BMSICL

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Tender No.: BMSIC/65025/09-2014/01

Request for Proposal (RFP) for Selection of Agency for Establishment of

"PROJECT MANAGEMENT UNIT"

Url:https://www.bmsicl.gov.in **Phone: 0612-2219634, 2219635**

Bihar Medical Services and Infrastructure Corporation Limited (BMSICL)
5th Floor, Biscomaun Bhawan, Gandhi Maidan
Patna-800001, Bihar

Timelines

	Activity/Event	Date and Time
1	Availability of tender document on the website of BMSICL	From 15/09/2014
2	Pre-bid meeting (in the office of BMSICL, Patna)	On 26/09/2014 at 1100 Hrs.
3	Last date for submitting of bids	15/10/2014 till 1400 Hrs.
4	Opening of technical bids	15/10/2014 at 1500 Hrs
5	Presentation by technically successful bidders	Will be intimated on the website as and when required

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1. Introduction

1.1 Bihar Medical Services & Infrastructure Corporation (BMSICL) has been established by state government with the objective to expedite creation of and streamlining of existing infrastructure and services in the healthcare sector. The Corporation has been given the mandate for construction of all types of healthcare facilities and related infrastructure/buildings in the State. BMSICL is also working in areas of healthcare services management, public private partnership for healthcare service delivery and related areas. Construction and establishment of hospitals, medical colleges and other healthcare facilities is a major area of work of BMSICL. In order to strengthen and streamline this activity, BMSICL is proposing to select an agency which will establish a Project Management Unit in the office of BMSICL.

1.2 To recite the heights of accomplishments of this Division and BMSICL is the multi-million mega projects of the construction of Bettiah Medical College & Hospital and Madhepura Medical College & Hospital in conjugation with Superspeciality facilities which are the first of their kind in the region with their Greenfield access and many more in the pipeline.

2. Need to Establish PMU

2.1 BMSICL has been entrusted with some of the **mega civil construction projects** of Bihar in the healthcare sector. In addition, there are large numbers of other construction projects which have to be planned and executed by BMSICL in a time bound manner.

2.2 Some of the mega projects under implementation and planning stage are listed below:

S.No	Details of the Project	Estimated Cost (Approx. ₹. Crores)	Status
1	Construction of Madhepura Medical College and Hospital, Madhepura	780	Construction started (L&T)
2	Construction of Bettiah Medical College and Hospital, Bettiah	750	Tender finalized
3	Construction of Dental College and Hospital, Rahui, Nalanda	405	Tender being finalized
4	Expansion and Upgradation of Darbhanga Medical College and Hospital, Darbhanga (Phase I)	600	Government approval obtained
5	Expansion and Upgradation of ANM Medical College and Hospital, Gaya (Phase I)	500	PPR under Preparation
6	Expansion and Upgradation of Nalanda Medical College and Hospital, Patna (Phase I)	550	PPR under Preparation
7	Expansion and Upgradation of Patna Medical College and Hospital, Patna,	1000	Consultant Selection is underway
8	Expansion and Upgradation of Sree Krishna Medical College and Hospital, Muzaffarpur	600	PPR under Preparation
9	Expansion and Upgradation of Jawaharlal Nehru Medical College and Hospital, Bhagalpur	600	PPR under Preparation
10	Construction of Purnia Medical College and Hospital, Purnia	550	PPR under Preparation
11	Construction of Chapra Medical College and Hospital, Chapra	600	PPR under Preparation
12	Construction of Samastipur Medical College and Hospital, Samastipur	600	PPR under Preparation

2.3 Some other civil construction projects will be notified as and when required to PMU.

3. Request for Proposal

3.1 Through this RFP, BMSICL intends to select an agency for providing services of **Project Management Unit and Consultancy Services thereafter abbreviated as PMU,** in the area of civil construction projects. This will be done by the agency by deploying full time consultants/experts at BMSICL office constituting PMU which will be getting handholding and institutional support from the agency all the time. The number of consultants to be deployed at PMU will vary and will be decided by BMSICL on the basis of need and requirement.

3.2 Project Management Agencies having skills, capacities and experience in providing project management services to BMSICL are invited to submit their proposals.

4. Scope of work:

Definition:

CONSULTANT means -The Project Management Agency that applies for Appointment/ the one retained for consultancy.

EMPLOYER means Bihar Medical Services and Infrastructure Corporation Limited, BMSICL

BMSICL seeks to establish PMU with the help of reputed project management/consulting agencies. The PMU will consist of professional who function as a unit to co-ordinate, supervise, manage, mega and major civil construction project, being conceived and planned and executed by BMSICL through reputed contractors, architects and construction supervision agencies. The PMU would act as a centralized unit co-ordinating and overseeing all the functions and operations and would report to Managing Director.

