

BIHAR MEDICAL SERVICES & INFRASTRUCTURE CORPORATION LTD.

(A Govt. of Bihar Undertaking)

2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Patna-800014

NOTICE INVITING TENDERS

Re-tender for Empanelment of Agencies for supply of Stationary

(Only through E-Tender on Website: - <https://eproc2.bihar.gov.in>)

Re-tender No.-BMSIC/10035/04-2023/03

1. Bihar Medical Services & Infrastructure Corporation Limited (BMSICL) intends to empanel agencies for supply of stationery items to its Patna Head Office.
2. BMSICL invites e-bids in this regard from interested Agencies. Detailed tender document containing eligibility criteria, details of EMD, tender fees and other terms & conditions are available on the website <https://eproc2.bihar.gov.in>.
3. **To participate in E-Tender the bidder has to be registered with E-Tendering service provider. For this, help desk – mjunction services limited, RJ complex, 2nd Floor, Canara Bank Campus, khajpura, Ashiana Road, P.S- Shastri Nagar, Patna-800014, Toll Free No-18005726571, Email-ID: <https://eproc2.bihar.gov.in> can be approached.**
4. **Schedule of Tender:**

Tender Reference No.	BMSIC/10035/04-23/03
Bid Submission Start Date	From 28.06.2024, 11:00 AM on https://eproc2.bihar.gov.in
Pre- Bid Meeting Date & Place	On 02.07.2024, 03:00 PM in 3 rd Floor Conference Hall of BMSICL, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Bihar, Patna.
Bid Submission Last Date	Up to 22.07.2024, 05:00 PM on https://eproc2.bihar.gov.in
Last date and time for submission of EMD (Only in the form of BG) in hard copy (Offline mode) & tender document	Up to 23.07.2024, 03:00 PM in the office of BMSICL, Patna (2 nd & 3 rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Bihar, Patna.)
Opening of Technical Bid	23.07.2024, 03:30 PM on the e-proc2 Portal
Tender Fees (Including GST)	Rs. 11800/- (Eleven Thousand Eight Hundred only) Non-refundable (Only Online mode on eproc2 bihar).
Bid Processing Fee	Rs 590/- (Five hundred ninety only) Non-refundable (Only Online mode on eproc2 bihar).

Note – i) Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of BMSICL.

ii) No tender will be accepted after closing date and time in any circumstances.

5. The Technical bids will be opened (in e-mode/online) on the afore mentioned date and time. In the event of any of the above-mentioned day being declared a holiday/closed day for BMSICL, the bids will be opened on the next working day at the scheduled time.
6. The bids must be uploaded (e-mode/online) at the e-Procurement Portal (<https://eproc2.bihar.gov.in>).
7. The technical and financial bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) on or before the date and time specified as above in clause 4. BMSICL doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

8. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., as required in support of their eligibility criteria/ technical bids and other certificate /documents in the e-Procurement Portal (<https://eproc2.bihar.gov.in>).
9. The hard (Physical) copy of the Earnest Money Deposit (EMD) in the form of bank guarantee should be sent to Bihar Medical Services & Infrastructure Corporation Limited, Behind IGIMS, Sheikhpura, Patna-800014.'by Registered Post/Speed Post or by hand. It must reach the above said address on or before the closing date &time indicated in Clause 4 above, failing which the tenders will be treated as late tender and would be summarily rejected.
10. The Bidding documents shall be submitted in the mode as mentioned below:

(1)	Earnest Money Deposit (EMD)	Physical(Offline mode)
(2)	Technical Bid	Online(Cover-Technical Stage)
(3)	Financial Bid	Online(Cover-Cost Bid Stage)

11. The tender shall be accompanied with Earnest Money Deposit (EMD) of Rs 50,000/- (Fifty thousand only) in the form of bank guarantee (BG) issued by any Scheduled and nationalized Bank in favour of Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd payable at Patna (**Only offline mode**). The EMD in any other form shall not be acceptable.
12. All Tenders must be accompanied by EMD & Tender Fee as mentioned. No bidder is exempted from submission of EMD/Tender Fee, Tenders without EMD/ Tender Fee shall be summarily rejected.
13. Tender Processing Fee (TPF) amount for the sum of Rs. 590/- (Five hundred ninety rupees) to be paid by the bidder through online mode on eproc-2 portal (<https://eproc2.bihar.gov.in>).
14. A non-refundable tender fee (incl. GST) for amount of Rs. 11,800/- (Eleven Thousand Eight Hundred only)to be paid through only **Online mode (on eproc-2)**.
15. BMSICL reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.
16. For any further clarification, regarding the contents of the tender document, bidders can call on **9471006251** during office hours.
17. All further, notifications/amendments/Corrigendum/Addendum (if any), shall be posted on <https://eproc2.bihar.gov.in> No separate communication shall be made to individual bidders.

**Sd/-
GM(Admin)
BMSICL**

INSTRUCTIONS TO BIDDER (ITB)**1. General Instructions**

- 1.1. The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2. Instructions/Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.
 - 1.2.1. **Registration of Bidders:** To participate in E-Tendering the tenderer will have to be registered with E-Tendering service provider. For this, help desk – mjunction services limited RJ complex, 2nd Floor, Canara Bank Campus, khajpura, ashiana road, P.S- Shastri Nagar, Patna-800014, Toll Free No-18005726571, Email-ID: eproc2support@bihar.gov.in can be approached and also inform this to BMSICL. The prospective bidder is required to click on the link for e-Tendering site as given on the BMSICL web portal.1.2.2.
 - 1.2.2. **Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).
 - 1.2.3. The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the e-Procurement Portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - 1.2.4. **Submission of bids:** Bids are to be submitted through online mode to the e-Procurement Portal <https://eproc2.bihar.gov.in> at a time for following activities – one while uploading documents for submission of technical bid & the other at the time of submission of Financial bid on or before the prescribed date & time as mentioned in **Clause 4** in Notice Inviting Tender (NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
 - 1.2.5. Before preparing the tender and submitting the same to the BMSICL, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions in corporate in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 1.2.6. The tenders which are for only a portion of the components/items of the service shall not be accepted. (The tenders /bids should be for all components/items of the service.)
 - 1.2.7. The prices quoted shall be firm and inclusive of all the factors mentioned in this document, all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. This shall be quoted in the online mode as per format on e-proc only. Refer “**Annexure 2** for information regarding Financial Bid. GST is to be mentioned separately in the financial bid but it will not be considered while deciding the L1 rate. Hence L1 shall be decided based on the rate quoted exclusive of GST.
 - 1.2.8. The technical bid(technical and financial details of the bidder/agency) shall be submitted on or before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender as mentioned in **Clause 4, Notice Inviting Tender (NIT)**) shall not be considered, and would summarily be rejected. EMD must reach BMSICL in physical form on or before the time and date as mentioned in **Clause 4 of NIT**.

2. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

3. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be in English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

4. Amendments to Tender Documents

Amendments to Tender Documents: At any time prior to the deadline for submission of tenders, BMSICL may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it. Such an amendment will be notified on e-Procurement Portal <https://eproc2.bihar.gov.in> and/or the website of BMSICL and the same shall be binding to all prospective Bidders. Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above e- Procurement Portal <https://eproc2.bihar.gov.in> and/or BMSICL website www.bmsicl.gov.in. No separate communication shall be issued. BMSICL shall not be responsible in any manner if prospective Bidders miss any notifications.

5. Pre-Bid Meeting

5.1 In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of BMSICL as per details given in **clause 4** of the NIT

5.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next day. Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) shall upload written response on the e-Procurement Portal <https://eproc2.bihar.gov.in> into such requests for clarifications, without identifying its source. In case required, amendments, in terms of **Para 4** above shall be issued, which shall be binding on all prospective bidders.

6. Clarifications to Tender Documents

- 6.1. A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications on email ID: hr.bmsicl@gmail.com within 24 hours of the pre-bid meeting.
- 6.2. In the event of the above-mentioned day being declared as a holiday/closed day for Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the prospective bidders can submit written request for clarifications, by 18.00 hrs on the next working day.
- 6.3. All the prospective bidders will be notified of response to clarifications only through e-Procurement Portal <https://eproc2.bihar.gov.in> and/or the website of BMSICL. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and the BMSICL website. BMSICL will not issue separate communication to them.
- 6.4. BMSICL shall not be responsible in any manner if a prospective bidder fails to notice any notifications with regards to the present NIT placed on the e-Procurement Portal <https://eproc2.bihar.gov.in> or BMSICL website for any purposes.

7. Earnest Money Deposit (EMD) & Tender Fees

- 7.1 The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty Thousand Rupees only) in the form of bank guarantee (BG) issued by any Scheduled and nationalized Bank in favour of Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd payable at Patna (**Only offline mode**). Bank guarantee format is available in bid document. It has to be submitted in offline (Physical form) only, as per the terms and conditions mentioned in this document. Non-refundable tender fees (incl.GST) for amount of Rs. 11800/- (Eleven Thousand Eight Hundred only) is acceptable as only **Online mode (on eproc-2)**
- 7.2 It may be noted that no bidder is exempt from deposit of EMD and tender fee. Tenders submitted without EMD and tender fees shall be summarily rejected.
- 7.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 7.4 Earnest money is required to protect BMSICL against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 7.5 The EMD/Bid Security may be forfeited by BMSICL hereunder or otherwise, under the following conditions:
 - a) If a Bidder submits a non-responsive Bid.
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - c) If a Bidder withdraws its Bid during the period of bid validity as specified in this tender and as extended by the BMSICL from time to time;
 - d) In the case of Selected Bidder, if it fails within the specified time limit:
 - i. To sign the contract and/or
 - ii. To furnish the Performance Security (PS) before signing the contract agreement within the prescribed period.

8. Preparation of Tender

8.1 The Bidding documents shall be submitted in the mode as mentioned below: -

1. Earnest Money Deposit (EMD)	Physical (Offline Mode) <i>Note: Bank guarantee should not have been issued on a date later than the last date for submission of online bidding document</i>
2. Technical Bid	Online(Cover-Technical Stage)
3. Financial Bid	Online(Cover-Cost Bid Stage)

8.2 **Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.**

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

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

8.5 Prices are to be quoted in the financial Bid format in online mode only. Refer **Annexure 2** for information regarding Financial Bid. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats only. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.

8.6 The Earnest Money Deposit (EMD) shall be submitted in physical form (offline) separately as mentioned above.

8.7 The envelope containing **Earnest Money Deposit (EMD)** shall be marked in bold letters as “**EMD for Tender for empanelment of Agencies for supply of stationary**” which shall contain the Earnest Money Deposit (EMD) and tender fees furnished in accordance with above “**Para 7.**”

8.8 The required documents mentioned in **Annexure-1** of this Tender Document must be submitted through online mode one-Procurement Portal <https://eproc2.bihar.gov.in> as part of the technical bid to assess technical eligibility of the bidder

Technical Bid-Mandatory Submissions

- Technical Bid Submission Application in online mode only, refer “**Annexure-1**”
- Scanned copy of Bank Guarantee for EMD of applicable amount.
- Self attested copy of establishment of the entity under Companies Act 1956/ 2013/ Partnership Firm/ Proprietorship Firm. Address proof of registered office and Address proof of Patna office of the agency to be submitted or else a declaration that the Agency will establish an office in Patna within 30 days of signing the contract to be submitted.
- Income Tax Return for any three of last four consecutive assessment years 2020-21, 2021-22, 2022-23 & 2023-24.

