



Bihar Medical Services & Infrastructure Corporation Limited

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

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

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

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**Short Term Request for Proposal (RFP) Document  
For  
Comprehensive Annual Maintenance Contract  
Of Desktop Computers & Peripherals**

**RFP Ref No. BMSIC/System/02-2016**

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

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## Fact Sheet

Sl. No.	Particular	Details
1	Selection Method	Least Cost Selection (LCS)
2	Availability of RFP	RFP can be downloaded from the website of bmsicl.gov.in: ( <a href="http://bmsicl.gov.in">http://bmsicl.gov.in</a> ) or ( <a href="http://bmsicl.in">http://bmsicl.in</a> )
3	RFP Reference Number	BMSIC/System/02-2016
4	Date and time of Pre- offer meeting	19/8/2016 at 3.00 pm
5	Last Date for submission of offers	26/8/2016 up to 3.00 pm
6	Time and date of opening of offers	26/8/2016 at 3.30 pm
7	Place of opening of offers	Bihar Medical Services & Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna 800001.
8	Address for communication	Bihar Medical Services & Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna 800001.

## 1. Request for Proposal

Bihar Medical Services & Infrastructure Corporation Limited - hereinafter mentioned in this document as BMSICL or the Corporation - is a fully owned by Government of Bihar for providing services to the various health care institutions under the Department of Health and Family Welfare. One of the key objectives of the BMSICL is to act as the State procurement agency for all essential drugs, other consumables and equipments for all health care institutions under the above said Department. Tenders are invited in two bid systems (Technical & Commercial bid in two separate sealed envelopes contained in one bigger envelope) from eligible, reputed, qualified vendors for providing comprehensive annual maintenance contract (CAMC) of desktop computers systems & peripherals for a period of 1 year , extendable for further 1 year (subject to terms & conditions). The Managing Director of the Corporation is the Request for Proposal (RFP) Inviting Authority for this purpose.

## 2. Background Information

### 2.1. Basic Information

- a) BMSICL invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies/Agencies ("Bidders") for selection of "CAMC Vendor".
- b) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this tender process.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- d) The bidders submitting the application would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the application. The application must be unconditional.

### 2.2. Project Background

BMSICL intends to select vendor for comprehensive maintenance which includes preventive maintenance monthly/regular services of the desktop computers systems & peripherals and provision of one Resident Engineer capable of troubleshooting and handling the systems. Of all the systems/hardware mentioned for CAMC if any is found faulty/not in working condition at the time of start of the CAMC the "CAMC service provider" shall submit a separate estimate for repairing of those equipments. Similarly if some or any equipment is found to be obsolete/not fit for use by the "CAMC service provider" at the start of CAMC then it must brought to the knowledge of the office and those systems will be withdrawn from the CAMC after submission of a valid obsolete certificate.

## 3. Instructions to the Bidders

### 3.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on

successful award of the assignment by the BMSICL on the basis of this RFP.

- c) A pre-offer meeting will be held at 5<sup>th</sup> Floor, Bismaun Bhawan, Patna- 800001 as per date & time specified in the fact sheet to clarify any queries and accept any suggestions from bidders.
- d) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of BMSICL. Any notification of preferred bidder status by BMSICL shall not give rise to any enforceable rights by the Bidder. BMSICL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of BMSICL.
- e) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- f) The price charged for the services provided under the contract by the Bidder shall in no event exceed the lowest price at which the said Bidder provides the services.

### 3.2. Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP/ tender document.
  - Follow the format of this RFP/tender document and respond to each element in the order as set out in this RFP/ tender document.
  - Comply with all requirements as set out within this RFP/tender document.

### 3.3. Tenure of the Contract

The CAMC contract will be valid for 1 year with effect from date of issue of award letter which can be extended/ renewed further for a period of 1 year in view of satisfactory performance of the firm.