The key areas to be supervised, monitored and controlled by PMU are:

a. Medical planning, infrastructure, campus, facilities, and building planning

b. Conceptualization, master planning and design of services, facilities, buildings and infrastructure

c. Designing, user experience design, graphic environmental design, layout and process flow plan of facilities, buildings and infrastructure

d. Tender/bidding process management and contract management

e. Project management including project coordination oversight on construction supervision, construction process management, project documentation, project impact management

f. Construction Supervision and Quality Control monitoring and management

g. Post construction activities like closure of contracts, claims.

The Project Management Unit (its team members) will be expected to have a thorough and fair knowledge of the above and below mentioned key areas and factors. They should also have the problem solving aptitude and innovative expertise in the following key-areas.

They should be efficient enough to know the roles and responsibilities of, and can manage interaction between, BMSICL, Master Planner, Design Consultant, Architects, Construction Agency, Construction Supervision Consultant and Quality Control Agency at each stage of a construction process.

Various activities broadly involved in the said services:

1. Planning and co-ordination

a. Thoroughly examine the Preliminary Project Report (PPR) & Detailed Project Report (DPR).

b. Conducting Feasibility analysis of the project

c. Supervise the Planning, Scheduling and Implementation of construction programs done by the concerned agencies, to complete the project in time.

d. Managing operations and maintenance quality framework.

e. Prepare a contract and other standard operating procedures (SOP's) for the smooth operation of the mega project

f. The PMU shall study and scrutinize the drawings submitted by the architect and those from the building constructor and point out discrepancies if any and also will ensure its institutionalisation. PMU shall coordinate the tasks with the architect, builder and agencies engaged in providing various services.

g. Documentation of all project related matters, including minutes of different meetings and circulation of such records to the concerned.

h. Preparation of periodic records relating to time, cost and quality.

i. Ensure that the agencies abide by the conditions of the contract.

j. The PMU should monitor the activities and give budget requirement forecast as per the payment schedule in the contract between BMSICL and the contractor/agencies

k. Prepare drawing schedule and follow up for all schedules and related matters.

l. Check the adequacy of drawings and details.

m. Prepare specifications, contract documents and deliverables.

n. Do verification of the project cost estimates prepared by the architect.

o. Supervise the development and or draft a technically sound tender document as per the requirement and the plan.

p. BMSICL once call for tenders for the construction of building inclusive of all facilities and amenities. The PMU shall also assist in the preparation of the comparative statement of the offers received from building firms. Assist BMSICL in evaluating the tender as per government rules.

q. Conduct technical and commercial discussions in the presence of authorized representatives of BMSICL and agencies.

r. Advising/supporting BMSICL for drafting and preparing documents for necessary approvals like NOC for land, Environmental clearance, Water supply, sewerage system from Local and Central Regulatory Authority. PMU shall ensure that the construction agency has taken all the permissions and clearances from the local authorities and departments required for taking up the construction of the building.

s. PMU shall work out the milestone penalty to be imposed and penalty to be waived in case the slippage is made up subsequently.

t. PMU shall ensure that the builder shall comply with all the rules and regulations which are under force such as facilities to the workers both male and female including insurance, medical facilities etc

2. Construction Supervision

a. Shall supervise, co-ordinate and manage the Construction Supervision and Quality Control Agency.

3. Site co-ordination

a. Shall attend periodic site meetings / meetings in BMSICL office and discuss site conditions bottlenecks faced likely hindrances, time overruns, cost overruns and any other important matter along with solutions proposed.

b. PMU will be required to submit periodic reports concerning quality standard and progress of the project.

c. Any other construction management task not specifically mentioned but relevant to the realization of the project.

d. The PMU shall in accordance with and as required by the terms of Agreement or agreements entered or to be entered into between BMSICL on one part, and the contractor or contractors on the other part certify after the verification that the work measured and stipulation in the specifications, drawings and Bill of Quantities prescribed in the contract agreement entered into with the contractor(s) are in order. In the matter of approving such bills, the PMU shall conform adherence to the rules and instructions issued by BMSICL and intimate to the BMSICL, guarantee and correctness of all such certificates and shall hold themselves responsible for the correctness of all bills and certificates issued, scrutinized or checked by them, as to the quality of the work concerned as well as the quantities of various items of works. Before certifying any bill PMU shall ensure that the work being certified is, in general in accordance with the designs.

e. PMU shall assess impact of excessive quantities on the cost of project and wherever felt necessary by BMSICL, prepare a Running Summary of Cost for perusal of BMSICL.

f. Oversee preparation of "Running Summary of Cost" for the project once in six months or as

desired by BMSICL and ensure that there will be no cost overrun. PMU shall help BMSICL in preparing a note of revised sanction for the project.

g. Shall co-ordinate with all agencies working at site, liaison with local authorities /government agencies for proper permissions / commencement certificate / completion certificate, etc.

h. Shall ensure that work proceeds smoothly and not hampered for want of decisions / drawings / clarifications.

i. Shall submit physical and financial progress reports once every month or as desired by BMSICL in standard proforma approved by BMSICL.

j. Shall anticipate time overruns, well before completion date and obtain requests for extensions from contractors.

k. PMU will note that only competent authority at BMSICL have authority to grant permissions for extensions.

l. Shall advise BMSICL with regard to extra claims / disputes / Chief Technical Examiner's observations / arbitration cases between BMSICL and the Contractors, if any and assist BMSICL in case of any dispute till the cases are resolved either by mutual negotiation or through arbitration as the case may be.

m. Shall suggest modifications, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

n. To forecast issues ahead in time that would delay the project and caution clients for appropriate action.

o. To provide value engineering service that will result in economical and quality end product.

