</b>
<b>3.17</b>	<b>REJECTION OF BID.....</b>	<b>14</b>
<b>3.18</b>	<b>ACKNOWLEDGEMENT BY THE BIDDER .....</b>	<b>14</b>
<b>3.19</b>	<b>EARNEST MONEY DEPOSIT (EMD) .....</b>	<b>15</b>
<b>3.20</b>	<b>FORFEITURE OF EMD .....</b>	<b>15</b>
<b>3.21</b>	<b>EXTENSION OF PERIOD OF VALIDITY .....</b>	<b>16</b>
<b>3.22</b>	<b>VALIDATION OF INTERLINEATIONS IN BID.....</b>	<b>16</b>
<b>3.23</b>	<b>ANNOUNCEMENT OF BIDS .....</b>	<b>16</b>
<b>3.24</b>	<b>CLARIFICATION OF BIDS .....</b>	<b>16</b>
<b>3.25</b>	<b>COMPLETENESS OF BIDS .....</b>	<b>16</b>
<b>3.26</b>	<b>RECTIFICATION OF ERRORS.....</b>	<b>17</b>
<b>3.27</b>	<b>NOTIFICATION TO BIDDER .....</b>	<b>17</b>
<b>3.28</b>	<b>SIGNING OF AGREEMENT .....</b>	<b>18</b>
<b>3.29</b>	<b>EXPENSES FOR THE CONTRACT.....</b>	<b>18</b>
<b>3.30</b>	<b>FAILURE TO ABIDE BY THE CONTRACT .....</b>	<b>19</b>
<b>3.31</b>	<b>PERIOD FOR FURNISHING PERFORMANCE GUARANTEE .....</b>	<b>19</b>
<b>3.32</b>	<b>ANNULMENT OF AWARD .....</b>	<b>19</b>
<b>3.33</b>	<b>DISQUALIFICATIONS.....</b>	<b>20</b>
<b>4</b>	<b>BIDDING PROCEDURE &amp; EVALUATION .....</b>	<b>21</b>
<b>4.1</b>	<b>PRELIMINARY SCRUTINY .....</b>	<b>201</b>
<b>4.2</b>	<b>TECHNICAL EVALUATION (TOTAL MARKS – 100) .....</b>	<b>201</b>
<b>4.3</b>	<b>SCORE NORMALIZATION .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>

<b>5</b>	<b>SCOPE OF WORK.....</b>	<b>21</b>
<b>6.</b>	<b>GENERAL BID.....</b>	<b>24</b>
<b>7.</b>	<b>TECHNICAL BID.....</b>	<b>26</b>
<b>7.2</b>	<b>Annexure-C2 (Price Schedule).....</b>	<b>27</b>
<b>8.</b>	<b>COMMERCIAL BID.....</b>	<b>28</b>
<b>9.</b>	<b>GENERAL TERM AND CONDITIONS.....</b>	<b>29</b>
<b>9.1</b>	<b>RELATIONSHIP BETWEEN THE PARTIES.....</b>	<b>29</b>
<b>9.2</b>	<b>STANDARDS OF PERFORMANCE.....</b>	<b>29</b>
<b>9.3</b>	<b>DELIVERY AND DOCUMENTS.....</b>	<b>29</b>
<b>9.4</b>	<b>INTELLECTUAL PROPERTY RIGHTS.....</b>	<b>29</b>
<b>9.5</b>	<b>ASSIGNMENT.....</b>	<b>30</b>
<b>9.6</b>	<b>PAYMENT SCHEDULE.....</b>	<b>30</b>
<b>9.7</b>	<b>SUSPENSION.....</b>	<b>31</b>
<b>9.8</b>	<b>TERMINATION .....</b>	<b>32</b>
<b>9.9</b>	<b>TAXES AND DUTIES.....</b>	<b>32</b>
<b>9.10</b>	<b>LEGAL JURISDICTION .....</b>	<b>32</b>
<b>9.11</b>	<b>NOTICE .....</b>	<b>32</b>
<b>9.12</b>	<b>LIMITATIONS OF LIABILITIES .....</b>	<b>33</b>
<b>9.13</b>	<b>MISCELLANEOUS .....</b>	<b>33</b>
	<b>ANNEXURE-T1 (TECHNICAL BID LETTER) .....</b>	<b>34</b>
<b>9.14</b>	<b>ANNEXURE-T2 (BIDDER COMPANY PROFILE).....</b>	<b>37</b>
<b>9.15</b>	<b>ANNEXURE-T4 (STATE OF DEVIATION – SCOPE OF WORK) .....</b>	<b>38</b>
<b>9.16</b>	<b>ANNEXURE-T5 (STATE OF DEVIATION – TERMS &amp; CONDITIONS) .....</b>	<b>39</b>
<b>9.17</b>	<b>ANNEXURE-C1 (COMMERCIAL DEVIATION) .....</b>	<b>40</b>
	<b>ANNEXURE-C2 (PRICE SCHEDULE) .....</b>	<b>45</b>

## **1 Introduction**

### **1.1 Preface**

#### **1.1.1 Background**

Bihar Medical Services & Infrastructure Corporation Limited (BMSICL) is incorporated on 26th July 2010 under section 617 of Indian Company Act 1956 as per the Sankalp cum Memo no. 466(12) Dated 19.05.2010 of Health Department, Government of Bihar are:

- To promote value for money and delivery of services in a transparent and equitable manner to the people of Bihar.
- By procurement and distribution of quality drugs, equipment, services and works in right quantities in a timely manner.