- e) Pan Card & GST Registration Certificate.
 - f) Details of last three years Work Experience as on bid due date as stationary supplier to Govt. Departments/PSU (copy of experience certificates from clients alongwith Work Orders/Contracts for each year, Certificate should clearly mention nature of work and duration. Each contract should be for minimum one year duration.
 - g) An original affidavit on stamp paper sworn before First Class Magistrate/Notary (dated after publication of this tender), stating that the firm/agency has not been debarred/blacklisted by any Central Govt./any State Govt./PSU organization as per Annexure 4 of this tender document.
 - h) Average annual turnover of Rupees 10 Lacs in supply of stationary in any three of the last four consecutive financial years 2019-20, 2020-21, 2021-22 & 2022-23. Audited financial statements for relevant Financial Years and copy of turnover certificate issued by qualified Chartered Accountant where membership no., UDIN & date of certifying the turnover related to supply of stationary of respective Financial Years must be submitted.
 - i) Authorization Letter for signing of proposal in favour of signatory to tender documents as per Annexure 3 of this tender document.
- 8.9 The Financial part (Annexure-2) of the bid shall consist of only item wise Rate/Price which is to be filled as per the format of the financial bid (Annexure 2) of this bid document. All bidders are to quote for all the stationary items mentioned in the financial bid in the prescribed format in online mode only, failing which the bid shall be rejected.
- a) Bidders must quote the item wise rate for all items mentioned in the financial bid. If any bidder fails to quote for even one item the bid shall be treated as non responsive and the bid shall be summarily rejected. The item wise rate should be quoted as per the unit specified in the financial bid format. Item wise rate quoted other than the unit specified in the financial bid will be rejected.
 - b) Rates quoted must be inclusive of all taxes and cost of transport but excluding GST. GST shall be mentioned separately in the financial bid, but GST shall not be considered while deciding L1 of any item.
 - c) The item wise rates of stationary will be valid for the entire contract period.
 - d) All the items have to be supplied till the office of BMSICL for which no other charges will be paid by BMSICL. The items supplied should be as per the specification of the tender. TDS shall be deducted from bills, as per rates applicable.

9. Tender Submission

- 9.1 The Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) will open the tenders at the date and time as indicated in Clause 4 of the Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the tenders will be opened in online mode, on the next working day.
- 9.2 Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID) in Mandatory Documents Link present in the e-Procurement Portal <https://eproc2.bihar.gov.in> failing which the bid will not be considered for technical evaluation.
- 9.3 The technical evaluation shall be done only on the basis of documents/ papers submitted by the bidder one –Procurement Portal <https://eproc2.bihar.gov.in> .
- 9.4 The financial bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, who are technically qualified.
- No bidder can place more than one bid in any form for this NIT.
 - The Bidder cannot bid for a part of the tender document but has to give a single bid taking into consideration all the responsibilities (mentioned in this document) as single unit, subject to all the conditions as laid down in this tender document. Refer “Annexure2” for information regarding Financial Bid.

- 9.5 The date fixed for opening of financial bids, if subsequently declared as holiday by the

BMSICL, the revised date of schedule will be notified on the e-Procurement Portal <https://eproc2.bihar.gov.in>& BMSICL website. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

10. Validity of Bid:

- 10.1. Bid shall remain valid for 180 days after the date of bid opening.
- 10.2. Prior to expiry of bid validity, bidders may be asked to extend the bid validity for a further duration.
- 10.3. Bidders cannot withdraw their bid during the bid validity period or the extended bid validity period.
- 10.4. The BG for EMD shall remain valid for 45 days after the period of bid validity or the extended bid validity period.

EVALUATION OF TENDERS

- 1. Scrutiny of Tenders:** The tenders will be scrutinized by the tender committee of BMSICL to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible as per criteria laid down in the Section III of this tender document. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of BMSICL as to whether the bidder is eligible or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only technically qualified bidders will be considered and opened for evaluation.
- 2. Infirmary/Non-Conformity:** BMSICL may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of BMSICL as to whether the deviation is material or not, shall be final and binding on the bidders.
- 3. Discrepancies in Prices:** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 4. Bid Clarification**
 - 4.1 To facilitate evaluation of Proposals, the BMSICL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the BMSICL reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
 - 4.2 At any point in time during the bidding process, if required by BMSICL, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of BMSICL. If no response is received by this date, BMSICL shall evaluate the offer as per available information. The technical evaluation committee of BMSICL can verify the facts and figures quoted in the proposal. BMSICL reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.
- 5. Final Selection Process**
 - (a) The Contracting Authority will open 'Financial Bid' of only those Bidders, who are found technically eligible as per the criteria defined in Section III.
 - (b) The Financial Bid should be furnished clearly indicating the bid amount in the format given with tender document. In the event of any difference between figure and word, the amount indicating in words shall be taken into account.
 - (c) The Financial Bid should be inclusive of all applicable taxes and duties, but excluding GST. It is made clear that though GST is to be mentioned separately in the bid, but GST shall not be considered while deciding L1. Hence L1 shall be declared on the rate exclusive of GST quoted by the bidder.
 - (d) Financial bids of the shortlisted bidder(s), from technical evaluation will be opened, and the L1 rate for each stationary item will be declared. BMSICL shall accordingly empanel item wise L1 bidders, i.e. if different bidders emerge as L1 for different items then all such item wise L1 bidders will be empanelled and separate contracts shall be executed. If multiple bidders emerge as L1 for the same items then all such bidders shall be empanelled for that item while effort shall be made to procure the item equally amongst the multiple bidders. Further for any item(s) BMSICL reserves the right to empanel all such bidders who are ready to match the L1 rate. BMSICL shall enter in to separate contracts with all such empanelled bidders/agencies for all stationary items. BMSICL reserves the right to procure any stationary items from any of the bidders who have been empanelled for supply of such item, however preference shall be given to the L1 agency of such item. Further if the L1 agency of any item fails to supply within the time frame stipulated as per the purchase order, BMSICL shall be free to procure the same from any other empanelled agency at the same L1 rate so that the supply and inventory of the items is maintained without interruption.