The list above in indicative only, and should not be construe as exhaustive

5. Eligibility Criteria and Selection Mechanism

3.3 The applicant agency can be a 'for-profit' or 'not-for-profit' legal entity fulfilling the following criteria:

i. Should be having a minimum **of 3 years' experience** of healthcare and management consultancy for or on behalf of other government / non-government organizations/ state governments/ private organization of repute

ii. Should have an annual turnover of not less than **₹ 5 Crore** in each of the last three financial years [2010-11 to 2012-13] or at least ₹ 15 crores in total for these three years.

3.4 The selection of the agency will be made on the basis of Quality Cum Cost Based Selection (QCBS) method, wherein quality/technical portion will carry a **weight of 70% and financial bid will carry a weight of 30%. Technical score** shall be awarded on the basis of quality, qualification, experience, technical competency and similar other attributes of the core team and also of the agency.

3.5 Technically qualified bidders shall be called for a presentation wherein all the members of the proposed team shall also be present.

6. Team Composition and Financial Model:

Team Composition - Variable PMU Size and Financial Model

i. The size of PMU would be variable in the sense that number of consultants required to be deployed by the agency will be decided by BMSICL on the basis of its administrative and operational requirement.

ii. However, the minimum size of PMU would be of 5 consultants, deployed full time with BMSICL. This will consist of one senior consultant and 4 other consultants.

iii. The consultants required at the PMU would be from the following major areas of engineering/project management/design:

- Civil Engineering/Project Management – 1 Sr. Consultant
- Civil Engineering/Project Management – 2 Consultant
- Architecture/Design/Electrical/Mechanical/Structural etc. - 2 Consultants

iv. BMSICL may (most probably will) engage more than 5 consultants and the additional consultants would be from any of the aforementioned or other areas as per decision of BMSICL

v. The bidders are required to quote their monthly fee for establishing the basic unit of PMU with five consultants and the required institutional support. This feel will form the basis in evaluating financial bid.

vi. With more than five consultants, the successful agency will be paid additional fee in the manner explained below:

a. Three major component of the PMU have been taken as Institutional support, deployment of Sr. Consultant and of Consultants, and each of them have been assigned weights, as given in the table below. The weights assigned are hypothetical and need not be complied with by the bidders.

b. What BMSICL would be concerned with is the total amount payable (which is shown in the following tables as multiple of 'x'. How this total fee payable is distributed by the agency among its human, institutional and infrastructural resources would be the concern of PMU.

c. The basic unit of PMU with five persons, have the total fee payable shown as '1x'. This is the amount, which will also require to be quoted in financial bid.

d. As the size of PMU increases, the amount of fee payable to the agency will increase, as explained below, and the payment shall be made accordingly.

Financial Model for Payment of Fee against Different Size of PMU

S.No.	Resources/ Component	For Basic Unit of PMU with five persons	From 6th to 10th person	For more than 10 persons
1	Institutional Support	0.2x	Additional 0.1x	Additional 0.05x
2	Sr. Consultants	0.2x	0.2x	0.2x
3	Consultants	0.15x *4 = 0.6x	0.15x for each person	0.15x for each person
	Total	1.0x		

Example: Fee Payable for Different sizes of PMU

Ex. No.	Size of PMU	Institutional Support Component	Sr. Consult. Component	Consultants Component	Total
1	1 Sr. Cons+ 4 Cons	0.2x	0.2x	0.15x*4= 0.6	1x
2	1 Sr. Cons. + 5 Cons	0.2x+0.1x= 0.3x	0.2x	0.15x*5= 0.75x	1.25x
3	2 Sr. Cons. + 7 Cons.	0.2x+0.1x= 0.3x	0.2x*2 = 0.4x	0.15x*7= 1.05x	1.75x
4	3 Sr. Cons. + 10 Cons.	0.2x+0.1x+0.05x = 0.35x	0.2x*3=0.6x	0.15x*10= 1.5x	2.45x

Consultants Required: Types and Quality

i. Highly qualified and experienced Consultants, with suitable exposure in required areas need to be placed with BMSICL

ii. Each consultant will be deployed only after approval/permission of MD, BMSICL.

iii. All the technically qualified personnel shall be holding degrees form institutes of National/International Repute.

iv. If performance of any consultants is found to be wanting, the same shall be replaced with another one of suitable merit and qualification, to the satisfaction of BMSICL within 20 days.

v. The work experience required for different types of consultants would be as follows:

- **a.** Sr. Consultants - Minimum 6 years of experience
- **b.** Consultants - Minimum 3 years of experience

vi. The table shows the type and educational qualification required form each type of consultants. The qualification must be from one of the premier technical/management institutes/ universities of India