### 3.4. Key Requirements of the Bid

#### **Right to Terminate the Process**

- a) BMSICL may terminate the RFP process at any time and without assigning any reason. BMSICL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by BMSICL. The bidder's participation in this process may result BMSICL selecting the bidder to engage towards execution of the contract.

#### **RFP Document Fees**

The bidder has to submit a Demand Draft of Rs. 5,00 (Five Hundred Only) in form of RFP Document Fee in favor of The Managing Director, Bihar Medical Services & Infrastructure

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

- a) The bidder has to submit a Demand Draft of Rs. 15,000 (Fifteen Thousand Only) in form of EMD in favor of The Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd. (BMSICL) Payable at Patna, and should be valid for 90 days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded/ returned by BMSICL within one month of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of performance security deposit.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - If the Bidder withdraws or amends its tender or impairs or derogate from the tender in any respect within the period of tender.
  - The bidder violates any of the provisions of the terms and conditions of this tender specification.
  - The selected bidder withdraws his offer before furnishing an unconditional and irrevocable performance security deposit.

### **Submission of Proposals ()**

- a) Technical & Financial offer should be submitted in separate sealed envelopes duly marked to the address for communication mentioned in fact sheet. Earnest money & RFP Document should be attached with technical offer.
- b) Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

### **Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal issued by the company.

## **3.5 Preparation of Proposal**

### **Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BMSICL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

BMSICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

### **3.6 Consortium**

No consortium, subletting or hiring services of other company for execution of this job shall be allowed.

### **3.7 Evaluation Process**

- a) BMSICL shall constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by BMSICL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### Tender Validity

The offer submitted by the Bidders should be valid for minimum period of **90 days** from the date of submission of Tender.

### Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
  - Are not submitted in as specified in the RFP document.
  - Received without the Letter of Authorization (Power of Attorney).
  - Are found with suppression of details.
  - With incomplete information, subjective, conditional offers and partial offers submitted.
  - Submitted without the documents requested in the checklist.
  - Have non-compliance of any of the clauses stipulated in the RFP.
  - With lesser validity period.In case of rejection of bid, BMSICL shall notify the concerned bidder along with reasons of rejection.
- b) All responsive Bids will be considered for further processing as below. BMSICL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.



## 4. Criteria for Evaluation

### 4.1. Technical Qualification Criteria

<u>Sl.No</u>	<u>CRITERIA</u>	<u>BASIS OF EVALUATION</u>	<u>SUPPORTING</u>
<b>(A)</b>	<b>Company Profile</b>		
1.	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant/ DVAT certificate.
2.	Certificates	Valid Service Tax, Value Added Tax, Income Tax and PAN Registration	Valid service tax registration certificate; Valid value added tax (VAT) registration certificate; PAN Card.
3.	Average Annual Turnover during the last three financial years.	More than or equal to Rs. 50,00,000/- (Rupees seventy five lacs Only)	Extracts from Audited/Certified financial statements and Balance sheet for last two financial years as per financial year of participating company/firm; OR Certificate from Chartered Accountant and Authorized Signatory.
4.	Number of Service Engineers or equivalent (B.E./B.Tech.) working in the company	More than 6 Service Engineers	Declaration by HR head of the Company.
5.	Number of technicians or equivalent (B.E./B.Tech./Diploma Certificate) working in the company	More than 6 technicians	Declaration by HR head of the Company.
6.	Geographical presence of the firm/company	Presence of office in Patna	Certificate by Authorized signatory with Address of office in Patna.
7.	ISO Certificate	ISO 9001:2008 Certificate	Copy of Valid ISO 9001:2008 certificates to be submitted certified by authorized signatory.
<b>(B)</b>	<b>Relevant Experience</b>		

8.	Bidder should be an established experienced in CAMC of IT hardware including desktops, printers, Scanners & Switches in any government agency in India	Bidder must have successfully undertaken following number of assignments related to maintenance of IT hardware including desktops, printers, Scanners & Switches in any government agency in India during the last three financial years <ul style="list-style-type: none"> <li>• One assignment not less than the amount of Rs.1,00,000/-</li> </ul>	Work Order (Certified by Authorized Signatory).
9.	Authorized service provider of any major computer/laptop OEM.	More than or equal to 1	Certificate/MAF from the company

Bidders, whose bids are responsive, based on fulfilling all requirements, would be considered technically qualified. Price Bids of such technically qualified bidders shall further be opened.