- 5.1 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 5.2 BMSICL reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 5.3 BMSICL will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted.
- 5.4 The successful bidder must furnish to the BMSICL the required Performance Security (PS), before executing the contract/ signing of the contract document, positively, failing which the EMD will be forfeited and the award will be cancelled and bidder may be blacklisted reasonably. Relevant details about the performance security have been provided under **Section IV Clause 6**.
- 5.5 The contract agreement will be between Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) and the selected bidders and shall be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider/ bidder.

6. Fraud and Corrupt Practices

- 6.1 The Applicants 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 herein, the BMSICL may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 6.2 Without prejudice to the rights of BMSICL hereinabove, if an Applicant is found by the BMSICL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the BMSICL during a period of 5 (Five) years from the date such Applicant is found by the BMSICL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (e) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions 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 the BMSICL who is or has been associated in any manner, directly or indirectly, with the Selection Process).
 - (f) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - (g) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process.
 - (h) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the 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
 - (i) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

ELIGIBILITY CRITERIA

- 1) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows (no individual or consortium allowed):-

S.N.	Eligibility Criteria for Bidders	Mandatory Documents
(i)	Bidder should be an established agency under Companies Act, 1956/2013/ Partnership Firm/ Proprietorship Firm.	Copy of the certificate of incorporation issued by the Registrar of Companies (RoC) under Companies Act 1956/ 2013. For Partnership firm - Registration Certificate issued by registrar of firm under partnership act 1932 & Partnership deed. For Proprietorship firm- Certificate issued under shop & Establishment act.
(ii)	The Bidder should have experience of supplying stationary to Govt. Departments/ PSU in the last three years as on bid due date	Copy of experience certificate from clients, along with Work orders/Contract for each year, certificate should clearly mention nature of work and duration and each contract should be for minimum one year duration.
(iii)	The bidder should have minimum average annual turnover of Rs. Ten Lakhs in supply of stationary during in any three of the last four financial years FY 2019-20, 2020-21, 2021-22, 2022-23 as evidenced by the audited accounts of the agency	Audited financial statements for relevant Financial Years and copy of turnover certificate issued by qualified Chartered Accountant where membership no., UDIN & date of certifying the turnover related to supply of stationary of respective Financial Years must be mentioned.
(iv)	The bidder should have an established office in Patna, or else agree to establish an office in Patna, within 30 days of signing Of the contract, if selected	<ul style="list-style-type: none"> • Address proof of office in Patna, OR • Declaration that the bidder agrees to establish an office in Patna within 30 days of signing of the contract, if selected
(v)	The bidder must provide self-attested scanned copies for (i) PAN Card, (ii) Income tax returns of any three of the last four consecutive assessment years 2020-21, 2021-22, 2022-23, 2023-24. (iii) GST Registration Certificate.	Self-attested copies of: 1) PAN Card 2) Copy of Income Tax Return filed of any three of the last four consecutive assessment years. 3) GST Registration Certificate
(vi)	The bidder must not be Blacklisted/ banned/ debarred/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on the date of submission of the bid documents. Bidder shall declare all ongoing litigations.	Original affidavit on stamp paper sworn before First Class Magistrate/ Notary (dated after publication of this tender), stating that the firm/agency has not been debarred/blacklisted by any Central Govt./any State Govt./PSU organization as per Annexure 4 of this tender document

- 2) The Technical proposals of all bidders which meet the basic requirements (i.e. timely submission, submission of EMD/ tender fee etc.) and aforementioned eligibility criteria will move to the next stage of Financial Bid evaluation.

- 3) The financial bids of the shortlisted bidder(s), from technical evaluation will be opened, and the L1 rate for each stationary item will be declared. BMSICL shall accordingly empanel item wise L1 bidders, i.e., if different bidders emerge as L1 for different items then all such item wise L1 bidders will be empanelled and separate contracts shall be executed. If multiple bidders emerge as L1 for the same items then all such bidders shall be empanelled for that item while effort shall be made to procure such item in equal amount from the multiple bidders. Further for any item(s) BMSICL reserves the right to empanel all such bidders who are ready to match the L1 rate. BMSICL shall enter in to contracts with all such empanelled bidders/agencies for all stationary items. The Contract would be initially valid for two years from date of execution and it may be renewed at the same rates, terms & conditions further for a mutually agreed period as per requirement and discretion of BMSICL.
- 4) BMSICL reserves the right to procure any stationary items from any of the bidders who have been empanelled for supply of such item, however preference shall be given to the L1 agency of such item. Further if the L1 agency of any item fails to supply within the time frame stipulated as per the purchase order, BMSICL shall be free to procure the same from any other empanelled agency at the same L1 rate so that the supply and inventory of the items is maintained without interruption.
- 5) The rates quoted by the bidders shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rates offered by the bidder/agency shall be exclusive of Goods & Services Taxes (GST) (Central & State). The rates offered by agency/bidder shall be inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency except for GST as applicable. There will be no change in the price in respect to change in the cost of materials, labour/ transportation, duties and other levies on raw materials and components that may take place while the rate contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon.
- 6) BMSICL shall issue purchase orders (PO's) for supply of stationary items on as and when required basis. The supply is to be made as per the timelines mentioned in the PO's. In the event of failure to supply within the prescribed time for 03 (three) consecutive purchase orders, BMSICL may decide to abort the contract with forfeiture of the performance security (PS).
- 7) The bidder/agency shall start supply of the stationary items required by BMSICL at the destination mentioned in the purchase orders (POs) as per the schedule of delivery. It is the duty of the bidder/agency to supply stationary items at the destinations mentioned in the purchase order (PO) and shall confirm to the conditions mentioned in the provisions of the NIT, rate contract and directives from BMSICL.
- 8) BMSICL reserves the right to cancel the rate contract in whole or any part thereof and shall be entitled to revise the rate contract wholly or in part by a written notice to the selected agency/bidder, if the agency fails to comply with the terms of the order including specifications and other requirements or if the agency fails to provide the stationary items on time.
- 9) The stationary items provided by the successful bidder must be strictly in accordance with specifications stated, any alterations of those conditions shall not be made without consent of BMSICL in writing. Any unauthorized deviation from the quality of the goods as well as scope of works shall not be permitted.