Areas	Suitable Educational Qualification
Civil Engineering	Graduate or Post Graduate Degree in Civil Engineering
Project Management/ Construction Technology	Graduate or PG degree in project management/ construction technology/ construction management
Architecture/ Design	Graduate degree in Architecture/Design/ Planning/ Urban Planning/Graphic Environmental Design and Sustainable Design
Electrical/Mechanical/ Structural/Estimation	Graduate Degree in Electrical/ Mechanical/ Structural/ Estimation Engineering
Finance/Procurement/ Contract Management	Graduate or PG degree in Finance/ MBA(Finance) /Law/CFA

7. Payment Basis and Mechanism

a. The payment shall be made in the form of fixed monthly PMU fee to the agency. The bidding agency is required to quote a Monthly PMU Fee, which shall be payable on monthly basis and this sum shall form the basis of financial evaluation in the bidding process.

b. BMSICL shall not be responsible for providing any financial support except monthly agency fee. Any other expenditure like travelling, staying, communication, boarding and lodging etc. for the consulting team stationed at Patna shall be borne by the agency itself.

c. In case of non-compliance of contract clauses and poor performance of the team, a penalty up to 10% of the fee shall be levied on the agency. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance

8. Procedure for Submitting Proposals

The proposals are required to be submitted in two separate envelopes as follows:

A. Part-A: Technical Proposal: This will contain

(a) A write up detailing the profile of the agency with details of ongoing and completed projects of similar nature with cost, contact details of the clients for the assignments undertaken,

(b) A write up on the methodology in which the agency proposes to carry out the assignment. This envelope shall be marked as "Part-A: Technical Proposal".

(c) The curriculum vitae of the key personnel proposed to be assigned for the project.

Note-: Certificates issued by the clients in support of ongoing and completed projects is mandatory.

i. Earnest Money Deposit in the form of Demand Draft drawn in favor of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited from any scheduled/Nationalized bank which will be payable at Patna.

ii. Documentary evidence for the constitution of the company / firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be attached.

iii. The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the tenderer should sign and deal with the tender documents.

iv. Copy of Income Tax return for Assessment for the three consecutive years 2011-12, 2012-13, 2013-14 must be enclosed.

v. An affidavit before the Magistrate/ Notary stating that "the company/supplier has not been blacklisted either by Government of Bihar / Central Government/any agency of Central Government or State Governments. If yes then indicate blacklisting period and details. In case

the agency is blacklisted and agency does not declare it in the said affidavit, the agency will be technically disqualified.

vi. Copies of the Audited Balance Sheet and Profit and Loss Account for the consecutive last three financial years i.e. 2011-12, 2012-13, 2013-14.

vii. Copy of valid sales tax/vat registration.

viii. The tender document should be signed by the tenderer in all pages with office seal and must be serially numbered.

ix. All Annexure duly filled, signed by the bidder and also all the submitted documents must be attested which are listed above and mentioned in Form-T of the tender

The above documents should be numbered and sealed in a separate cover super scribed as "TECHNICAL BID - COVER "A" –**RFP for Selection of Agency for Establishment of Project Management Unit"** for projects of BMSICL" DUE ON 15/10/2014 BY 1400 Hrs. to be addressed to **"The Managing Director, Bihar Medical Services and Infrastructure Corporation Limited (on behalf of Department of Health, Government of Bihar), 5th Floor Biscomaun Bhawan, Patna-800001.**

B. Part-B: Financial proposal: This is to be prepared as per attached format (Form-F):

Note-1: The envelope containing the Financial Proposal must be clearly marked "Financial Proposal" with a warning "Do not open With the Technical Proposal."

Note-2: No tax exemption of any kind shall be provided by the State Government. The Applicant has to factor this component while preparing the financial proposal.

i. Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as invalid. Corrections done with correction fluid should also be duly attested.

ii. Each page of the price bid should be duly signed by the tenderer affixing the office seal.

iii. The details of rates given in **Form-F** should also be entered clearly in the Non Writable Compact Disc (CD) as per the instructions given along with the tender. In the event of any dispute, entries made in the Non Writable CD shall be treated as final and it will prevail upon the submitted price bid in hard copy.

iv. The rate quoted per unit shall be inclusive of all duties.

v. The tenderers shall submit duly signed Form-F and soft copy of Form-F (Non Writable Compact Disc (CD)) in a sealed cover super scribed as "PRICE BID-COVER "B" – **"RFP for Selection of Agency for Establishment of Project Management Unit"** for projects of BMSICL". The "Cover B" should also be addressed to **"The Managing Director, Bihar Medical Services and Infrastructure Corporation Limited (on behalf of Department of Health, Government of Bihar), 5th Floor Biscomaun Bhawan, Patna-800001**

C. The two envelopes are to be placed in an outer envelope marked **"RFP for Selection of Agency for Establishment of Project Management Unit".**

D. BMSICL shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be the case for rejection of a proposal. If the Financial Proposal is not submitted in a separate sealed

envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal as non-responsive.