### **1.2 Queue Objective**

Queue Management System is intended for managing and continuously improving service delivery at Hospital OPD's, fine tunes the waiting area, delivering hassle free and personalized service. Keeping in mind different types of patients it is intended to provide priority to Dental, Eye, ENT, Medicine, Psychiatry, Skin & VD, Surgery, Plastic Surgery, Orthopaedic, Radiology, Obs. & Gynae., Paediatrics, TB and Chest.

Keeping in mind secrecy and security of data of IT department it is intended that queue management system will work independent of general computer installation and its networking. No access to any IT system or Internet will be allowed.

## **2 Invitation to Proposal**

### **2.1 Due Diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender



Document in every respect will be at the Bidder's risk and may result in rejection of the bid. BMSICL shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder

## **2.2 Cost of Bidding**

The Bidder will bear all costs associated with the preparation and submission of its bid and BMSICL will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **2.3 Amendment of Tender Document**

At any time before the deadline for submission of bids, BMSICL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same.

Any amendments/modifications in the tender document would be displayed on the website ([www.bmsicl.gov.in](http://www.bmsicl.gov.in)) and all such amendments shall be binding on the bidders without any further act or deed on BMSICL part. In the event of any amendment, BMSICL reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **2.4 Cost of the RFP Document**

- ✓ The cost of the tender document is **Rs 10,000.00**
- ✓ The RFP document can be downloaded from the website [www.bmsicl.gov.in](http://www.bmsicl.gov.in)
- ✓ While submitting the proposal must accompany the RFP cost in shape of demand draft in favor of Managing Director, BMSICL, payable at Patna
- ✓ The proposal without the cost of RFP document will not be considered for evaluation.

## **2.5 Site Visit (s)**

The bidder may wish to visit and examine the site (s) of the queue and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder.

No site visit (s) shall be scheduled after the prescribed date for submission of bids.

### **3 Instructions to Bidders**

#### **3.1 Introduction**

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals. These are generic in nature, but bidders are required to abide by them during the currency of the Queue.

#### **3.2 Scope of Proposal**

Detailed description of the objectives, scope of services, deliverables and other requirements relating to the job/assignment are as specified in this RFP. The Proposal is required to be submitted in the form and manner as specified in this document.

#### **3.3 Format & Signing**

The RFP shall be submitted in two parts

✓ Part A – Technical Bid

✓ Part B – Financial Bid

The RFP shall be typed or written in indelible ink and shall be signed by the applicant or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the RFP prior to opening of the same initial them.

#### **3.4 Submission of RFP - Packing, Sealing and Marking**

The bidder shall prepare Technical Bid (Part-A) and Financial Bid (Part-B). The Bids shall be sealed separately clearly marking Technical and Financial on the envelope along with the Purpose, RFP Number, and Date & Tendering Authority Address. The Original & Copy of each part of the RFP must be inserted in separate sealed envelopes, along with bidder name and address on the envelope and super scribed in the following manner.

✓ **PART-A: TECHNICAL BID FOR QUEUE MANAGEMENT SOLUTION**

✓ **PART-B: FINANCIAL BID FOR QUEUE MANAGEMENT SOLUTION** All the two envelopes i.e. envelope for Part-A and Part-B must be packed in a separate sealed outer cover and clearly super scribed with “**PROPOSAL FOR QUEUE MANAGEMENT SOLUTION**”

The bidders Name & address shall be clearly mentioned on the outer envelope. The inner and outer envelopes shall be addressed to the BMSICL at the following address:

<p style="text-align: center;"><b>MANAGING DIRECTOR, BIHAR MEDICAL SERVICE AND INFRASTRUCTURES CORPORATION LIMITED FIFTH FLOOR, BISCOMAUN BHAWAN, PATNA 800001</b></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If the outer envelope is not sealed and marked as mentioned above, then the BMSICL will assume no responsibility for the Proposal's misplacement or premature opening.

### **3.5 Number of Proposals**

A bidder can submit one proposal at a time. Bidder submitting more than one proposal shall be rejected

### **3.6 Language of Bid**

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between BMSICL and the Bidders would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidders may be in another Language provided they are accompanied by an accurate translation in English Language.