#### 4.2. Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders in technical evaluation criteria will be opened on the prescribed date.
- b) The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- c) Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.

### 5. Appointment of Successful Bidder

#### 5.1. Award Criteria

BMSICL will award the Contract to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions and process outlined in this document.

#### 5.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

BMSICL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BMSICL action.

### 5.3. Notification of Award

Prior to the expiration of the validity period, BMSICL will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BMSICL may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of performance security deposit, BMSICL will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of performance security deposit and signing of Contract.

### 5.4. Performance Security Deposit

BMSICL will require the selected successful bidder to provide an irrevocably, unconditionally performance security deposit in the form of Demand Draft drawn in favor of The Managing Director, Bihar Medical Services & Infrastructure Corporation Limited Payable at Patna, within 15 days from the Notification of award, for a value equivalent to 10% of the value of contract. The performance security deposit will be valid for a period of sixty days beyond the date of completion of contractual obligations. The performance security shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the performance security as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance security within the time stipulated, BMSICL at its discretion may cancel the order placed on the selected bidder without giving any notice. BMSICL shall invoke the performance security in case the selected bidder fails to discharge their contractual obligations during the period or BMSICL incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

### 5.5. Signing of Contract

After BMSICL notifies the successful bidder that its proposal has been accepted, BMSICL shall enter into a contract, incorporating all the clauses and the proposal of the bidder between BMSICL and the successful bidder.

### 5.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP/proposal of the bidder shall constitute sufficient grounds for the annulment of the award, in which event BMSICL may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, BMSICL shall invoke the EMD of the selected bidder.

## 6. Scope of Work

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of the desktop computers systems & peripherals and/or replacement of any items necessary for keeping the same, active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the desktop computers systems & peripherals.

2. The replacement of all the spares is included under the CAMC. The replacement of defective spares with good quality and standard spares will be done by the bidder without any extra charge of any kind.
3. The desktop computers systems & peripherals servicing will be done as per the recommendation of the manufacturers with original spares.
4. BMSICL shall hold regular monitoring meetings to monitor the performance of the CAMC.
5. The CAMC Service provider shall have to maintain a complaint Register.
6. Complaints can be registered through phone and e-mail. The CAMC Service provider has to provide e-mail address and mobile phone to the engineer deputed.
7. The Annual Maintenance Contract is comprehensive in nature and the CAMC Service provider shall maintain the equipment as per manufacturer's guidelines and shall use standard components for replacement as per OEM's specifications. The CAMC Service provider shall not use any spurious components for replacement / repair & shall use only the original OEM spares as & when required. All such replacements shall be done with the prior approval of the maintenance in-charge & the genuineness of such spares shall require the certification from the maintenance in-charge before the maintenance is undertaken. The original specifications / characteristics / features / configurations shall not be changed without any written approval from BMSICL. When it becomes necessary to change the system specifications / characteristics / features / configurations it should be changed upward in terms of capacity / performance. No downward modification / change shall be acceptable at any point of time.
8. The CAMC Service provider shall ensure that any desktop computers systems & peripherals under the purview of this contract are attended by the technical support team within 24 hours from the time of registration of complaint with the Complaint Register by any means of communication. The above period shall however exclude Sunday and other public holidays or other periods when access to the user premises is restricted due security or other reasons, not directly under the control of BMSICL or the CAMC Service provider.
9. Checking the quality of power supply & other working conditions from time to time shall be the responsibility of the CAMC Service provider. In case the CAMC Service provider observes improper power supply or working conditions, he should immediately bring the same to the notice of the BMSICL, failing which no claims of damage on these accounts shall be entertained by BMSICL.
10. The CAMC Service provider shall ensure proper data backup before undertaking the maintenance / repair of the computer systems, failing which any loss or damage to data shall be the responsibility of the CAMC Service provider.
11. The desktop computers systems & peripherals covered under the CAMC will be positioned in the following locations:
  - BMSICL,5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna -800001.
  - BMSICL,3rd Floor, Biscomaun Bhawan, Gandhi Maidan, Patna -800001.
  - Bihar State Warehousing Corp., Bazaar Samiti, Fatuha, Bihar.Pin-803201
  - Bihar State Warehousing Corp., Narayanpur Annant, Muzaffarpur (Bihar).Pin-842001.
  - Bihar State Warehousing Corp., Taranagar, Kasba, Purnia (Bihar). Pin- 854330.
12. The Detail of machines (PC, Printer, off-line UPS, etc.) of which CAMC is required is Annexed as