9. Proposal Submission Templates/Forms

i. Proposals, prepared and packed in separate envelopes as described above, should be accompanied by a letter of submission as per the format given in **Form-T/Annexure-I**.

ii. The Financial proposal is to be prepared in the format given at attached **Form-F/Annexure II** and must be signed by the same person(s) who have signed the letter of submission.

10. Evaluation Procedure

i. The proposals shall be evaluated by an Evaluation Committee headed by the Managing Director of the Corporation, to be constituted for the purpose. The evaluation shall be a 3-step process as outlined below:

ii. **Stage-1: Technical Evaluation**: This will be done on the basis of documentary evidence submitted by the bidders.

iii. Detailed technical evaluation shall be carried out by Technical Evaluation Committee headed by Managing Director pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. BMSICL determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The BMSICL shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

iv. Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

v. A bid determined as substantially non-responsive will be rejected by the BMSICL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

vi. **Assessment of Capacity and Experience:** This will be done on the basis of documentary evidence submitted by the bidders. The technical proposal shall be evaluated and marks assigned on the basis of documentary proof provided therein. The parameters and the marks to be assigned will be as shown in the table below

PARAMETER	Marks	Maximum Marks
Registration papers indicate that the organization has been in existence for 3-5 years	**5**	**10**
Registration papers indicate that the organization has been in existence for 5-7 years	**7**	
Registration papers indicate that the organization has been in existence for more than 7 years	**10**	
Certificates indicate that the sum total of annual turnover for	**5**	**10**

last three years is 15 Cr. to 20 Cr.		
Certificates indicate that the sum total of annual turnover for last three years is 20 Cr. to 30 Cr.	**7**	
Certificates indicate that the sum total of annual turnover for last three years is 30 Cr. or more.	**10**	
Letters/certificates indicate that the Agency has managed project consultancy services/project management unit for 1 -2 clients	**5**	**10**
Letters/certificates indicate that the Agency has managed project consultancy services/project management unit for more than 2 clients	**10**	
Letters/certificates indicate that the agency has experience of providing project consultancy services/project management unit for healthcare sector other than for a state government / government organization in the last 3 years	**5**	**10**
Letters/certificates indicate that the agency has experience of providing project consultancy services/project management unit for healthcare sector for a state government / government organization in the last 3 years	**10**	
Three team members proposed to be assigned for the project have total relevant work experience of 12 to 17 years	**5**	**15**
Three team members proposed to be assigned for the project have total relevant work experience of 17 to 21 years	**10**	
Three team members proposed to be assigned for the project have total relevant work experience of more than 21 years	**15**	
Assessment of presentation	**45**	**45**
TOTAL		**100**

vii. **Assessment of presentation:** Bidders fulfilling eligibility criteria shall be invited to make a presentation before the selection committee explaining the methodology proposed for implementing the assignment. The proposed core team of 3 people should be present at the time of presentation. Each presentation shall be assigned a score on a scale of 0-45.

The presentation shall consist of a maximum of 15 slides (in not more than 20 minutes) and should include / indicate the following minimum items:

- Past experience - clients and nature of work done
- The core team proposed to be assigned to Corporation headquarters – their qualifications, experience, exposure, motivation, suitability for Corporation
- The key experts who would provide hand-holding support to the on-site team
- Performance milestones which can be used as the basis for release of funds

The total marks for the technical proposal shall be decided by adding the marks obtained in step 1 plus the marks assigned to the agency for Step 2.

viii. **Step-2: Financial Proposal and Combined Assessment:** Financial proposals would be opened and overall winner will be determination through QCBS method, as explained below. The bidder scoring highest total score shall be eligible for award of work.

ix. The financial bid shall be opened of only those bidders who have been found to be technically eligible. Bidders will be considered technically eligible, if they score more than the cut-off mark which is kept as **75** by the Tender Inviting Authority. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be

present. BMSICL shall inform the date, place and time for opening of financial bid.

x. The Financial Bids of unsuccessful bidders would not be opened and destroyed.

xi. PMU will quote rates of service while quoting for the tender as per "Form-F: Price Offer", to be kept in Envelop No. 2.

xii. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy in the figures of price, the price shall be corrected by BMSICL. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the agency does not accept the correction of the errors, his bid shall be rejected.

BMSICL Patna does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The BMSICL, Patna reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

After the stern scrutiny of the both the steps a final score for an applicant would be weighted average of technical and financial bids score, where the technical and financial proposals will be assigned a weight of 70 and 30 percent respectively. The scoring system of this 'Quality-Cum-Cost-Based' to be used for obtaining final scores is illustrated by an example below, wherein it is assumed that 4 bidders are being evaluated.