### **3.7 Conflict of Interest**

BMSICL requires that bidder must provide professional, objective and impartial advice and at all times hold BMSICL interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. In case the Bidders have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, they shall declare such interests as part of their proposal.

### **3.8 Validity of Proposals**

- ✓ For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening.
- ✓ A bid valid for a shorter period may be rejected by BMSICL as being non-responsive.
- ✓ During the period of validity of Bids, the rates quoted shall not change.
- ✓ In exceptional circumstances, BMSICL may ask for extension of the period of validity and such a request shall be binding on the bidder.
- ✓ BMSICL request and the response to such a request by various bidders shall be in writing.

- ✓ A bidder agreeing to such an extension will not be permitted to increase its rates.

### **3.9 Right to accept Proposal**

BMSICL reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision.

### **3.10 Proposal Due Date**

RFP filled in all respect must be submitted to BMSICL at the address, time and date specified in the cover page of the RFP by hand or reach its office through Speed Post / Registered Post / Courier. If the specified date for the submission of RFPs is declared as a holiday for Govt. of Bihar, the bids will be received up to the appointed time on the next working day.

### **3.11 Late Submission**

Bids submitted after the deadline for submission prescribed by BMSICL will not be considered.

### **3.12 Modifications / Withdrawal**

No modifications / withdrawal to the Proposals shall be allowed once it is received by the tendering authority.

### **3.13 Bid Opening**

BMSICL will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the date and time mentioned in the RFP.

The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.

### **3.14 Fraud & Corruption**

BMSICL requires that bidder is bidding for this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuit (pursuance) of this policy, BMSICL.

- ✓ “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of BMSICL official by any personnel of bidder in procurement process or in contract execution.
- ✓ “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of BMSICL and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the BMSICL of the benefits of free and open competition;
- ✓ “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the BMSICL.
- ✓ “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- ✓ BMSICL will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
- ✓ BMSICL will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, unfair trade and coercive practices in competing for, or in executing, the contract.

### **3.15 Amendments**

At any time prior to deadline for submission of proposal, BMSICL may for any reason, modify the RFP. The prospective bidders having received the RFP shall

be notified of the amendments through e-mail/website and such amendments shall be binding on them.

### **3.16 Clarifications**

During evaluation of the Proposals, BMSICL may at its discretion, ask the bidder for clarifications on their proposal.

### **3.17 Rejection of Bid**

BMSICL reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-confirming, non-responsive or conditional proposals.

In the event any or all proposals are rejected, in whole or in part, thereafter BMSICL in its sole discretion may initiate a new RFP process including all or part of the components of this Request for Proposals.

### **3.18 Acknowledgement by the Bidder**

It shall be deemed that by submitting the Proposal, the bidder has:

- ✓ Made a complete and careful examination of the RFP
- ✓ Received all relevant information requested from BMSICL Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of BMSICL or relating to any of the matters Stated in the RFP Document
- ✓ Acknowledged that it does not have a conflict of Interest; and
- ✓ Agreed to be bound by the undertaking provided by it under and in terms hereof.

BMSICL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the BMSICL.

### **3.19 Earnest Money Deposit (EMD)**

The EMD is required to protect BMSICL, Government of Bihar against the risk of Bidder's conduct, which would warrant the security's forfeiture.

Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity.

The successful Bidder's EMD will be returned after furnishing the performance guarantee or adjusted against the performance guarantee upon the bidder signing the contract.

**The Bidder has to submit EMD of Rs. 500,000.00 (Five Lakhs Only) in favor of " Managing Director, BMSICL Payable at " Patna "**

### **3.20 Forfeiture of EMD**

EMD submitted by the vendor may be forfeited under the following conditions. If the bid or its submission is not in conformity with the instruction mentioned herein;

- ✓ If the vendor withdraws the tender before the expiry of the validity period
- ✓ If the vendor violates any of the provisions of the terms and conditions of the tender
- ✓ In the case of a successful vendor fails to (a) accept award of work, (b) sign the contract agreement with BMSICL, Government of Bihar, after acceptance of communication on placement of award, (c) furnish performance security, or the vendor violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of BMSICL, Government of Bihar in timely finalization of this tender

The decision of BMSICL regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the vendor by BMSICL.

### **3.21 Extension of Period of Validity**

In exceptional circumstances, BMSICL may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting the request will not be permitted to modify its bid.

### **3.22 Validation of Interlineations in Bid**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

### **3.23 Announcement of Bids**

The name of Bidder, bid prices, total amount of each Bid, EMD, discount, etc. shall be announced at the Commercial Bid opening.

### **3.24 Clarification of Bids**

To assist in the evaluation, comparison and an examination of bids, BMSICL may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, BMSICL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder

### **3.25 Completeness of Bids**

BMSICL will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the RFP.



### **3.26 Rectification of Errors**

Arithmetical errors will be rectified on the following basis: -

- ✓ If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- ✓ If there is a discrepancy between the rates in words and figures, the rate in words will govern.
- ✓ If the supplier does not accept the correction of errors, his bid will be rejected & EMD may be forfeited.