TERMS AND CONDITIONS

1. Duration

- 1.1 The Contract will be awarded for a period of Two (2) years from the date of agreement and may be extended further based on the requirement of BMSICL and performance of the agency, any extension shall not be the right of the agency/service provider.
- 1.2 The Agency/Service Provider will be obliged to manage and under take the services in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract or under existing law when warrants the law.

2. Financials

- 2.1 The prices quoted in the financial bid shall include all applicable taxes and duties, but excluding Goods & Services Tax (GST).
- 2.2 The payment made to the agency will be subject to TDS as per Income Tax Rules/ GST (if applicable) and other statutory deductions as per applicable laws.
- 2.3 Terms of Payment:
 - 2.3.1 The payment will be made to the agency, against the invoices (As prescribed under GST Act) raised for the items supplied by the agency to BMSICL as per the contracted rate. The payment shall be made based on the L1 rates of the items supplied, GST shall be paid as applicable.
 - 2.3.2 The procedures and guidelines regarding documentation and evidences to be submitted with the invoices shall be issued separately and mentioned in the contract agreement after selection of the agency.
 - 2.3.3 The agency shall ensure supply is made within specified time as stipulated by BMSICL in the supply order failing which a penalty @ of 1/2% of the total supply order amount will be levied for each delayed day (subject to maximum of 10% of the rates of material supplied)

3. Signing of the contract

The contract document will be mainly based on the terms and conditions defined in this tender document; however, the exact specifics will be defined at the time of signing of the contract. The Agreement between BMSICL and the selected agency/ bidder should be executed within 21 days of the issue of the Letter of Intent. The selected agency/ bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

4. Sub Contracts

Sub-letting/ Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the service provider sublets or sub-contracts its liabilities/ responsibilities/ obligation to other. Penal action shall also be taken against the service provider.

5. Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of both the parties.

6. Performance Security

- 6.1. The successful bidder shall have to furnish a performance security in the shape of Bank Guarantee issued by a scheduled Bank in favour of Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) for an amount of **INR 1,00,000/- (INR One Lakh Rupees Only)**. The Bank Guarantee shall remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement.
- 6.2. If the Agency violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BMSICL and the contract may also be cancelled.
- 6.3. BMSICL will release the Performance Security without any interest to the Agency on successful completion of contractual obligations.

7. Termination of Contract

- 7.1. Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/ hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to debarring the bidder, blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) or Performance Security (as applicable).
- 7.2. BMSICL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Agency, terminate the contract in whole or in part, if the Agency fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract/ statutory obligations or taxation obligations, the performance security may be forfeited; agency may be debened, blacklisted and other suitable legal actions may also be taken against the service provider.
- 7.3. Apart from the above, if the agency after signing the agreement withdraws or intends not to proceed further or derogates from the tender condition, the performance security in that case also, may be forfeited and the agency may be blacklisted. The EMD in that case, may also be forfeited.
- 7.4. Unless otherwise instructed by BMSICL, the Agency shall continue to perform the contract to the extent not terminated.

8. Termination for Insolvency

If the Agency becomes bankrupt or otherwise insolvent, it will inform BMSICL with the 30 days' written notice to terminate the contract. BMSICL reserves the right to terminate, without any compensation, whatsoever, to the Service Provider, and BMSICL may forfeit the performance security.

9. Termination by Mutual Consent

In the event, BMSICL and the Agency mutually agree to terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both parties, agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

10. Resolution of disputes

- a. If dispute or difference of any kind shall arise between the Tender Inviting Authority and the agency, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultation, the matter will be heard by the Managing Director, BMSICL for amicable resolution.

- c. If the parties still fail to resolve their disputes or differences, the legal jurisdiction for further actions will be in the courts of Patna only.

11. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

12. Other Terms & Conditions

Not with standing to anything contained in this tender document, BMSICL reserves the right to amend or withdraw any of the terms and conditions of the Tender Document or to reject any or all tenders/bids or annul/cancel the tender process at any stage without giving any notice or assigning any reason.

FORMAT FOR TECHNICAL BID (Annexure-1)

This is just an indicative format of the technical bid, to be used for information purpose ONLY. Actual technical bid format is available on the e-proc2 portal <https://eproc2.bihar.gov.in> and has to be submitted online through the e-proc2 portal only.

S.N	Particulars	To be filled in by the bidder
1	Name of the Agency	
2	Date of establishment of the agency and type of agency (Company/Proprietorship/Partnership etc.)	
3	Detailed registered office address of the Agency with Office Telephone No., Fax No. & Mobile No. and name of the contact person. (Address proof of Registered office to be submitted and address proof of Patna office Or declaration to establish Patna office to be submitted)	
4	Whether the firm is registered under Shops & Establishment Act or Companies Act or Partnership Act. (Copies of all certificate of registration to be enclosed.)	
5	Name and designation of authorized person of the agency who will represent the agency and sign documents Authorization letter to be attached as per Annex3 of tender doc.)	
6	PAN Number (copy to be enclosed)	
7	GST Registration Number (copy to be enclosed)	
8	Attested copies of IT returns for any three of the last Four consecutive assessment years (2019-20, 2020-21, 2021-22, 2022-23) to be attached.	
9	Whether the Agency is blacklisted by any Government Department/PSU or any criminal/ vigilance case is registered against the firm, for non-blacklisting, original affidavit on stamp paper sworn before First Class Magistrate/ Notary, dated after publication of this tender, stating that the firm/agency has not been debarred/blacklisted by any Central Govt./any State Govt./PSU organization as per Annexure- 4 of this tender document to be submitted)	
10	Average Turnover of Rs. 10 Lakh in supply of stationary in any three of the last four consecutive financial years 2019-20, 2020-21, 2021-22, 2022-23(Audited financial statements for relevant Financial Years and copy of turnover certificate issued by qualified Chartered Accountant where membership no., UDIN & date of certifying the turnover related to supply of stationary of respective Financial Years must be mentioned, to be submitted).	
11	Experience of supplying stationary to Govt. entities in last 3 years as on bid due date (Mention the names of Govt. Departments/PSU with experience duration and attach Copy of experience certificate from clients, along with Work orders/Contract for each year, certificate should clearly mention nature of work and duration and each contract should be for minimum one year duration)	