Appendix III/Form3.

13. The comprehensive maintenance shall be carried out primarily at the premises of BMSICL as specified in the work order, during office hours. In case, the Bidder feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.
14. The operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment for the equipment covered under CAMC.
15. In case of reinstallation of software, the CAMC Service provider will not install a pirated copy in any circumstances. The CAMC Service provider will ensure that BMSICL provides the original and licensed version of the software/OS. In case of any issue, the CAMC Service provider will report it to BMSICL of such circumstances in writing.
16. In a building where more than 15 numbers of PC/Equipments are installed and covered under CAMC the successful bidder will station one service engineer with sufficient spare parts on permanent basis.
17. The service engineer should have sufficient technical qualification (B.E. /B.Tech. /Diploma Certificate) and experience (minimum 6 months) to handle hardware, software, communications issues that may arise during the usage of system.
18. The resident engineer should maintain a log register of all calls attended, pending issues, preventive maintenance records and details of all replaced spare parts.
19. The CAMC shall cover the comprehensive on-site residential support contract for all services and parts of the desktop computers systems & peripherals as annexed in Appendix III/Form 3.
20. Maintenance shall include installation and updation of all kinds of software including operating system, office applications, and anti-virus.
21. Service support is required during business hours (9:00AM to 6:00PM) on working days. The vendor support staff is required to be based at BMSICL office(s) or locations mentioned in this RFP.
22. The successful bidder, as per the real need and requirement of the BMSICL, shall ensure the appropriate deployment of the manpower.
23. The successful bidder has to maintain all the relevant records, register and documents as required.

## 7. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to BMSICL for the duration of this contract.

### 7.1. Response Time

The support personnel should be available over phone and is required to be responsible for single point of contact of BMSICL. On breakdown situations or when directed by BMSICL, response time to reach maintenance location for maintenance call by the support personnel should not exceed 2 hours.

The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more than 72 hours, the bidder shall provide a standby system. In case the system is not repaired or an alternative system not supplied within the period of 72 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the bidder.

### 7.2. System Uptime

The selected bidder shall ensure 95% uptime for desktops and other equipments failing which a penalty as proposed by the BMSICL will be imposed. However, before imposing penalty, the BMSICL will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the bidder. The breakdown time will be worked out as under:-

Total machines days(X) = (NO of equipment under CAMC) \* No. of working day in a quarter.  
Breakdowns (Y) = (NO. of Desktops or Printer or UPS) \* No. of breakdown days  
Percentage uptime =  $(X-Y)/X * 100$

## 8. Payment Schedules

Payment for CAMC shall be made quarterly, within 30 days from the date of receipt of correct Invoice along with the list of details of preventive / service calls report.

## 9. LIQUIDATED DAMAGES

The maximum permissible absence of engineer will be 12 days in the entire CAMC period. A penalty of 2% of total CAMC charges will be charged for every additional day of absence.

## 10. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BMSICL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, BMSICL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BMSICL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BMSICL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of BMSICL in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BMSICL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 11. Force Majeure

BMSICL or the selected bidder, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

- Has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.

Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

## 12. Arbitration

- In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration by a sole arbitrator to be appointed by Managing Director of BMSICL. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.
- The parties shall continue to perform their obligations under the agreement during arbitration proceedings, except where the agreement has been terminated.
- The venue for arbitration will be Patna.

## 13. Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BMSICL shall forfeit and appropriate the EMD, if available, as mutually agreed

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genuine pre-estimated compensation and damages payable to BMSICL for, *inter alia*, the time, cost and effort of BMSICL including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to BMSICL hereunder or otherwise.



## Appendix I: Technical Bid Templates

### Form 1: Particulars of the Bidder

SI. No.	Information Sought	Details to be furnished
A	Name and address of the bidding Company/Firm	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Local address of the bidding Company (In NCR)	
D	Year of Establishment	
E	Date of registration	
F	ROC Reference No.	
G	Details of company registration	
H	Details of registration with appropriate authorities for service tax, VAT/DVAT, PAN	
I	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
J	Earnest money of Rs.15,000/-	DD No.: Date:
K	RFP Document fees	DD No.: Date:

(Signature and stamp of the firm)

Date:

Place:

For .....

**Authorized Signatories**

## Appendix II: Financial Proposal Template

### Form 2: Financial Proposal

To,

**The Managing Director**

**Bihar Medical Services & Infrastructure Corporation Ltd. (BMSICL)**

**5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna -800001.**

Dear Sir,

I/We hereby submit our price bid for bid for Comprehensive Annual Maintenance contract (CAMC) of desktop computers systems & peripherals for BMSICL.

#### **Summary of Costs**

Detail of Financial Bid

<b>PART A :- Comprehensive on-site support CAMC (Hardware and Software Support)</b>				
<b>Sl. No.</b>	<b>Details of machine</b>	<b>Quantity</b>	<b>CAMC Unit Cost in INR (p.a.)</b>	<b>CAMC Charges in INR (p.a.)</b>
1.	PC/Desktop	55		
2.	Printer	35		
3.	UPS	40		
4.	Scanner	2		
5.	Laptop	10		
6.	Ethernet Unmanaged Desktop Switch	7		
7.	Wireless Router	5		
<b>PART B :- Comprehensive on-site support</b>				
<b>Sl. No.</b>	<b>Category</b>	<b>Quantity</b>	<b>Unit Cost in INR (p.a.)</b>	<b>Total Cost in INR (p.a.)</b>
1.	Residential on-site support Engineer	01		
	Grand Total			

Note: The amount shall be considered as final 'price' quoted by the bidder. This will be excluding the taxes as applicable. L1 bidder will be decided on the basis of Grand Total.

(Signature and stamp of the firm)

Date:

Place:

For .....

**Authorized Signatories**

## Appendix III: Machine Details for CAMC

### Form 3: Machine Details for CAMC

Sl. No.	Machine Name (PC, Printer, Scanner, Laptop)	Quantity	Procurement Year	Make & Model
1	PC/Desktop	55	2011-12	HCL Infinity Pro BL 1330 G41 chipset MBD
2	LaserJet Printer	35	2011-12	HP LaserJet Printer
3	Laptop	10	2011-12	Dell Vostro 3450
4	Scanner	2	2013-14	HP Scan Jet 5590
5	UPS	40	2014-15	Emerson CX600, Luminous Duo600, Odyssey Neo700RB+
6	Ethernet Unmanaged Desktop Switch	2	NA	Digisol 24 Port
7	Ethernet Unmanaged Desktop Switch	3	NA	Zyxel 8 Port
8	Ethernet Unmanaged Desktop Switch	1	NA	D-Link 8 Port
9	Ethernet Unmanaged Desktop Switch	1	NA	D-Link 24 Port
10	Ethernet Unmanaged Desktop Switch	1	NA	NETGEAR 16 Port
11	Ethernet Unmanaged Desktop Switch	1	NA	TP link 8 Port
12	Wireless Router	5	NA	TP Link