### **3.27 Notification to Bidder**

The Bidder whose Bid has been accepted shall be notified of the award prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that BMSICL, shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the "Contract Cost") in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within five (5) days from the receipt of the Letter of Acceptance.

### **3.28 Signing of agreement**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and BMSICL, shall promptly and in no event later than 7 working days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. This shall be subject to the furnishing of the Performance Guarantee. BMSICL shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

### **3.29 Expenses for the Contract**

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the BMSICL.

### **3.30 Failure to abide by the Contract**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of BMSICL, with such penalties as specified in the Bid Document and the Contract.

### **3.31 Period for Furnishing Performance Guarantee**

Within five (5) working days of the receipt of the acknowledgment of the Letter of Acceptance from BMSICL, the successful Bidder shall furnish a Performance Guarantee for an amount equivalent to 10% of the Contract Cost in accordance with the conditions of the Contract, in the form of a Bank Guarantee / Bank Draft from a scheduled bank drawn in favor of **Managing Director BMSICL** payable at **Patna**. If such Performance Guarantee is in the form of a Bank Guarantee, then such Bank Guarantee shall be in a form acceptable to the BMSICL. The EMD submitted earlier by the successful Bidder shall be adjusted against the Performance Guarantee and such Performance Guarantee shall be retained by the BMSICL, till the end of the Term as defined in the Contract.

### **3.32 Annulment of Award**

Failure of the successful Bidder to comply with pre-qualification criteria, evaluation criteria and other terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the EMD, in which event BMSICL, may make the award to the next lowest evaluated Bidder or call for new bids.

### **3.33 Disqualifications**

BMSICL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- ✓ Submitted the Proposal documents after the response deadline
- ✓ Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- ✓ Submitted a proposal that is not accompanied by required documentation or is non-responsive
- ✓ Failed to provide clarifications related thereto, when sought
- ✓ Submitted more than one Proposal (comprising of same Prime Applicant individually or in case of a consortium Prime Applicant and Implementation Partner)
- ✓ Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted
- ✓ Submitted a proposal with price adjustment/variation provision.

## 4 Bidding Procedure & Evaluation

All evaluation will be carried out by BMSICL, may constitute an evaluation committee to evaluate the bids. Evaluation conducted by the committee shall be final and binding on all the bidders.

The evaluation committee may choose to conduct technical negotiations or discussions with any or all the bidders. The decision of the evaluation committee in the evaluation of the Technical & Financial bids shall be final and binding on all the parties. No correspondence will be entertained outside the process of negotiation / discussion with the evaluation committee.

Information relating to the examination, clarification, evaluation and comparison of the bid document and recommendations (if any) shall not be disclosed by the evaluation committee to the bidders or any other persons (other than officers / advisors of BMSICL, or as required by applicable law) not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the tender evaluation committee's processing of bids or award decisions may result in the rejection of the bid.

### 4.1 Preliminary Scrutiny

BMSICL will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The tenders who do not conform to the tender conditions shall be straight away rejected. All eligible tenders will be considered for further evaluation. The decision of BMSICL, will be final in this regard.

### 4.2 Technical Evaluation

#	Items	Criteria	Points
(a)	Turnover of the company in Last Three Financial Year Ending on 31 <sup>st</sup> March 2013	$\geq 05$ Cr $\geq 03$ Cr	15 10
(b)	Quality Certification	ISO	10
(c)	Bidder should have successfully implemented at least <b>2 Queue Management solution, (Including Hardware and Software)</b> (Work Order of the Concerned Queues)	$\geq 50$ Lakhs $\geq 30$ Lakhs	20 15

<b>(d)</b>	<b>Technical Presentation</b>		
	✓ Work Plan Approach & Methodology		<b>10</b>
	✓ Domain Knowledge		<b>05</b>
	✓ Understand solution's features in greater detail & application life cycle management		<b>05</b>
<b>Total</b>			<b>100</b>

Minimum qualifying mark for opening of commercial bid is **60%** (60 out of 100). Financial bid of those bidders only will be opened who are technically qualified in the technical evaluation. All other commercial bids will be ignored. Final selection will be based upon Quality cum Cost Based Selection (QCBS) method.

NOTE: Vendors with more than 60% (60 marks out of 100) will be considered for Commercial Evaluation.

#### **4.2.1 COMMERCIAL OPENING**

Commercial opening will be done and on the basis of price quoted vendors will be termed as – L1, L2, L3 and so on... as per the rank of lowest price quoted.