Bidder	**Technical Proposal**		**Financial Proposal**		**Combined Score**		
	Score	**Weighted Score = (score/max score)*100**	**Financial Bid (Consultancy fee in ₹ Lakhs)**	**Weighted score =(mini consultancy fee / quoted fee)*100**	**Technical**	**Financial**	**Total**
	(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**
					=(2)*0.70	**=(4)*0.30**	**=(5)+(6)**
P	50	62.5	2	100	43.75	30	73.75
Q	60	75	3	67	52	20	72
R	70	87	4	50	61	15	76
S	80	100	5	40	70	12	82

11. Contract Period

The Corporation will sign an agreement with the successful bidder for a period of 2 year, effective from the date of execution of the Agreement. The project period may be extended further for two more years depending on the requirement of the Corporation and performance of the Agency, at the sole discretion of BMSICL.

12. Commitments of BMSICL

The Corporation will provide the necessary basic office space/computer/sitting facility for the PMU members and will provide leadership support, including according administrative and financial approvals as and when required. The Corporation will also provide necessary leadership inputs to ensure coordination among the various agencies working with it.

13. Security Deposit/Performance Guarantee

i. The successful tenderer shall be required to pay performance guarantee of 10% of the estimated contract value. The contract value will be determined at the time of execution of the agreement.

ii. They have to submit the performance guarantee of 10% of the contract value before entering into agreement in the form of Fixed Deposit Receipt (pledged to Managing Director, Bihar Medical Services and Infrastructure Corporation Limited) or Demand Draft or Bank Guarantee drawn in favor of "the Managing Director, Bihar Medical Services and Infrastructure Corporation Ltd", payable at Patna, viz. tender inviting authority before releasing the contract by the ordering authority.

iii. The performance Bank Guarantee submitted should be valid for 24 months.

iv. The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

v. No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.

vi. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to be forfeited by BMSICL, Patna and his decision shall be final.

vii. The expenses of completing and stamping the agreement shall be paid by the bidder.

14. Other Terms And Conditions

1. **VALIDITY OF BIDS:** The bids shall be valid for a period of 120 days from the date of opening of **Cover A (Technical Bid)** and prior to the expiration of the bid validity; the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days or so depending on the requirement. The tenderer may refuse extension of bid validity without forfeiting the Earnest Money Deposit, but those who are willing to extend the validity of their bid shall also be required to provide an extension of earnest money as specified in the tender documents.
2. A complete set of tender documents may be purchased by any interested eligible person of the tenderer on an application in writing and upon payment of a non- refundable fee of ₹.5,000/- if applicable, in the form of Demand Draft drawn in favour of "**Managing Director, Bihar Medical Services and Infrastructure Corporation Limited**." payable at Patna.

3. Tender document can be purchased from the office of BMSICL situated at 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna - 800001 between 1000 Hrs. to 1700 Hrs. from 15-09-2014 to 14-10-2014 on all working days (Monday to Friday) in person. Tender Inviting Authority will not be responsible in any way for postal delay.
4. Bidders can also download the bid document directly from the BMSICL website **www.bmsicl.gov.in.** In such case, the bidders are required to submit the cost of the tender (non-refundable) by way of separate Demand Draft, drawn in favour of "**Managing Director, Bihar Medical Services and Infrastructure Corporation Limited**." payable at Patna and the same must be enclosed with Cover A-Technical Bid. The Bidder should specifically superscribe, "DOWNLOADED FROM THE WEBSITE" on the top left corner of the outer envelope containing Cover A and Cover B. In no case, the tender cost should be mixed with EMD amount. Deviations from any of the procedures mentioned above will not be entertained and such tenders will be summarily rejected.
5. The Tenders should be typewritten. **The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.**
6. All tenders must be accompanied with Earnest Money Deposit as specified in the tender document.
7. A pre-bid meeting will be held at 1100 Hrs. on 26/09/2014 at 5th Floor, Biscomaun Bhawan, Patna - 800001 to clarify any queries and accept any suggestions from bidders. Those who wish to attend the same may do so at their own cost. If any amendment is required in the bid document, following the pre bid conference, it would be posted on the website. Tenders will be opened in the presence of bidders authorized representatives who choose to attend the same at their own cost on the specified date and time at 5th Floor, Biscomaun Bhawan, Patna - 800001.
8. At any time prior to the date of submission of tender, Tender Inviting Authority may, for any reason, whether at their initiative or in response to a clarification requested by a prospective bidder, can modify the condition of tender documents by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his own discretion, extend the date and time for submission of tenders.
9. Interested eligible bidders may obtain further information in this regard, if any, from the office of the Tender Inviting Authority.
10. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
11. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

12. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazette holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in BMSICL will stand automatically extended up to 1400 hours of the next working day in the Government offices.

13. Late/delayed tenders received in BMSICL due to any reason whatsoever will not be accepted under any circumstances.

14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. **The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender.** The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

15. Opening Of Cover "A" And Cover "B" Of Tender

(a) All the tenderers are entitled to be present at the date and time for opening of Technical Bid -Cover "A" of the tender submitted by them.

(b) The tender will be scrutinized by Tender Evaluation Committee formed by BMSICL. Tenderers, who were found eligible on satisfying the criteria for technical evaluation and inspection, will only be invited to be present at the date and time for opening of Price Bid -Cover "B" of the tender.