FORMAT FOR FINANCIAL BID (Annexure-2)

This is just an indicative format of the financial bid, to be used for information purpose ONLY. Actual financial bid format is available on the e-proc2portal (<https://eproc2.bihar.gov.in>) and has to be submitted online through the e-proc2 portal only

SN	List of Stationary Items	Unit	Rate (Rs.) (In Figures)	Rate (Rs.) (in Words)	GST (Rs.) (In Figures)	Total (Rs.) (In Figures)	Total (Rs.) (in Words)
1	A4 Size Paper 75 GSM – Century	Per Pkt					
2	A4 Size Paper 75 GSM – JK	Per Pkt					
3	A4 Size Paper 80 GSM – Matrix	Per Pkt					
4	FS Size paper 75 GSM – Century	Per Pkt					
5	FS Size paper 75 GSM – JK	Per Pkt					
6	A3 Size Paper 75 GSM – JK	Per Pkt					
7	A3 Size Paper 75 GSM – Century	Per Pkt					
8	Photo Paper Glossy-A4 size	Per Pkt					
9	Display Stand - A4 size	Per Piece					
10	Envelope (10" x 4.5") - White- Taj Mahal	Pack of 100 Pcs					
11	Envelope - A4 Size - Plastic Coated	Pack of 100 Pcs					
12	Envelope A3 Size Cloth Mounted	Per Piece					
13	Envelope A4 Size Cloth Mounted	Per Piece					
14	Fly Leaf - Raj 777	Per Piece					
15	My Clear Bag Button Type Folder - Solo MC 112	Per Piece					
16	Jute Bag Plain (AS my Clear Bag)	Per Piece					
17	L - Shaped Folder A4 Size - Solo CH101	Per Piece					
18	Index File FS Size - Plastic Coated - Solo LA512	Per Piece					
19	Stick File (Plastic)	Per Piece					
20	File Cobra (Milan /Monaf)	Per Piece					
21	Secure Companion File with pen & pad-CC103 – Solo	Per Piece					
22	Report Cover (Strip File RC - 002) – Solo	Per Piece					
23	Thick file with Name & Logo of BMSICL (Coloured)	Per Piece					

24	Letter Head of BMSICL in A4 Bond page with address & other details printed in colour	Per Page					
25	Lever Arch File	Per Piece					
26	Name Card Holder File	Per Piece					
27	Display Book file (20 Pockets thick)	Per Piece					
28	File Guard (Board File)	Per Piece					
29	Peon Book	Per Piece					
30	Paper Flag - Corporate 3 Pads of 25mm X 75mm	Per Piece					
31	Write On Slip/Pad - Corporate (3x3)	Per Piece					
32	Spiral Pad Matrix/Luxor - 160 pages/ 21.6 X 14 cm	Per Piece					
33	Spiral Pad Matrix Premium 300 pages/21.6 x 14cm	Per Piece					
34	Matrix Premium Executive Year Book (page a day format)	Per Piece					
35	Writing Pad 33 no. (128x215mm)– Oddy	Per Piece					
36	Conference Pad - size 21 X 14.8 cm- Paper craft	Per Piece					
37	Short Hand Notebook (std. size) - Monaf/Priya	Per Piece					
38	2Q Fancy Deluxe General Register- Monaf/Priya	Per Piece					
39	4Q Fancy Deluxe General Register- Monaf/Priya	Per Piece					
40	4Q Fancy Stock Register- Monaf/Priya	Per Piece					
41	4Q Fancy Dispatch Register- Monaf/Priya	Per Piece					
42	4Q Fancy Letter Receiving Register- Monaf/Priya	Per Piece					
43	4Q Fancy Cash Book Double Column- Monaf/Priya	Per Piece					
44	4Q Fancy Ledger Book- Monaf/Priya	Per Piece					
45	C.L Register 0.5Q (Monaf/Priya)	Per Piece					
46	Attendance Register 2Q	Per Piece					
47	Vehicle Log Book (Milan)	Per Piece					
48	Thick Note Sheet Pad green 80 GSM (100 Sheets)	Per Piece					
49	Signature Pad - Monaf with 20 sheets	Per Piece					
50	Hi-Lighter (Text Liner) - Faber Castell/Luxor/Camlin	Per Piece					
51	OHP Marker- Luxor- 969 (All Colour)	Per Piece					
52	Agni Gel Pen 4G (All Colour)	Per Piece					