#### **4.2.2 BID EVALUATION**

- If commercial bids for bidder 1, 2, 3, 4... are taken as L1, L2, L3, L4... where Lmin is the lowest bid then the weightage given to commercial bids would be:  $L_{min}/L1$ ,  $L_{min}/L2$ ,  $L_{min}/L3$ ,  $L4/L_{min}$  and so on...
- Similarly weightage will be calculated for Technical Evaluation:  $T1/T_{max}$ ,  $T2/T_{max}$ ,  $T3/T_{max}$ ,  $T4/T_{max}$  and so on... for bidder 1, 2, 3, 4... respectively
- Each proposal would be evaluated against the 60 – 40 Criteria. This means 60% weightage will be given to Technical Proposal 40% to Financial Proposal.

#### **4.2.3 AWARD**

Finally the technical and commercial scores obtained by all the vendors would be summed and the vendor with highest score would be AWARDED THE BID.

The final scores of the vendors would be as given below –

Bidder 1:

$$(T1/T_{max}) * 0.6 + (L_{min}/L1 * 0.4)$$

Bidder 2:

$$(T2/T_{max}) * 0.6 + (L_{min}/L2 * 0.4)$$

Bidder 3:

$$(T3/T_{max}) * 0.6 + (L_{min}/L3 * 0.4)$$

Bidder 4:

$$(T4/T_{max}) * 0.6 + (L_{min}/L4) * 0.4$$

The vendor with the highest marks computed above on cost and quality basis will be awarded the bid.

## **5 Scope of Work**

The scope of work of the service provider is to provide a comprehensive Queue Management Solution to Government Medical Colleges and Hospitals in Bihar. The scope of service shall include the installation, operation, implementation and support for Queue management solution in different medical colleges and hospitals across Bihar.

It should act as service toolkit for managing and continuously improving service delivery for large number of patients at Hospital OPD's.

It should track each customer's movement from initial point of entry to the final point of service delivery; giving managers the ability to identify key events such service time and wait time exceptions, peak traffic, queue lengths, best performing staff members and many more statistics.

## 6 General Bid

The RFP is open to eligible bidders only as per the pre qualification criteria. The following documents shall be submitted in duplicate (Original & Copy) in two separate sealed envelope.

- 6.1. Non-refundable Tender Fee (downloaded from [www.bsmicl.gov.in](http://www.bsmicl.gov.in) ) cost of Rs. 10,000/-, in shape of Bank Draft from any scheduled bank drawn in favor of **Managing Director, BMSICL**, payable at Patna.
- 6.2. Interest free Earnest Money Deposit (EMD) of **Rs.,500,000.00(Five Lakhs Only )** in shape of Bank Draft from any scheduled bank drawn in favor of **Managing Director, BMSICL**, payable at Patna. The EMD of successful bidder is liable to be forfeited if the bidder revokes any terms of the tender within the validity period. EMDs given by unsuccessful bidders will be refunded after placing of work order to the successful bidder.
- 6.3. The bidder must be a company registered under the Indian Companies Act, 1956. Copy of such certificate shall be enclosed as a proof.
- 6.4. The Net Worth of the company should be positive. Certified copy from the C.A has to be enclosed.
- 6.5. The bidder should have been registered with Service Tax authority. Copy of such certificate shall be enclosed as a proof. Firm has also to submit the copy of Service Tax Return at least up to 31<sup>st</sup> March 2013.
- 6.6. The bidder should have been registered under Employees' Provident Fund (EPF) Authority. Copy of such certificate shall be enclosed as a proof along with the latest PF Return document such as PF Register & Deposit Challan.
- 6.7. The bidder should have been registered with Sales Tax authority. Copy of such certificate shall be enclosed as a proof. Firm has also to submit the copy of VAT Clearance Certificate up to 31<sup>st</sup> March 2012.
- 6.8. The bidder should be in IT Services for last five years in India. Copy of Certificate of incorporation and the MOA has to be enclosed.

- 6.9.** The bidder should have an annual turnover of average Rs. 5,00,00,000/- during last three Financial Years ending on 31-Mar-2013 and must submit certified copy of the audited statement of accounts (PL Account & Balance Sheet, Certificate from Chartered Accountant in case of FY 12-13), as a proof of annual turnover stated.
- 6.10.** Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India / State Governments. A self-declaration certificate on the company letter head should be enclosed.
- 6.11.** Representative authorization letter in the company letterhead that is authorised to sign the entire document relating to this RFP and will be present during evaluation & negotiation during the RFP period.

**Important Points:-**

- (a) In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.**
- (b) Relevant documents in support of the above criteria must be enclosed along with Technical Bid documents failing which the bid will be liable to be rejected.**
- (c) The technical & financial bids of the bidders, unsuccessful in pre-qualification bid shall not be considered for evaluation.**

**Note: The qualifying requirements data shall be enclosed with the technical bid only. The bidder who do not qualify this criterion, will be disqualified immediately and their bids will not be considered.**



## 7 Technical Bid

The Technical Bids of those bidders will be opened, which are successful in eligibility criteria. The following documents shall be submitted in duplicate (Original & Copy) in two separate sealed envelope

7.1. Technical bid letter in the company letter head as per Annexure-T1

7.2. Bidder Company Profile as per Annexure-T2

7.3. Bidder Queue Profile as per Annexure-3 of the prominent Government Customer in India as per Annexure-T3

7.4. Proposed Methodology, Time Line, Implementation Plan, etc

7.5. Statement Deviation (if any) for Scope of Work as per Annexure-T4

7.6. Statement Deviation (if any) for Terms & Conditions as per Annexure-T5

7.7. Suggested Bill of Material, Equipment Specification, Solution Logical Architecture Drawing and Network Drawing which will be required for smooth implementation of the queue .

7.8. Documents supports to the following evaluation

#	Items	Criteria	Points
(a)	Turnover of the company in Last Three Financial Year Ending on 31 <sup>st</sup> March 2013	$\geq 5$ Cr $\geq 3$ Cr	10 07
(b)	Quality Certification	ISO	10
(c)	Bidder should have successfully implemented at least <b>2 MIS Software Queues (Excluding Hardware and Human Resource Supply)</b> (Work Order of the Concerned Queues)	$\geq 50$ Lakhs $\geq 30$ Lakhs	20 15
(e)	<b>Technical Presentation</b> ✓ Work Plan Approach & Methodology ✓ Domain Knowledge ✓ Understand solution's features in greater detail & application life cycle management		10 05 05 05
<b>Total</b>			<b>100</b>

**No supporting document or printed literature shall be submitted with the Technical Bid unless specifically asked for.**

## 7.2 Annexure-C2 (Price Schedule)

To,  
The Managing Director  
BMSICL,  
Fifth Floor,  
Biscomaun Bhawan  
Patna-800001, Bihar

Dated:

### **Sub: Financial Proposal (RFP) for selection of firm to implement Queue Management Solution.**

Dear Madam/Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our Financial proposal for queue is given as below;

Sl#		Description	Cost (Exclusive of all taxes)	Total (Amount in Rupees)
A	1	Queue Management Solution with three year warranty including Software Maintenance, Support (Onsite & Online) for three year		
	2	AMC/CMC charges for Software Maintenance, customization, Support (Onsite & Online) from 4 <sup>th</sup> Year to 10 <sup>th</sup> year (will be discounted @10% for net present value)		
	<b>TOTAL</b>			

**Note:**

1. All above rates should exclusive of taxes.
2. Taxes will be applicable as per govt. norms.

## **8 Commercial Bid**

The Commercial Bids will be opened, in the presence of Bidder's or their representatives who wish to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders.

The Commercial Bids of those bidders will be opened, which are successful in Technical Bid. The following documents shall be submitted in duplicate (Original & Copy) in two separate sealed envelope.

Statement Commercial Deviation (if any) as per Annexure-C1.

Price Schedule as per Annexure-C2.

**No supporting document or printed literature shall be submitted with the Financial Bid unless specifically asked for.**

## **9 General Terms & Conditions**

### **9.1 Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'BMSICL, and 'the Bidder'. The bidder subject to this contract has complete charge of personnel, performing the services under this queue from time to time. The bidder shall be fully (jointly and severally) responsible for the services performed by them or on their behalf hereunder.

### **9.2 Standards of Performance**

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to BMSICL.

The bidder shall always support and safeguard the legitimate interests of BMSICL, in any dealings with the third party. The bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

### **9.3 Delivery and Documents**

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without the BMSICL's prior written consent disclose the contract, drawings, specifications, plan, pattern, samples to any person for "**Queue Management Solution**" other than an entity employed by BMSICL for the performance of the contract. In case of termination of the contract, the entire document used by bidder in the execution of queue shall become property of BMSICL.

### **9.4 Intellectual Property Rights**

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The bidder shall indemnify the

BMSICL, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, BMSICL, shall be defended in the defense of any proceedings which may be brought in that connection.

### 9.5 Assignment

The bidder shall not assign the queue to any other agency, in whole or in part, to perform its obligation under the Contract, without the BMSICL prior written consent.

### 9.6 Payment Schedule

- **Serial no.1 of Annexure C2 of Price schedule:** 95% Payment will be made after successful installation & rest 5% will be paid after successful contract period.
- **Serial no.1 of Annexure C2 of Price schedule:** Payment will be made after satisfactory report from user department .
- **Serial no.2 of Annexure C2 of Price schedule:** Payment will be made on annual basis after satisfactory report from user department.

⇒ **Penalty Clause:**

Should the Agency fails to install the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed service for each week of delay or part thereof for a period up to 2 (Two) months. After 2 months if agency will not be able to install and implement the queue management, the Award of contract will be cancelled.

⇒ **GENERAL TERMS AND CONDITIONS**

- Before tendering, the tenderers are advised to carefully go through the Terms and Conditions of the Contract and the Tender Notice which form part of the Agreement to be entered into.
- The rates quoted shall remain valid for 3 MONTHS from the date of opening of tenders. Withdrawal of tender during the above period of three months shall entail forfeiture of the full amount of the Earnest Money Deposit.
- In the event of the tender being submitted by a firm, the tender must be signed Separately and legibly by each partner or member of the firm or in their absence, the person holding the power of attorney on behalf of the firm. In the later case, the power of attorney, duly attested by a Gazetted Officer, must accompany the tender.
- Every tender must be accompanied by a Demand Draft for Rs.500000/- (**Rupees Five Lakhs only**) drawn in favour of Managing Director, BMSICL, Payable at Patna towards Earnest Money. This money shall not carry any interest and the

money will be refunded to the unsuccessful tenderers after three months from the date of opening of the tender or within one week from the date of finalization of the award whichever is later. EMD can be deposited by a DD from Scheduled Banks.

- Tenders without Earnest Money Deposit will not be accepted. EMD is to be paid by a DD only. Payment by any other mode except DD towards Earnest Money Deposit is not acceptable.
- Successful Tenderer has to submit a performance security of 10% of the tendered quoted value in form of Demand Draft or Bank guarantee in the format given by BMSICL
- Successful tenderers have to execute an agreement on stamp paper of Rs.1000/- as token of having accepted the rates, terms and conditions of this Contract.
- In case the Organization whose tender is accepted fails to sign the contract Bond and deposit the necessary Security deposit and arrange for Bank guarantee as required,
- within fifteen days from the date of receipt of orders to execute the contracts, the
- amount of Earnest Money already deposited by them shall be forfeited and acceptance of his tender will be withdrawn.
- If a Tenderer withdraws their offer after submission and before acceptance of their tender then the Earnest Money deposited by him is liable to be forfeited.
- BMSICL, reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- The offers should be in full conformity with the terms and condition of this tender. No BMSICL/Systems/03/13 counter conditions are acceptable, and incorrect and incomplete tenders will be rejected.
- Tenders not submitted on the prescribed forms will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BMSICL, reserves the right to reject such tender at any stage.
- 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

## **9.7 Suspension**

BMSICL, may, by written notice to bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension

- ✓ Shall specify the nature of failure.
- ✓ Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

## 9.8 Termination

Under this contract, BMSICL may, by written notice terminate the bidder in the following ways

- ✓ Termination for default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non adherence to time schedule.
- ✓ Termination for Convenience in whole or in part thereof, at any time BMSICL, reserves the right to elect:
  - ✖ To have any portion completed at the work order and /or the Work Order terms and prices; and /or
  - ✖ To cancel the remainder and pay to the agency an agreed amount for partially completed Services.
- ✓ Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

## 9.9 Taxes and Duties

The commercial proposal shall be inclusive of all taxes and duties.

## 9.10 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of Patna, Bihar. In case of any dispute or difference arising out of or in relation to this agreement, same will be referred to arbitration of an Arbitrator (other than the employee of the BMSICL) to be appointed by the BMSICL and whose decision shall be final and binding upon the bidder. The arbitration will be governed by Arbitration & Conciliation Act '1996.

## 9.11 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

### 9.12 Limitations of Liabilities

- ✓ Either party will accept liability without limit. For death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment;
  - ❑ Any other liability which by law either party cannot exclude.
  - ❑ This does not in any way confer greater rights than what either party would otherwise have at law
- ✓ The contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to BMSICL, or any other organizations
- ✓ Notwithstanding anything to the contrary contained in this contract, in no event will the bidder be liable to BMSICL, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective work provided that this limitation shall not apply to any obligation of bidder to indemnify to BMSICL, Government of Bihar with respect to intellectual property right infringement.
- ✓ No action regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has accrued

### 9.13 Miscellaneous

- ✓ The end product of the work assignment carried out by the bidder, in any form, will be the sole property of BMSICL.
- ✓ In the event the bidder's company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with BMSICL, should be passed on the compliance by the new company new division in the negotiation for their transfer.



**Annexure-T1 (Technical Bid Letter)**

To

Dated:

The Managing Director  
BMSICL,  
Fifth Floor  
Biscomaun Bhawan  
Patna-800 015, Bihar

**Sub: Request for Proposal (RFP) for selection of firm to implement Queue Management Solution.**

Dear Sir

1. With reference to your request of proposal document no\_\_\_\_\_ I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid queue management solution. The proposal is unconditional and unqualified.
2. All information provided in the proposal and appendices are true and correct.
3. This statement is made for the express purpose of qualifying as a bidder for undertaking the Queue management solution.
4. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.
5. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any queue or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:
  - (i) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tendering authority.
  - (ii) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We declare that we are not a member of any other firm submitting a proposal for this queue management solution.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Queue or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors.
12. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. The fee has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFP.
14. I/We undertake to provide Performance Security of 10% of the order value in case the contract is being awarded to us.

15. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the queue is not awarded to me/us or our proposal is not opened.
16. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Name:

Designation:

**9.14 Annexure-T2 (Bidder Company Profile)**

<b>Name of the Firm/Company</b>		
<b>Full Address of the Company</b>		
<b>Year Established</b>		
<b>Telephone Number</b>		
<b>Fax Number</b>		
<b>E-mail Address</b>		
<b>Website</b>		
<b>Sectors' in which the company / firm has provided services to Government Departments in India</b>		
<b>No. of full time personnel currently under employment</b>	Technical	
	Non-Technical	
<b>No. of years of presence in India</b>		
<b>Annual Turnover</b>	<b>FY</b>	<b>Turn Over (Rs.)</b>
	2011-12	
	2010-11	
	2009-10	
<b>Details of Authorized Representative</b>	Name	
	Designation	
	Mobile	
	Office	
	E-mail	

**Signature & Seal  
(Authorized Signatory)**

**9.15 Annexure-T4 (State of Deviation – Scope of Work)**

Dear Madam/Sir,

Following are the deviations and variations from the Scope of Work. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

<b>SL#</b>	<b>Section</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of deviations and variations from Scope of Work</b>

**Signature & Seal  
(Authorized Signatory)**

**9.16 Annexure-T5 (State of Deviation – Terms & Conditions)**

Dear Madam/Sir,

Following are the deviations and variations from the Terms & Conditions. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

SL#	Section	Clause No.	Page No.	Statement of deviations and variations from Terms & Conditions

**Signature & Seal  
(Authorized Signatory)**

**9.17 Annexure-C1 (Commercial Deviation)**

Dear Madam/Sir,

Following are the deviations and variations from the commercial. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

<b>SL#</b>	<b>Section</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of deviations and variations from Commercial</b>

**Signature & Seal  
(Authorized Signatory)**

Bid Forms:

Form 1:

## Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: **date**]*

Tender No: *[insert: **name or number of Tender**]*

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 Agency**]* ("Agency") concerning the development and implementation of *[insert: **a brief description of the Software application**]*. 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 Agency irrevocably guarantee payment owed to you by the Agency, pursuant to the Contract, up to the sum of *[insert: **amount in numbers and words**]*. This guarantee shall be reduced or expire as per the tender clause.

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 Agency 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 Agency 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 Agency and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to



apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed:

Date:

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

Common Seal of the Bank

## Form – 2 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 Bihar (hereinafter referred to as the 'Purchaser') and \_\_\_\_\_ [Name of Agency] 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 Software application and services**] and has accepted a bid by the Agency for the development of the application and services in the sum of [insert: **contract price in words and figures**] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. It shall constitute the Contract between the Purchaser and the Agency, and each shall be read and construed as an integral part of the Contract as per the tender clause
3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the development of the application, implementation 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 Software application and services which shall be supplied/provided by the Supplier are as under:

\_\_\_\_\_  
SL. BRIEF DESCRIPTION SOFTWARE APPLICATION

\_\_\_\_\_  
**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 Agency*** ], “the Agency”

**Annexure-C2 (Price Schedule)**

To  
 The Managing Director  
 BMSICL,  
 Fifth Floor,  
 Biscomaun Bhawan  
 Patna-800001, Bihar

Dated:

**Sub: Financial Proposal (RFP) for selection of firm to implement Queue Management Solution.**

Dear Madam/Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our Financial proposal for queue is given as below;

Sl#		Description	Cost (Exclusive of all taxes)	Total (Amount in Rupees)
<b>A</b>	<b>1</b>	Queue Management Solution with Three year warranty including Software Maintenance, Support (Onsite & Online) for three year		
	<b>2</b>	AMC/CMC charges for Software Maintenance, customization, Support (Onsite & Online) from 4 <sup>th</sup> Year to 10 <sup>th</sup> year (will be discounted @10% for net present value)		

Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e. 180 (days).

We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Date:

Name:

Designation:

**Last Date of Submission of Proposal**

The Tender may reach the office of the undersigned on or before 3.00PM **on 14/02/2014 through** Registered post/ Courier/Speed Post in the office of **Managing Director, BMSICL, 5th floor, Biscomaun Bhawan, Gandhi Maidan Patna-1, Bihar.** Tender received after the said time would be returned unopened.

The Tender will be open on 13 /02/2014 **(4.30 pm)** at 5<sup>th</sup> floor, Biscomaun Bhawan, Bihar and the decision of the BMSICL shall be final, and no enquiries, or application for review, shall be entertained. The BMSICL reserves the right to cancel or reject any Tender /all Tender without assigning any reason at any point of time. For all enquiries the interested Company / Firm/ NGO/ Agency may contact concerned Officer GM (F & A) email on [gmfa-bmsicl-bih@nic.in](mailto:gmfa-bmsicl-bih@nic.in) on 0612-2219634 during office hours (9:30 AM to 6 PM) on all working days.

Managing Director