16. EARNEST MONEY DEPOSIT

The Earnest Money Deposit shall be ₹ 2,00,000/- (Two Lakh Rupees only) which shall be paid in the form of Demand Draft, favouring Managing Director, Bihar Medical Services and Infrastructure Corporation Limited issued from any Scheduled Bank and payable at Patna. This should be enclosed with the tender in Cover "A". Earnest Money Deposit in the form of Cheque / Cash / Postal order / FDR will not be accepted. No interest shall be paid on the EMD.

17. Earnest Money Deposit Exemption: No exemption from payment of EMD is permitted.

(i) The tenders submitted without sufficient EMD will be summarily rejected.

(ii) The Earnest Money Deposit of the Tender will be forfeited without further notice if: Any bidder withdraws his offer within the bid validity period before finalization of the tender.

(iii) On refusal to enter into a contract after the award of contract

18. Acceptance of Tender

i. Tender Inviting Authority reserves the right to accept or reject the tender without assigning any reason.

ii. The acceptance of the tenders will be communicated to the successful tenderers in writing by the tender inviting authority.

iii. The PMU fee of the successful tenderers would be valid for the entire contract period which may be extended by mutual consent of both BMSICL and the Project Management Unit/Consultancy services Agency.

19. Agreement

i. The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.1000/- (stamp duty to be paid by the tenderer) within 10 days from the date of the intimation with the Tender Inviting Authority, viz., the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited.

ii. The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever

iii. All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at the premises, places of business or abode.

iv. In case successful tenderer do not execute agreement for all the product or part of the product, EMD of the tenderer will be forfeited.

20. Payment Provisions

i. No advance payments towards any costs will be made to the tenderer.

ii. The verification of the bills of on receipt would be done and payment would be made by the Ordering authority.

iii. All bills/ Invoices should be raised in triplicate in the name of the ordering authority.

iv. Aggrieved by the decision or levy of fine for non-compliance by the BMSICL, the Agency can make an appeal with the concerned Directors. Aggrieved by the decision of the concerned Director, the Agency can take up the appeal with the Tender Inviting Authority.

v. In all the above conditions, the decision of the Tender Inviting Authority, viz. Managing Director, Bihar Medical Services and Infrastructure Corporation Limited would be final and binding; in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.

vi. All litigations related to the Agency for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

21. Registration: BMSICL reserve the right to register the technically qualified bidders for future of those services for which they have applied and found qualified on technical grounds as per the rules of registration of BMSICL and depending upon the requirement only financial bid may be asked for the supply of registered item from those technically qualified bidders.

22. Professional Misconduct: If at any time, it is noticed that deliberate attempt has been made by the Agency to cause over payments to the contractors by over-measurement or over estimation of rates or sub-standard work is accepted and recommended for payment, the amount shall be recovered from the payment due to the Agency not only from this contract but also from any other contract awarded by BMSICL. The matter will be viewed as a

professional misconduct and strict action as per the laws of country will be taken and recoveries shall be made from Agency.

23. **Third Party Liability:** The BMSICL shall not be liable for any injury / death, caused to any official, employee, representative or agent of the PMU or their consultants working at the site or damage to their properties for any reason whatsoever and BMSICL shall not entertain any claim from any person on that behalf. It would be the responsibility of the PMU to get their officials, employees, representatives, agents or their consultants insured against the possible risks involved in the discharge of their duties at the work site.
24. **Confidentiality:** Except with the prior written consent by the BMSICL, the PMU and their representatives shall not any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PMU shall not publicize any information pertaining to BMSICL which is discussed with them during course of execution of work in the interest of project completion.
25. **Professional Indemnity:** PMU warrant that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and those services shall be of a high quality and standard satisfactory to BMSICL. The PMU shall indemnify BMSICL from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by PMU. For this purpose, PMU shall subscribe to a professional liability insurance policy with a nationalized insurance company for an amount equivalent to 20% of the total fee payable by BMSICL to the PMU. PMU shall provide adequate evidence to BMSICL, if asked for, showing that such insurance has been taken and being maintained and that all the premium thereon have been paid.
26. **Extension Of Time:** If the PMU desires an extension of time for the completion of the work on the grounds of PMU having been unavoidably hindered in its execution or any other ground, PMU shall apply in writing to the Director/officer designated by the BMSICL within 30 days of the date of the hindrance on account of which PMU desires such extensions as aforesaid and the Director/officer designated by BMSICL shall , if in his opinion reasonable (Which shall be final) there after authorize such extension of time, if any, as may in his opinion be necessary or proper.
27. **Saving Clause**: No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.
28. **Jurisdiction**: In the event of any dispute arising out of the tender or orders such dispute would be subject to the jurisdiction of the Court of Patna or Honourable High Court of Bihar.

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.