53	Reynolds Trimax Pen	Per Piece					
54	Pen Stand (4 pen set) - Good Quality	Per Piece					
55	Reynolds Pen 045 (All Colour)	Per Piece					
56	Pilot Pen Hi Tec Point 05 (All Color)	Per Piece					
57	Pilot Pen Hi Tec Point V5 (All Color)	Per Piece					
58	Pen- Parker Roller Std.	Per Piece					
59	Parker Beta Roller Pen (Golden TIP)	Per Piece					
60	Multi Pen Holder – DS – 101 – Solo	Per Piece					
61	Erazex Correction Pen (Oddy/Kores)	Per Piece					
62	Cello Tape Roll (2Inch) - 50 Mtr Wonder/Bopp	Per Piece					
63	Brown Tape (Roll-2") - 50Mtr. - Wonder/Bopp	Per Piece					
64	Paper Weight (Good Quality std. size)	Per Piece					
65	Short hand HB pencil – Apsara/Natraj	Per Piece					
66	Extra Dark Platinum Pencil (Apsara/Natraj)	Per Piece					
67	Eraser Apsara Jumbo	Per Piece					
68	Pencil Sharpener (Apsara/ Camlin)	Per Piece					
69	Steel Scale Big (Natraj) 12"	Per Piece					
70	Fevigum - lime gum 22.5 ml	Per Tube					
71	Fevicol Tube-22.5 gm	Per Tube					
72	FeviStik/Glue Stick oddy - 15gm	Per Piece					
73	Fevicol 500 Gram	Per Piece					
74	File Tag thick	Per Bunch					
75	Gems Clip Plastic- ODDY (pack of 50 pcs)	Per Pack					
76	Stamp Pad Faber - Castell 88X54 mm	Per Piece					
77	Calculator 12 Digit - Casio MJ 120 TW	Per Piece					
78	T Pin Push Pin- ODDY- TP50G	Per Packet					
79	Binder Clip 32 mm Solo/Oddy	Per Piece					
80	Binder Clip 19 mm – Solo/Oddy	Per Piece					
81	Binder Clip 41 mm – Solo/Oddy	Per Piece					

82	Binder Clip 51 mm – Solo/Oddy	Per Piece					
83	Deluxe Pencil Cup Stand No 1704-Omega	Per Piece					
84	Paper Cutter Snap off cutter Big No 1793 – Omega	Per Piece					
85	Wonder Paper Tray	Per Piece					
86	White Board (6X3)	Per Piece					
87	White Board Marker	Per Piece					
88	Stapler 10 No – Kangaroo	Per Piece					
89	Stapler HP 45 – Kangaroo	Per Piece					
90	Stapler Pin No 10 – Kangaroo (box of 1000N staples)	Per box					
91	Stapler Pin No 24/6 – Kangaroo (box of 1000 staples)	Per box					
92	Stapler Large HD 1217 Size- Kangaroo	Per Piece					
93	Stapler Pin No 23/17 (box of 1000 staples)	Per box					
94	Paper Punching Machine Single-Kangaroo FP20	Per Piece					
95	Paper Punching Machine Double-Kangaroo DP 520	Per Piece					
96	Punching Machine Double (Big)	Per Piece					
97	Scissor Kangaroo-KC202	Per Piece					
98	Kangaroo Pin Remover (SR 100)	Per Piece					
99	Pen Drive 64 GB-Kingston/Sandisk/Sony/hp	Per Piece					
100	Pen Drive 32 GB-Kingston/Sandisk/Sony/hp	Per Piece					
101	Pen Drive 16 GB-Kingston/Sandisk/Sony/hp	Per Piece					
102	Writing Desk Acrylic Table Top Elevator (Standard Size 21x15 Inches)	Per Piece					
103	Dustbin - Wonder Pedal 505	Per Piece					
104	Cloth Duster - approx 15"X20"- Cotton/Khadi	Per Piece					
105	Floor Duster- approx- 20"X20"- Cotton/Khadi	Per Piece					
106	Cloth Duster approx (36"X36") - Cotton/ Khadi	Per Piece					
107	Markeen Cloth (Good Quality) Red & White	Per Meter					
108	Napthalene Ball-Half Kg	Per Pkt					
109	Vim Bar (125 gram)	Per Piece					
110	Scotch Bright (7.5 cm X10 Cm)	Per Piece					

111	Wheel Surf (1 Kg Pkt.)	Per Kg.					
112	Lizol - 500 ML	Per Piece					
113	Colin - 500 ML	Per Piece					
114	Harpic - 500 ML	Per Piece					
115	Sanitary Cleaner Acid 5 Ltr - Good Quality	Per 5 litre bottle					
116	R1- Chemical Super Bathroom Cleaner-cum-Sanitiser fresh Room Care fragrance.	Per 5 litre bottle					
117	R3-Chemical Glass Cleaner Concentrate Liquid, Grade Standard: Bio-Tech Grade.	Per 5 litre bottle					
118	R4- Chemical Furniture Maintainer Chemical, Grade Standard: Reagent Grade.	Per 5 litre bottle					
119	R7-Chemical Floor Cleaner Concentrate, For Industrial,Commercial.	Per 5 litre bottle					
120	R9-Chemical Bathroom Tiles TAPS Floor Cleaner & SANITIZER	Per 5 litre bottle					
121	D-7 Chemical Stainless Steel Polish.	Per 5 litre bottle					
122	Extendable Glass Cleaning Wiper with Sponge Solid Handheld	Per Piece/Set					
123	Roots 24" Blue Aluminium Mop Refill	Per Piece					
124	Phenyle 5 Ltr – Centroma	Per 5 litre bottle					
125	HIT Mosquito/ Flies Killer-400 ML	Per Piece					
126	Odonil-75 gm	Per Piece					
127	Dettol Liquid Hand Wash-200 ML	Per Piece					
128	Good Night Advance Mosquito Machine	Per Piece					
129	Good Night Advance Mosquito Refill - 45ml	Per Piece					
130	Lock (Link) -60 No	Per Piece					
131	Pen Pentonic (All Colour)	Per Piece					
132	Plastic Mug (Good Quality)	Per Piece					
133	Bucket 15 litre (Good Quality)	Per Piece					
134	Gala floor Mop 403 T full set	Per Piece					
135	Gala Mop 403 T Refill	Per Piece					

136	Mop Dust Control 18"-Gala	Per Piece					
137	Wiper - Gala bathroom wips	Per Piece					
138	Square Bin with LID 65Ltrs(Nayasa)	Per Piece					
139	Dust Pan Gala	Per Piece					
140	Flower broom standard size	Per Piece					
141	Coconut Hard broom with stick (for Garden/Outdoor)	Per Piece					
142	Cobweb Remover Broom	Per Piece					
143	Plastic broom for bathroom	Per Piece					
144	Toilet cleaning brush	Per Piece					
145	Mineral Water (Bisleri) 250ml.	Per Bottle					
146	Mineral Water (Bisleri) 500ml.	Per Bottle					
147	Car Towel (Bombay Dyeing) (36"72")	Per Piece					
148	Towel- Big Size white/blue (Bombay Dyeing) (30"60")	Per Piece					
149	Towel- Small Size (Bombay Dyeing) 16"24"	Per Piece					
150	Office Glass- Treo/Vecto/Yera, 330ml, 6 Piece Set	6 Pcs Set					
151	Cup & Saucer Set Bone China-White with gold Design (Royal Bengal/ La Opala 6 Pcs Set	6 Pcs Set					
152	Bone China Quarter & Full Plate, Royal Bengal/ La Opala 6 Pcs Set	6 Pcs Set					
153	Tea Cup set Normal (without plate)	12 Pcs set					
154	Dinner Set La Opala	35 Pcs Set					
155	Steel Teaspoon (Best Quality)	6 Pcs Set					
156	Plastic Tray (Large/Medium)	Per Piece					
157	Steel Tray (Large/Medium)	Per Piece					
158	Tea Coaster	6 Pcs Set					
159	Green Tea Lipton (25 tea bags)	Per box					
160	Tata Tea (500 gms)	Per Packet					
161	Sugar Free Gold (30 gm) 300 pellets	Per box					
162	Nescafe (50 gm)	Per Bottle					
163	Davidoff Coffee- Espresso57 Intense	Per Bottle					
164	Chiya green Tea	Per Pack					

165	Disposable Coffee Cup (Hard Paper)	Per 100 Piece					
166	Tissue Paper (soft napkin)	Pkt of 100 pcs					
167	Cloth Napkin (cotton/khadi)	Per Piece					
168	Tissue Paper Roll	Per Pack					
169	Extension Cord (Peodot/Anchor) 4 Mtr. Wire (4 port)	Per Piece					
170	Flask 1ltr Eagle gold slic 1000	Per Piece					
171	Remote Electric Cordless Call Bell, (Cona)	Per Piece					
172	Jazz wireless digital Doorbell (Havells)	Per Piece					
173	Pencil Battery AAA Eveready/ Nippon	Per Piece					
174	Battery AA Eveready/ Nippon	Per Piece					
175	PVC Tape Anchor	Per Piece					
176	Electric wire/cable Anchor/Havells (2.5 sq. mm)	Per 90 m					
177	Electric wire/cable Anchor/Havells (4 sq. mm)	Per 90 m					
178	Tube light set Philips/Bajaj (Electronic choke & frame)	Per Piece					
179	Tube Light 60W/Philips	Per Piece					
180	LED bulb 12 W	Per Piece					
181	LED bulb 18 W	Per Piece					
182	Ambipur (car) refill 7ml	Per Piece					
183	Godrej room freshener 240ml	Per Piece					
184	Premium room freshener 125 gm	Per Piece					
185	Godrej Aer Pocket -10gm	Per Piece					
186	Godrej Aer Matic Device (Automatic Air Freshner)	Per Piece					
187	Rorito Maxtron	Per Piece					
188	Airwick Electrical Room Freshner Set	Per Piece					
189	Airwick Electrical Room Freshner Refill - 15 ml	Per Piece					
190	Spiral Binding Ring/Coil Plastic	Per kg					
191	Spiral Binding Sheet (pack of 20 sheets)	Per Pack					
192	Measurement Book Sched XLV Form no. 134 (100 pages)	Per book					
193	Ripple paper coffee cup brown	Per Piece					
194	Organic India Tulsi tea	Per Pack					

AUTHORIZATION LETTER FOR SIGNING OF APPLICATION/BID DOCUMENT

(On Non-judicial stamp paper attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (*name and address of the registered office of the bidder*) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (*name and address of residence*) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for **“Tender for empanelment of Agencies for supply of Stationary”** (the **“Project”**), including signing and submission of all documents and providing information / responses to Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of

For.....
(Name, Designation and address)

Accepted
..... (Signature)
(Name, title and address of the Attorney)
Date:

- Note:
- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
 - (ii) In case, an authorized director of the bidder/ agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA)

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/ Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-) and dated after publication of this tender notice

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not convicted by any court of law for any criminal or civil offences or corrupt or fraudulent practice.

Further, we declare that we or any of our promoter(s)/ directors are not blacklisted/ debarred/ declared ineligible by the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) or any other entity of Govt. of Bihar or any entity of any state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on the date of submission of the bid documents.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU/Statutory Authority/Tax Authority, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this.....Day of.....

Name of the Bidder /Agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:

Designation of the Authorized Person:.....

FORMAT OF BANK GUARANTEE OF EARNEST MONEY DEPOSIT

To,

WHEREAS _____ (Name and address of the Company) (Hereinafter called "the bidder") has undertaken, in pursuance of tender no _____ dated _____ (herein after called "the tender") to participate in the tender of The Bihar Medical Services and Infrastructure Corporation Limited, (2nd & 3rd Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Bihar, Patna- 800014) with (Description of goods and supplies)

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender;

AND WHEREAS we have agreed to give the bidder ----- (name and address) such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the tender conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the Tender Documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).

The Conditions of this are as follows: -

1). If after bid opening the bidder withdraws his bid during the period of bid Validity specified in the form of bid;

OR

2). If the bidder having notified to the acceptance of his bid by the employer during the period of bid validity;

a) Fails or refuses to execute the form of agreement in accordance with the instruments to bidders, if required or

b) Fails or refuses to furnish the performance security, in accordance with the instruction to bidders.

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Bihar Medical Services and Infrastructure Corporation Limited.

This Guarantee will remain in force up to ----- (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of -----(Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Bank Details of BMSICL:-

Account Holder Name:-Bihar Medical Services & Infrastructure Corporation Limited

Account No. - :- 0140104000111072

IFS Code of Bank : - IBKL0000140

Bank Name : - IDBI Bank, Main Branch, Patna

Branch Name : - Uma Complex, Frazer Road, Patna-1