TECHNICAL BID (Form T)			
(In separate sealed Cover-I super scribed as "Technical Bid")			
1	**Name of the Company**		
	Address of the Company/Firm/Agency		
	Phone Number		
	Mobile Number		
	E-Mail		
	Full address of Operating Branch		
	Phone Number		
	Mobile Number		
	E-Mail		
2	Constitution of Agency Proprietor/ Individual/Sole firm/partnership firm/company		
	Registration particulars of the company (enclose the registration copy)		
3	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)		

4	Banker of Company/Firm/Agency Full Address (Attach certified copy of statement of A/c for the last three years)					
	Phone Number					
5	**Experience in the work of providing similar services by the firm/company/agency during the last three years (Read Terms and Conditions for Eligibility)**					
	(Annex in separate sheet)					
	Name of Organization with complete address and telephone numbers to whom services provided	**From (Date)**	**To (Date)**	**Contract Amount (Rs)**	**Reason for Termination**	
1						
2						
3						
4						
5						
(If the space provided is insufficient, a separate sheet may be attached)						
Attach Experience Letters in preparation of detailed project reports in respect of major independent building construction						
(Copies of work-orders from the organisations to whom services provided, to be attached)						
6	**Set-up of your Organization, clearly indicating and also indicate the**					

	Details of managerial, supervisory		
	Other staff		
	Organisational Chart		
	Number of muster roll staff available for performing this service		
	Is the establishment registered with the Government; please give details with document/evidence Undertaking of the Agency confirming the availability of the adequate manpower of requisite experience for deployment in BMSICL.		

Details of Technically qualified personnel available in the firm (Payroll to be enclosed)

S.No	Profession/Discipline	Name	Age	Qualification	Experience (in Years)	Field of Experience
1						
2						
3						
4						
5						
6						
7						

8						
9						
7	Please furnish Infrastructure Details of the PMU (including location for preparation and delivering drawings required for the construction)					
	Address with Telephone No.					
	Details of Software packages available					
	Details of Equipment					
	No. of Personnel working					
8	Details of office located to supervise projects in the state of Bihar if any					
	Address with Telephone No.					
	Details of Software packages available					
	No. of Personnel working					
9	Please attach copy of last Return of Income Tax [duly certified by Chartered Accountant					
10	Please give EPF No: ESI Code: Gratuity Act Regn. No etc., if applicable.					
11	Adherence to the provision of PF & Minimum Wages Act					

	Please attach the notarial declaration of following in Rs. 100 Stamp Paper. Personnel/Labourers will be the employee of firm/company & there will be no employer-employee relationship between them and BMSICL				
12	**Please attach balance sheet [*duly certified by Chartered Accountant for the last three years***				
	Financial Year	**Amount in ₹**		**Remarks**	
	2011-2012				
	2012-2013				
	2013-2014				
13	Insurance (Accidental)				
	Insured with				
	Policy No.				
14	Statuatory Approvals (Please attach Documents)	IBR	CSE	ISO	Any other
15	PAN No. (Please attach copy)				
16	Service Tax Registration No. (Please attach copy) if applicable.				

17	Acceptance of terms and conditions attached (Yes/No). Please sign each page of terms and conditions as taken of acceptance and submit as part of tender document.		
18	Power of Attorney/authorization for signing the bid documents		
19	Please submit an undertaking that no criminal case is pending with the police/CBI Vigilance or Court of Law against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Also submit that the proprietor/firm has never been black listed by any organization.		
20	Any other Details that would aid in the selection process of the Applicant		
21	Please indicate, the details of Arbitration cases, if any		
22	**Details of the DD/Pay Order**		
	EMD Amount		
	EMD DD Number		

	Date					
	Bank					
	Tender Amount					
	DD Number					
	Date					
	Bank					
	Note					
	Certification:					
1	wherever space to fill up details is insufficient, separate sheet may be enclosed					
2	All the above information furnished by us are true and correct to the best of my knowledge					
3	All required documents including Tender fee and EMD have been enclosed to the bid form					
			Signature of the Applicant			
	Place					
	Date		Office Seal			
			Name of the Applicant			

RFP for Selection of Establishment of Project Management Unit

Form F

Date _____/2014

Format for Financial Bid

(To be submitted on the letter head of the bidder)

Task/Item Description	Quote Rate in Rupees (₹)
Monthly fee to be charged by the Agency for PMU **(Agency fee + Consultancy Services + Manpower*)** ***Basic unit of PMU with 5 consultants**	**₹**

*Service tax to be charged extra

Monthly fee to be charged by the Agency for PMU in words_____

_____

[Signature and Details of the Authorised Representative]

Seal of the Agency and Authorised Person

Place:

Date:

Notes:

The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders who score more than a cut-off mark i.e. 75 in the technical evaluation. The final selection would be made on the basis of Combined Quality Cum Cost Based Selection (CQCCBS). Further, in case the lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis.

*Price schedule should not be submitted in Technical Bid, otherwise tender shall be rejected

Form - B
DECLARATION

1. I, _____ Son/Daughter/wife of Shri ----------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:

Signature of authorized person (s):

Full Name:

Date:

Seal:

Place: