



BID DOCUMENT FOR Rate Contract for the Supply, Erection, Commissioning of Racking Facility at Warehouse at various locations in Bihar.

Tender Reference No BMSIC/55015/03/2019

Dated 10.09.2019

COMMERCIAL BID

**Bihar Medical Services & Infrastructure Corporation Limited 4th floor
State Building Construction Corporation Limited. Hospital Road,
Shastri Nagar, Patna 800023**

Signature of the Bidder



Bihar Medical Services & Infrastructure Corporation Limited
4th floor State Building Construction Corporation Limited.
Hospital Road, Shastri Nagar, Patna 800023

BMSIC/55015/03/2019

10.09.2019

E- Tender is invited for “**Rate Contract for the Supply, Erection, Commissioning of Racking Facility at Warehouse at various locations in Bihar**”. For further details, please visit website www.eproc.bihar.gov.in and www.bmsicl.gov.in from 10.09.2019 to 01.10.2019. For any clarifications, General Manager (Logistics)/DGM(Logistics) can be contacted at email id : gminv-bmsicl-bih@nic.in or javedbmsicl@gmail.com or contact no : 7981185448.

Sd/-

General Manager(Logistics)

Signature of the Bidder

SALIENT FEATURES OF BID ENQUIRY

Tender Enquiry no.	BMSIC/55015/03/2019 dated 10.9.2019
Name of Work	Rate Contract for the Supply, Erection, Commissioning of Racking Facility at Warehouse at various locations in Bihar.
Date and time for downloading of bid document	10.09.2019 from 1000 Hrs. up to 1700 Hrs. on. 01.10.2019
Date of Pre- Bid Meeting	17.09.2019 at 1100 Hrs in Conference hall of BMSICL, 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar)
Last date and time of submission of online bids	03.10.2019 upto 1500 hours
Last date and time for submission of original documents of EMD, Tender Fee and Original Power of Attorney	10.10.2019 up to 1500 Hrs.
Date, Time and Place of opening of Bid	10.10.2019 at 1530 hours on the website of www.eproc.bihar.gov.in & www.bmsicl.gov.in in the office of BMSICL
Date and time of opening of Financial Bid/Price Bid	To be announced later on www.eproc.bihar.gov.in & www.bmsicl.gov.in
Validity of Bid and EMD	180 Days and Rs 72,000/-
Cost of the Bid Document	Rs. 11800/- inclusive of GST (Eleven Thousand and eight hundred only) Non-refundable. /-(Non-refundable)
Bid Processing Fee	Rs 1180/- (Non-refundable)

Signature of the Bidder

NOTICE INVITING TENDER

- 1 Bihar Medical Services & Infrastructure Corporation Limited (BMSICL) has been incorporated on 26th July 2010 under section 617 of Indian Company Act 1956 as per the Sankalp cum Memo no. 466(12) dated 19.05.2010 of Health Department, Government of Bihar. Bihar Medical Services & Infrastructure Corporation (BMSICL) has been established by Govt of Bihar with an objective to expedite creation of and streamlining of existing infrastructure and services in the healthcare sector. The Corporation is the sole procurement and distribution agency of drugs and equipment for all establishments under the Department of Health, Govt. of Bihar.
- 2 The Invitation for Bids is open to all eligible Indian bidders meeting the Pre-Qualification criteria as defined in clause no. 6.0 NIT. The prospective bidder shall be a proprietor/company / firm meeting the prescribed qualification criteria on its own.

Bids from Consortium/Associate are not accepted.

- (a) Government-owned enterprises may also participate if they are legally and financially autonomous, operate under commercial law.
 - (b).Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the owner.
3. In this Connection, E Tender is open to all eligible bidders meeting the Pre Qualification Criteria/Eligibility Criteria laid down in the bid documents. To participate in E-Tendering, the tenderer shall have to be registered with E-Tendering Service Provider. For this help desk first floor, M/22, Bank of India building, Road no.-25, Sri Krishna Nagar Patna-800020, Tele Phone no.-0612-2523006, Mobile No. - 7542028164 can be contacted.
- 4.0 Interested Bidders may obtain further information in respect of the bid on all working days during office hours (between (1100 hours and 1600 hours) with prior appointment.

General Manager (Logistics),
Bihar Medical Services & Infrastructure Corporation Limited,
4th floor State Building Construction Corporation Limited Hospital Road, Shastri Nagar,
Patna 800023 Phone/Fax: +91612 2283287,+ 91612 2283288

Signature of the Bidder

5.0 The complete set of Tender documents can be viewed and / or downloaded from the website.

6.0 Pre-Qualification Criteria

- i) The Average annual turnover of the bidder during the last three years, ending 31st March of the previous financial year, shall be at least Rs **10.71 Lakhs**.
- ii) Experience of **Similar Work during last seven years ending last day of the month previous** to the one in which tenders are invited should be either of the following:
 - a) One Completed Similar work of Value not less Rs **28.56 Lakhs**
Or
 - b) Two Completed Similar work each of Value not less Rs **17.85 Lakhs**
Or
 - c) Three Completed Similar works each of Value not less than **Rs 14.28 Lakhs**

Definition of **Similar Work** “Supply and Erection of Racking facilities in a **warehouse**” .

- iii) The bidder shall be solvent and shall submit **original solvency certificate** from any Nationalized Bank/ Commercial Bank including a foreign bank having a branch in India for a value of not less than **Rs 9.00 Lakhs**. The Solvency Certificate shall be dated not earlier than three months from the due date of submission of tender.
- iv) The net-worth of the bidder **shall be positive in** each of the three previous financial years as per the audited financial statements.

The offers of the bidders not meeting the pre-qualifying requirements and not producing supportive documents are likely to be rejected.

BMSICL reserves the right to verify the documents/ information submitted or inspect the bidders work sites shown as experience. The bidder shall provide necessary facilities for this purpose

7.0 Earnest Money Deposit

- (a) The tenderer is required to submit Earnest Money of **Rs 72000/-** (Rupees Seventy Two Thousand only) along with the Tender in the form of a crossed bank draft, in favour of Managing Director , BMSICL payable at Patna from any Nationalized Indian Bank/scheduled commercial bank including a foreign bank having a branch in India or by Bank Guarantee initially valid for a period of 9 months in favour of Managing Director , BMSICL payable at Patna from any Nationalized Indian Bank/scheduled commercial bank.

Signature of the Bidder

- (b) Any other form of payment like Cheque (i.e. other than banker's cheque in case of local parties), Money Order, Postal Order, Fixed Deposit, Cash Deposit Receipt etc. are not acceptable towards EMD. The EMD deposited will not carry any interest.

Bids without Earnest Money Deposit in Part I of the offer **shall be summarily rejected**. No interest will be payable by the Owner on the Earnest Money Deposit/Tender Guarantee.

8.0 a) **Cost of Bid Document**

Bidder shall have to pay the prescribed cost of bid document fee of **Rs 11800/-** (Rs 10000+Rs 1800(GST)) in the form of Demand Draft in favour of Managing Director, Bihar Medical Services and Infrastructure Limited, Payable at Patna. The Cost of bid document fee is payable only once for one tender irrespective of items contained therein. **Bid without Cost of Bid document in Part I of the offer shall be summarily rejected.**

b) **Processing of Bid fee**

The fee of Rs 1180/- for bid processing is to be deposited by the tenderer through net banking i.e. RTGS/NEFT/Debit Card.

9.0 **Pre Bid Conference**

Pre-bid conference will be held on **17.09.2019** at BMSICL, 4th floor, State Building Construction Corporation Limited, Hospital Road, Shastri Nagar Patna 800023 from **1100 hours** onwards where intending bidders may obtain necessary clarifications to their queries, if any, from BSICL. All such queries seeking clarification on the bid documents / intimation of bidder's participation in pre-bid meeting, shall be submitted through e-mail to gminv-bmsicl-bih@nic.in / javedbmsicl@gmail.com preferably two days prior to the date of pre-bid meeting addressing to General Manager (Logistics). The intending bidders shall forward the editable soft copy of the queries in MS-WORD or EXCEL format to BMSICL at javedbmsicl@gmail.com The intending bidders shall also parallelly forward the hard copies of the same queries clearly super scribing on the envelope as 'Pre-bid queries' so as to reach General Manager (Logistics), Bihar Medical Services & Infrastructure Corporation Limited 4th floor State Building Construction Corporation Limited Hospital Road, Shastri Nagar, Patna 800023, well within the last date set for receipt of pre-bid queries.

The prospective bidder or his authorized representative may attend the pre-bid meeting as indicated above. The purpose of the pre-bid meeting will be to clarify issues and to answer questions/queries on any matter related to the bid that may be raised till that stage by prospective bidders.

Pre-bid clarifications including any amendment/corrigenda/clarifications issued prior to submission of bids would be put up on the **www. eproc.bihar.gov.in** and

Signature of the Bidder

www.bmsicl.gov.in for the purpose of downloading by all the prospective bidders. All such clarifications shall form part of bid documents.

The prospective bidders have to check the website(s) for any amendment/corrigenda/clarifications periodically. All prospective bidders are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their bids accordingly. In case any queries remain unreplied, it shall be construed that in respect of those queries, the respective stipulations of the bidding documents shall continue to apply and/or no new stipulations are made with respect to those queries.

BMSICL will not be bound by any oral clarification or interpretations of the bid document which may be made by any of its employees, representatives or agents.

No extension of time for submission of bids will be granted on account of Bidder's request for interpretation/clarifications. Queries received after pre-bid conference may not be entertained.

10.0 **Time of Completion:**

The time of completion for one warehouse is **120 days from the date of issue of Letter of Award of Contract**. The completion time period is inclusive of monsoon period.

11.0 **Rate Contract:**

This tender is a rate Contract for a period of two years.

The rates of the items quoted by the successful bidder shall be firm and fixed for a period of two years from the date of issue of Rate Contract.

It is likely that more warehouses are planned in Bihar, hence the rate contract is proposed .

As far as Contract Performance Guarantee, separate bank guarantee(s) are to be submitted accordingly as and when the separate Purchase order/Letter of Award of Contract is released.

12.0 **GENERAL GUIDELINES FOR SUBMISSION OF E-TENDER**

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

Signature of the Bidder

- a) Registration of Tenderers: Any tenderer intending to take part in the process of eTendering will have to be enrolled & registered with the Government procurement system, through logging on to <https://eproc.bihar.gov.in>. The prospective Tenderer is required to click on the link for e-Tendering site as given on the web portal.
- b) Digital Signature certificate (DSC): The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e- Procurement websites before participating in the tendering process. The bidder may use their DSC if they already have the DSC. They can also take the DSC from any one of the authorized agencies. For user-id they have to get registered themselves on procurement website www.eproc.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the tender inviting authority for the Tenders published in e-Procurement platform.
- c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of viewing/downloading of Tender Documents.
- d) Submission of Tenders: Tenders are to be submitted through online to the website at a time, one in Techno Commercial Proposal & the other is Price Bid /Financial Bid before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- e) It shall be the responsibility of the bidder to ensure that scanned copies of the uploaded documents on the e- tender platform are legible. The bidders are advised to submit their bids well in advance so as to avoid last minute technical issues and consequent lapse of time, even though every care is taken to avoid such issues.

The date for on line submission of bid is up to **1500 hours on 03.10.2019**.

Part I of the bid which contains **originals** of the EMD , Bid document cost, Original Solvency Certificate and Original Power of Attorney shall be received in the office General Manager (Logistics) on or before 1500 hours on **10.10.2019**.

13.0 Opening of Tenders

Signature of the Bidder

Part – I of the E- tenders will be opened at BMSICL, Bihar Medical Services & Infrastructure Corporation Limited, 4th floor State Building Construction Corporation Limited, Hospital Road, Shastri Nagar, Patna 800023 **at 1530 Hrs on 10.10.2019** in the presence of bidders who may choose to be present. Representative of a bidder intending to witness opening of bids shall carry a **proper authorization letter in this regard.**

If the relevant original documents of Part-I such as (i) Earnest Money Deposit (EMD, in the form and manner specified in NIT/ITT), (ii) Cost of Bid document fee, Original Solvency Certificate and Original Power of Attorney, if any, are not received within the date and time for submission of bid by the tender receiving authority, **such bids shall be considered as unresponsive and summarily rejected.** BMSICL decision in this regard will be final. .

Part II (Price bid/Financial bid) of only those bidder(s) will be opened electronically whose Part I (Techno-Commercial Bid) is techno commercially accepted. The date and time of Price bid/Financial Bid shall be intimated at a suitable date to be notified later.

14.0 BMSICL reserves the right to accept or reject any or all the bid without assigning any reasons thereof. BMSICL also reserves the right to call for any other details and information from any of the tenderers.

14.0 The submission of any tender in accordance with the tender documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim, against the BMSICL for rejection of his tender. BMSICL shall always be at liberty to reject or accept any tender or tenders at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the BMSICL.

15.0 BMSICL does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by BMSICL.

16.0 The Bid Document are non-transferable & shall be used by the bidder who has downloaded the same.

Signature of the Bidder

- 17.0 The tenders shall remain valid for acceptance by BMSICL for a period of **180 days** from the date of opening of tender. If the tenderer alters or withdraws his offer within the validity period, his EMD will be forfeited and his tender will be rejected.
- 18.0 In exceptional circumstances, prior to expiry of the original time limit, the BMSICL may request the tenderer for extending the period of validity for a specified additional period. The request will be made in writing. A tenderer may refuse the request without forfeiting his bid security. A tenderer agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his offer and bid security suitably as per relevant provisions.
- 19.0 If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
- 20.0 Late/delayed tenders shall not be accepted under any circumstances after the due date and time of submission of tender.

For on and behalf of BMSICL

Managing Director

Signature of the Bidder

SECTION – II

INSTRUCTION TO BIDDERS (ITB)/INSTRUCTION TO TENDERERS(ITT)

A. General

1.0 SCOPE OF BID

- 1.1 BMSICL intends to receive Bids as described in the Bidding Document/Tender document. The bid is for a rate contract for a period of two years.
- 1.2 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by BMSICL for Corrupt/ Fraudulent/ Collusive/ Coercive practices, in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 Corrupt or Fraudulent Practices:

BMSICL requires that Bidders under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, BMSICL

(a) defines, for the purpose of these provisions, the terms set forth as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- and
- (ii) (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded

Signature of the Bidder

a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BMSICL by the bidder. It shall be the sole responsibility of the bidder to inform BMSICL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

3.0 **Site visit**

The Bidder is encouraged to visit the warehouse and examine and its surroundings and obtain all information that may be necessary for preparing the Bid. The costs of visiting the site shall be at the Bidders' own expense.

Bidders shall note that they shall have no claims against BMSICL at any time on counts of non-acquaintance with local conditions covered under these tender documents.

4.0 **One bid per bidder and no alternative proposals:**

Each Bidder shall submit only one offer in compliance with the requirements of the bidding documents. Submission of more than one bid for one tender will cause all the proposals with the bidder's participation to be disqualified.

5.0 **Cost of Bidding :**

The bidder shall bear all the costs associated with the preparation and submission of his bid through e tender mode and the BMSICL will, in no case, be responsible and liable for such costs.

BMSICL shall not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.

6.0 **Earnest Money Deposit :**

The bidder is required to submit Earnest Money Deposit as per clause 7 as specified in Notice Inviting Tender.

Forfeiture and Refund of Earnest Money Deposit (EMD / Bid Guarantee):

6.1 **The EMD will be forfeited if,**

6.1.1 The tenderer modifies or withdraws his offer after due date and time of submission of bids.

6.1.2 The tenderer resiles from his offer during the validity period.

6.1.3 The tender is revoked during its validity period by the tenderer.

Signature of the Bidder

- 6.1.4 The tenderer increases the prices unilaterally after the opening of tender and during the validity period of the tender.
- 6.1.5 The successful tenderer does not give acceptance of LAC within 7 days from the date of issue of Letter of Award of Contract.
- 6.1.6 The successful bidder does not submit Contract Performance Guarantee /Security Deposit in terms of Letter of Award of Contract.
- 6.1.7 The successful bidder does not enter into Contract Agreement within the time frame as specified in the Bid document/Letter of Award of Contract.
- 6.2 The EMD of those tenderers whose offers are unsuccessful after Price bid opening, EMD of such tenderers shall be returned within 30 (thirty) days after the Letter of Award of Contract is issued to the successful tenderer.

No interest will be payable by BMSICL on the Earnest Money Deposit /Tender Guarantee/Bid Security.

- 6.3 The EMD of the successful bidder to whom the Letter of Award of Contract is issued, their EMD will be returned submission of Contract performance Guarantee and Execution of Contract Agreement.
- 6.4 Any tender not accompanied by EMD, Cost of Bid document and Processing of bid fee in the offer in accordance with above said provisions shall be considered as non-responsive and rejected.

B. Bidding Document

7.0 Contents of Bidding Document

The Bid Document consists of two Volumes. Volume I contains Commercial Bid and Volume II contains Price bid.

Bid Document shall consist of:

Volume I	Section I	Notice Inviting tender
	Section II	Instructions to Bidders
	Section III	General Conditions of Contract
Volume II	Price Bid /Financial Bid	

The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Notice Inviting Tender (NIT) & Instructions to Bidders (ITB) (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding

Signature of the Bidder

Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8.0 Deleted

9.0 **Amendment of Bidding Documents:**

- 9.1 Before the deadline for submission of bids, BMSICL may modify the bidding document by giving addenda.
- 9.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded on the same website(s) wherein the original tender documents are uploaded as mentioned in these documents. Prospective bidders are required to visit the specified website(s) from time to time for addendum/corrigendum issued, if any.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the BMSICL may extend the deadline for submission of bids by issuing an amendment in accordance with above, in which case all rights and obligations of the BMSICL and the bidders previously subject to the original dead-line will then be subject to the new deadline.

C. Preparation of Bid

10 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by the Bidder and BMSICL shall be written in English language alone.

11.0 FORMAT AND SIGNING OF BID

- 11.1 The bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 11.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
 - i. The tender must contain the name, residence and place of business of the person or persons making the tender and must be signed by the tenderer with his usual signature and seal. The names of all persons signing shall also be typed or printed below the Signature.
 - ii. Tender by a partnership firm must contain full names of all partners and be signed with the partnership name, followed by the signatures(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

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- iii. Tenders by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to tender on behalf of such corporation / company in the matter.
- iv. A Tender by a person who affixes to his signature upon designation like 'President', 'Managing Director' 'Secretary', 'Agent' etc. without disclosing the name of the authorized signatory will be rejected.
- v. Satisfactory evidence of authority of the person signing on behalf of the Tenderer shall be furnished with the tender.
- vi. The Tenderer's name stated on the proposal shall be the exact legal name of the firm.
- vii. The person signing the tender shall initial all corrections or other changes in the tender documents.

12.0 DOCUMENTS COMPRISING THE BID

12.1 The Bid prepared by the Bidder shall comprise the following components in 2 Parts

Techno Commercial Bid as **Part I/ Envelope I**

It shall contain the following general information and Commercial proposals and to be uploaded in scanned format.

- a) Scanned Copy of Earnest Money Deposit (Bid security)
- b) Scanned Copy of Payment details towards cost of tender document and Bid Process fee
- c) The Bidder shall upload copy of **Solvency Certificate** for amount of specified in NIT issued by a Nationalized Bank or a Scheduled Bank including a foreign bank having a branch in India.
- d) Documentary Evidence along with certificates in reference Pre-Qualification Clause of Notice Inviting Tender as per Clause 6(i) to (iv) along with Certificates as per annexure.
- e) Time schedule in the form of BAR CHART / Network proposed by the Bidder for completion of the work within the time specified in Notice Inviting Tender (NIT).
- f) Letter of Undertaking as per Annexure II exactly as per the format.
- g) Audited Financial Statements including Profit and Loss statements for the last three financial years and Details of Turnover as per Annexure VI
- h) Copy of valid GST registration of the bidder/firm and PAN (self-attested)
- i) The bidder shall give an affidavit sworn before first class magistrate / Notary stating that the firm & its quoted product is not black listed (as on the date of submission of the tender)by Central Government / Central Government agencies/any state government or any of the state government agencies / as per Annexure-V

Signature of the Bidder

- j) Copy of Power of Attorney of the Bidder as per Annexure XI.
- k) The undertaking to the effect that the Bidder/authorized signatory has read and accepted all the terms and conditions of the tender document along with Addendum, if any as issued.
- n) Overwriting in the offer/ bid documents is not permitted; striking, if any, will be duly authenticated by signatures of the Bidder.
- o) Proforma of undertaking that no changes/alterations/modifications have been made in the Tender document that has been downloaded (Annexure-IV)
- p) Bank Details of the Party opting for refund of EMD through e-payment. (Annexure-III)
- q) Amendments/Corrigenda etc if any

Note: All the pages of the Bid must be signed/digitally signed by the "Authorized Signatory" of the Bidder.

Price Bid: Part II/Envelope II

Price shall be quoted in the provisions available in BMSICL only Any indication of 'Quoted price' in the online commercial bid i.e Part I documents shall lead to rejection of the bid summarily. For evaluation purpose the uploaded offer documents will be treated as authentic and final. **No hard copy shall be submitted for reference purpose.**

The Bidder shall note the following procedure carefully:

- i) The price shall be indicated **in Part II – Price Bid only.**
- ii) Bidder **shall not indicate their price offer** anywhere directly or indirectly in Part I.
- iii) The Bidders shall ensure that their tender is uploaded, before the expiry of the specified time limit.
- iv) No delay on account of any cause will be entertained for the late receipt of tender.
- v) No page shall be added or removed from the set of tender documents.
- vi) All amounts to be quoted in the Price bid shall be in figures and words in Indian rupees. In case of any discrepancy, the amounts in words shall prevail.

[D] SUBMISSION OF BIDS

13.0 Submission of the Bids:

The completed bid shall be uploaded in the electronic form by the date and time mentioned in Notice Inviting Tender (NIT). The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per the tender schedule alone will be accepted by the system.

Signature of the Bidder

The BMSICL may extend the deadline for submission of bids by issuing an amendment in accordance of bid documents, in which case all rights and obligations of BMSICL and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Any indication of 'Quoted price' in the online commercial bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.

The uploaded BMSICL Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the BMSICL's tender document and the one submitted/uploaded by the Bidder, the conditions mentioned in the BMSICL's uploaded document shall prevail.

14.0 Late Bids:

The Bidder shall ensure that their tender is received online before the deadline prescribed in Notice Inviting Tender.

Late/delayed tenders shall not be accepted under any circumstances after the due date and time of submission of tender.

15.0 Modification and Withdrawal of Bids:

No bid shall be withdrawn by the bidder after the deadline for submission of bids.

Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Notice Inviting Tender may result in the forfeiture of the Bid Security pursuant to Clause indicated above.

17.0 Clarification of Bids:

To assist in the examination and comparison of Bids, the BMSICL may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the BMSICL on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the BMSICL he should do so in writing.

Any effort by the Bidder to influence the BMSICLs bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

18.0 Examination of Bid and Responsiveness

18.1 The BMSICL's determination of a bid's responsiveness is based on the content of the bid only.

Prior to the detailed evaluation of Bids, the BMSICL will determine whether each Bid:-

Signature of the Bidder

- (a) Meets the "Pre Qualification Criteria" of the Bidding Documents
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security and Cost of bid document, if any,
- d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the BMSICL may require to determine responsiveness
- f) the bid is received within the stipulated date and time.
- g) It is Digitally signed
- h) It contains information in formats specified in the Tender Document
- i) It mentions the validity period as set out in the document.
- j) Provides the information in reasonable detail.

18.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose BMSICL defines the terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

18.3 A material deviation, reservation or omission is one that, a) If accepted would, i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents. ii) Limit, in any substantial way, inconsistent with the Tender Document, the BMSICL's rights or the tenderer's obligations under the proposed Contract. b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

18.4 The BMSICL shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

18.5 If a Bid is not substantially responsive, it may be rejected by the BMSICL and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission

19.0 **BMSICL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Signature of the Bidder

BMSICL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BMSICL's action.

20.0 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the BMSICL's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

21.0 CONTACTING BMSICL

From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the BMSICL on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

Any effort by the Bidder to influence the BMSICL in the BMSICL's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

22.0 CORRECTION OF ERRORS

22.1 Bids determined to be substantially responsive will be checked by the BMSICL for any arithmetic errors. Errors will be corrected by the BMSICL as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purpose

F Award of Contract

24.0 Price Bid Evaluation:

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The Price bid shall be evaluated based on L-1 price based on the price bid.

25.0 Acceptance of bid

25.1 The successful bidder shall be intimated about the acceptance of his tender through a Letter of Award of Contract. Prior to the expiry of 'Period of Bid Validity' BMSICL will notify the successful Bidder in writing, in the form of "Letter of Award of Contract(LAC)" / through fax/e-mail/ Speed Post that his Bid has been accepted.

25.2 Within 7 (seven) days from the date of issue of LAC, the successful bidder shall accept the conditions given in LAC shall sign an all pages as a token of unconditional acceptance of the same.

26.0 Contract Performance Guarantee (CPG)

26.1 The successful tenderer to whom the contract is awarded (i.e supplier) shall furnish a contract Performance Guarantee towards due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents, in either of the following forms within seven days from the date of issue of Letter of Award of Contract:

(a) A crossed bank Demand Draft for **10% of the total contract value** (as awarded), in favour of Managing Director, Bihar Medical Services and Infrastructure Limited, Payable at Patna from any **Nationalized Bank / Scheduled Commercial Bank** including a foreign bank having a branch in India.

OR

d) A Bank Guarantee for **10% of the total contract value** (as awarded), which shall be initially kept valid for 19 (Nineteen) months in favour of Managing Director, Bihar Medical Services and Infrastructure Limited. The BG shall be submitted from a **Nationalized Indian Bank only** in the BG format as enclosed as in bid document

26.2 Failure of the successful tenderer to comply with the above requirements of submission of Contract Performance Guarantee shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

26.3 No interest shall be payable by BMSICL on the Contract Performance Guarantee.

27.0 Manner of Execution of Contract

Subsequent to Acceptance of the Letter of Award of Contract by the successful bidder and Compliance of Contract Performance Guarantee in terms of clause 26.0 , the successful bidder shall enter into contract agreement within 10 days . The format of Contract agreement is enclosed in the bid document

Signature of the Bidder

28.0 Submission procedure of Bank Guarantee(s) towards CPG (Contract Performance Guarantee)/Any other BG pertaining to Contract

It is the responsibility of the Supplier to ensure that the Original Bank Guarantee(s) as applicable for the purpose of Contract Performance/ any other purpose specified in the contract, are submitted directly within stipulated time by their bankers to the Tendering Authority/Owner under Registered Post (A/D). The Supplier must submit a photocopy of the same bank guarantee along with his relevant contract / bid document as applicable, for linking. In exceptional cases where the Supplier submits the original BGs directly to BMSICL, Supplier has to ensure that a duplicate copy of the same is submitted directly within stipulated time by the issuing bank to BMSICL under Registered Post (A/D). In the event of discrepancy between the original bank guarantee with respect to the copy of BG as submitted by the supplier or the duplicate copy of BG as sent by the bank, and / or delays in submission of original /duplicate BGs, the tender/contract, shall be liable for rejection.

29.0 INSPECTION OF MANUFACTURING FACILITIES

- a) Inspections of the production and related facilities of bidders/ suppliers will be at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract.
- b) Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- e) Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification.

30.0 General

- The Bidders may be required to explain / justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuse to cooperate in this regard, such bidder will not be considered for participating in the retendering, if the contract is not finalized from the present bidding.
- Even if a Bidder is found to be meet all the eligibility criteria and other requirements, the bidder is liable to be disqualified, without prejudice to Employer's right to take legal actions as per applicable law, if it comes to knowledge that he has made untrue or false representations in the forms, statements, translations and enclosures submitted in proof of eligibility and qualification requirements and / or made any misrepresentation of facts in order to influence the tendering process and its outcome and the same is found to be true by the Employer upon verification or otherwise
- This is a rate contract for two years from the date of issue of Letter of Award of Contract.

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The prices quoted shall be firm and fixed for a period of two years from the date of award of Contract. As and when required during the pendency of the contract, Purchase order for the required quantity shall be issued and the successful bidder shall be bound to supply at the same rates , terms and conditions.

- 31.0 **The indicative (tentative) requirement of one warehouse is given below. Presently the warehouse for racking facility is to be carried out in Purnea in Bihar. The warehouses of BMSICL at various locations of Bihar are yet to be finalized**

Sl no	Description of Item	Unit	Qty
1	<p>Size of module is 2300(L) x 1000 x 6000 (height) including Main Module and Add on Module with 5 levels of storage.</p> <p>The price shall include all Supply, erection and Installation, Painting, taxes, levies, transportation, insurance, loading, unloading but excluding GST at various locations in Bihar.</p> <p>Five levels of storage with decking panel. 4 verticals are in 84 X 65 mm section. Cross Beam section in 100X 45 mm. Box Type. Entire Structure shall be in Powder coated.</p>		
a	Upright frames 12 bend HRC Roll formed section Size 84 X 65 X 1.8 mm thick	nos	80
b)	Row Connectors	Nos	240
c)	Galvanized Cross Bracings 1.6mm thick	Nos	1040
d)	Box Beam with clits size 100 X 45X 1.6 mm thick	Nos	690
e)	Base plates 3 mm thick	Nos	160
f)	Galvanized decking Panels Size 190 x 1000 x 1 mm thick	Nos	4140
g	Galvanized Horizontal Bracing 1.6 mm thick	Nos	160
g)	Row Guards	Nos	69
h)	Upright Guards	Nos	160
i)	Tube PC	Nos	160

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GENERAL CONDITIONS OF CONTRACT

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

- a) Purchaser/Owner/Employer / BMSICL means the organization purchasing goods and services.
- b) “eTender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- c) “Tenderer” means Bidder / the Individual or Firm submitting Bids / Quotation / Tender.
- d) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- e) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant, etc. which the supplier is required to supply to the purchaser under the contract.
- f) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g) “Earnest Money Deposit” EMD means Bid Security / monetary or financial guarantee to be furnished by a bidder.
- h) “Contract” means the written agreement entered into between the purchaser and/or consignees and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- i) “Rate Contract” means contracts for the supply of stores at specified rates ordered during the period covered by the contract. No fixed quantities are mentioned in the contract, and the Supplier is bound to execute any order from the BMSICL at the rates specified in the contract provided the supply order is placed within the rate contract period.
- j) “Supply Order” means an order on a Supplier to supply

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- k) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- l) "Consignee" means the Warehouse to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as the ultimate consignee.
- m) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- n) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- o) "Day" means calendar day.
- p) "Validation" is a process of testing the Goods as per the specifications including requirements for use in hospital is carried out in simulated field environment.

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

1.2 **Broad Scope of Contract**

The Broad Scope of Contract shall be as follows :

The scope will include Supplies, Erection, Painting and Commissioning of Racking Facility etc. for the satisfactory execution of the Contract except in so far as any of those are expressly excluded.

Completeness of the Racking facility and its painting shall be the responsibility of the Supplier. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being suppliers responsibility) shall be provided by supplier without any extra cost.

The Supplier shall follow the best modern practices notwithstanding any omission in the specifications. The true intent and meaning of these documents is that supplier shall in all

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respects, design, engineer, manufacture and supply the equipment in a thorough workmanship like manner and supply the same in stipulated time

The Supplier shall furnish two copies of built up drawings after the completion of erection facilities.

2.0 STANDARDS

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

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

3.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

3.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required.

4. (a) PATENT RIGHTS

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

4.0 (b) INDEMNIFICATION

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The Supplier shall indemnify and hold harmless BMSICL from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract.

5. Price Basis

The price quoted by the bidder shall be inclusive of all material cost, Supply, Erection, Installation including transport, insurance, loading and unloading of goods, taxes, law, statute, regulations, levies and other charges hiring charges, clearing of debris, statutory payments etc but excluding GST. The rates quoted by the supplier in the contract shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

6.0 INSPECTION AND TESTS

- 6.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. The supply will be accepted only after inspections are carried out by the Purchaser as per prescribed schedule and material passing the test successfully.
- 6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.
- 6.4 If any equipment or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfill the requirements of the contract, BMSICL shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is

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defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

- 6.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any “taking Over Certificate” contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee shall be equivalent to “Taking Over Certificate”, issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to “Taking Over Certificate”.
- 6.6 Material shall be inspected by third party inspection team also. It shall be inspected by DGS&D or SGS or Rites or Crown agent all charges of inspection shall be borne by the supplier, satisfactory report of the material is mandatory for payment of bill.
- 6.7 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.

7.0 PACKING

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.

7.3 Packing Instruction:

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The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Purchaser
- (ii) Contract No.
- (iii) Supplier Name
- (iv) Packing list reference Number

8. DELIVERY AND DOCUMENTS

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

- (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser **as Bihar Medical Services and Infrastructure Corporation Limited** enter correct name of Purchaser for excise purposes and delivery through to final destination as indicated in the Contract;
- (iii) Three copies of the packing list identifying contents of each package;
- (iv) One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
- (v) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency if any
- (vi) Other procurement-specific documents required for delivery/payment purposes.

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) if not received, the Supplier will be responsible for any consequent expenses.

Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the 'Consignee Receipt Certificate', to be issued in accordance with GCC Clause 6 above.

8.3 All Supply of the Goods shall be provided by the Supplier at no extra cost.

9.0 SPECIAL INSTRUCTIONS

- a) The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.

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- b) The materials used shall be as per IS specification and of good quality.
- c) Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- d) The Contractor shall have to co-operate with the agencies executing other works in the same area.
- g) While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.
- h) During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
- i) Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

10. INCIDENTAL SERVICES

10.1 The supplier may be required to provide any or all of the following service:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.
- (d) Furnish detailed operations and maintenance manual for each appropriate unit of supplied goods.

11. INSPECTION AND TESTING

Purchaser shall have the right of access to the Supplier's works at all reasonable time to inspect and measure the progress of execution of the Order. The Supplier should make available all tools, instruments, apparatus, equipment, facilities, services and materials to enable the Purchaser's nominee to carryout such inspection/tests without obligations. Notwithstanding such tests/inspection conducted at the Supplier's works from time to time, goods under the Order shall not be dispatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorized in writing, wherever inspection during various stages of execution of the order and prior to despatch are specifically provided for in the order, sufficient advance notice shall be given to the purchaser for the purpose, and as a consequence of such inspection, if necessary, the

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Supplier shall arrange re-work at his own cost. Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the Order.

The supplier shall warrant that the goods to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

12. INSURANCE

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

13. TRANSPORTATION

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined in Consignee list, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14. Defect Liability Period

14.1 The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. The defect liability period of the work shall be 12 months from the date of completion of the work and this date will start from successful completion and handing over. If any damage or defect occurs in the work during this period then the supplier shall rectify the damage or defect at his own expense to the satisfaction of the BMSICL. If the Supplier fails to do so, then the BMSICL shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the supplier.

14.2 Even if Inspection and/or tests are fully carried out by Purchaser/Owner or their representatives, the supplier is not absolved to any degree of his responsibility to ensure

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that all equipment fabricated comply strictly with the requirements as per specifications given in the order, and the Purchaser/Owner shall be free to point out any defect till the defect liability period is over

15. PAYMENT TERMS

15.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the Contract.

15.2 Payments shall be made promptly by the Purchaser, but in no case not later than sixty (60) days after submission of an invoice or claim by the Supplier.

15.3 (i) A certificate stating that the tendered item (stores) are meant for the use of BMSICL Warehouses (A Govt. of Bihar Undertaking) shall be provided by the purchaser on the request of the bidder as and when asked for.

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

15.4 Payment shall be made in Indian Rupees as follows:

- (a) No advance payment is **payable**.
- (b) **90 %** payment shall be released against supply, erection, painting and commissioning of racking facilities and after necessary statutory deductions if, any subject to satisfactory inspection report from third party.
- (c) The **balance 10 %** payment shall be released after handing over the site for operation of facilities, clearing the debris, waste materials from the warehouse after necessary statutory deductions.

Third party inspection report shall also be submitted to BMSICL.

Third party inspection should be done for the material supplied by Dgs&d or SGS or Rites or Crown agent. All the charges for the third party inspection will be paid by the Supplier.

16. PRICES

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

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

(ii) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

17.0 CHANGES ORDERS

17.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following: (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser; (b) the method of transportation or packing; (c) the place of delivery; or (d) the services to be provided by the supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

18. SUBCONTRACT

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

19.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

19.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

19.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its

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cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 04 weeks) subject to furnishing of additional performance security by the supplier @10% of the total value of the Purchase Order.

- 19.4 If supplier fails to perform its contractual obligations, pursuant to GCC Clause 19.3 above, the purchaser may consider debarring the firm for the period of 15 years for participation in future invitation of bids. The period of debar, as stated above, shall be at the sole discretion of the Purchaser.

20. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

- 20.1 Time is an important factor of Contract. It shall be the responsibility of the supplier to complete the work within the stipulated period of completion as defined in Notice Inviting tender.

- 20.2 In case the Supplier fails to complete the work successfully within the period of completion for reasons **solely attributable to the Supplier**, the Supplier shall be liable to pay to the OWNER, as Liquidated Damages a sum at the rate of $\frac{1}{2}$ % (half percent) of the contract value of the work (**Awarded for Supply Portion**) for every week or part thereof for which shall be elapsed between the scheduled time of completion of work and the actual date of completion of work.

- 20.3 PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 10 % (Ten) percent of the total contract value, as awarded.

- 20.4 BMSICL may, without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Supplier under the Contract or from any other contract between the Supplier and the OWNER. The deductions of such damages shall not relieve the Supplier of its obligation to complete the works and demonstrate the performance or any of his other obligations and liabilities under the contract.

- 20.5 In addition to the above, the OWNER shall be free to cancel the contract or a portion thereof and get the same executed through any other agency or agencies at the risk and cost of the Supplier (i.e. the successful bidder to whom the contract is awarded). In the event of such action is taken, the Supplier shall be liable to pay for any loss that the OWNER may sustain but he will not be entitled to any gain made by the OWNER on the account of such default of the Supplier. The manner and method of taking such action shall be at the entire discretion of the OWNER whose decision in the matter shall be final and binding. This

Signature of the Bidder

right shall be without breach/prejudice to the other rights of the OWNER to recover damages for any other breaches of contract by the Supplier

21.0 FORCE MAJEURE

21.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

21.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

22.0 Termination for Employer's Convenience

22. TERMINATION FOR DEFAULT

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part (a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to GCC Clause 19; (b) if the supplier fails to perform any other obligation(s) under the Contract; and (c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser. (d) If the Supplier, in the judgment of the Purchaser, has

Signature of the Bidder

engaged in corrupt and fraudulent practices in competing for executing the Contract.

22.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC Clause 22.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

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

23.0 TERMINATION OF CONTRACT

a) Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

24.0 TERMINATION FOR CONVENIENCE

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

Signature of the Bidder

25.0 SETTLEMENT OF DISPUTES

25.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

25.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

25.2.2 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Health Department, Govt. of Bihar.
- (b) Where the value of the contract is Rs.1 crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by Health Department, Govt. of Bihar.
- (c) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the

Signature of the Bidder

Presiding Arbitrator shall be appointed by the Health Department, Govt. of Bihar.

- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (c) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Principal Secretary, Health, Govt of Bihar both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Health Department, Govt. of Bihar making such an appointment shall be furnished to each of the parties.
- (e) The venue of Arbitration shall be the place from where the contract is issued i.e. Patna, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be in English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (g) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.

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

25.4 The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law in Patna, Bihar, India.

26. LIMITATION OF LIABILITY

26.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 4:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or

Signature of the Bidder

replacing defective equipment.

27.0 GOVERNING LANGUAGE

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

28.0 APPLICABLE LAW

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

29.0 NOTICES

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.

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

30.0 Taxes and Duties

30.1 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, insurance, transport etc., incurred until delivery of the items

Signature of the Bidder

**Annexure I-
General**

INSTRUCTION:

1. Strike out whichever is not applicable and fill in all the blanks.
2. All additions and alterations in the form should be initialed by the Bidder without which it will not be regarded as authentic.
3. Wherever found necessary, information may be furnished on separate sheets which should be signed at the end of each page.
4. Each page to be signed.
5. Details of Bidder:

- i) Type of Bidder :
- () Individual
- () Proprietary concern
- () Partnership firm
- Any other, Pl specify

(ii)	Name of Bidder	
(iii)	Other details of Bidder	
(iv)	Name of the Partner in case of partnership firm	
(v)	Name of the Authorized Signatory	
(vi)	Designation	
(vii)	Address of its registered office	
	Address for communication	
	Telephone No	Office
		Residence
		Fax
		email
Viii	AADHAR No	
Ix	GST NO	
X	PAN	
Xi	EMAIL ID	

Note:

- *Self-Certified copies of original Documents defining the constitution or legal status, place of registered office and principal place of business of the company or firm or partnership constituting the Bid shall be uploaded in Envelope-I*

Signature of the Bidder

Annexure II
Letter of Undertaking
(This should be submitted on a letter head)

BMSIC/55015/03/2019

10.09.2019

To
Managing Director
BMSICL,
Shastri Nagar
Patna 800023

Sir,

1. I/We desire and hereby make an offer for Rate Contract for the Supply, Erection, Commissioning of Racking Facility at Warehouse at various locations in Bihar on terms and conditions of tender specified in the Notice Inviting Tender BMSIC/55015/03/2019 dated 10.09.2019 prescribed by BMSICL which shall be deemed to form part of the offer, as if the same were specifically incorporated herein:
2. Having examined the bidding documents, including addenda, the receipt of which is hereby acknowledged, I/We*, the undersigned, offer the above-named tender in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the bid documents. I/We* hereby submit our Bid as per terms of Bid document no BMSIC/55015/03/2019 dated 10.09.2019
3. I/We* further undertake, if invited to do so by you, and at my/our own cost, to attend a Pre Bid Meeting/Clarification meeting at a place of your choice, for the purpose of reviewing my/our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.
4. We undertake to keep my/our Bid valid initially upto(date/month/year) i.e., for a period of 180 (One Hundred Eighty) days from the due date of opening of Bid. We hereby further undertake that I/We* shall not vary/alter or revoke my/our Bid during the said period or extended period, if any.
5. I/We* hereby confirm that before submission of this bid, I/We* have fully acquainted with local conditions and factors for supply of the goods covered under these bid documents and

Signature of the Bidder

that we shall have no claims against BMSICL on these counts at any time”.

6. I/ We* further undertake that I/We* have not altered / modified the contents of the Bid documents down loaded from website.
7. I/We also submit herewith the prescribed Earnest Money Deposit (EMD of Rs 72000/- BMSICL shall have the right to forfeit the EMD in case of alteration/modification/ revoking of bid during the bid validity . I/ We also agree the rates, prices shall be valid for a period of two years from the finalization of tender in case I/ we are successful bidder.
8. I/We agree to submit the Contract Performance Guarantee in terms of bid stipulations/LAC in case the Contract is awarded.
9. A Notice or letter of communication addressed to me/us at the address given in Annexure I, by registered post, will be deemed as valid and proper notice of intimation to me/us.
- 10 I/We declare that I/We read and understood the ‘tender enquiry no BMSIC/55015/03/2019 dated 10.09.2019 prescribed and do hereby undertake to execute them when called upon to do so, and abide by the decision of the BMSICL.
11. I/We declare that the information stated herein above is absolutely true and any error or otherwise will be sufficient justification for the BMSICL to revoke at any time acceptance of my/our offer

Signature

Date:

Place:

(Bidder's full name)

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

Annexure III

**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E
PAYMENT SYSTEM FROM BMSICL**

Name of the party	
Bank Account No	
Account Type (Savings/ Current/ Overdraft)	
Bank name	
Branch Name	
IFSC Code Number (11 Digit)	
Centre (Location)	
Fax No	
e-mail ID if any	
Mobile No	
Any other information	

Signature

Date:

Place:

(Bidder's full name)

Note:

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

ANNEXURE IV

**PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN
THE TENDER DOCUMENT DOWNLOADED/ PRE BID CLARIFICATIONS
ADDEMDUM/CORRIGENDUM.**

To be given on Letter Head

To

The Managing Director,
BMSICL,
Patna,
800023

Sub: Rate Contract for the Supply, Erection, Commissioning of Racking Facility at Warehouse
at various locations in Bihar.

Sir,

We _____

_____ do hereby confirm that no
changes have been made in the tender document downloaded and submitted by us for the
tender No BMSIC/55015/03/2019 dated 10.09.2019, Pre Bid Clarifications, Addendum no
if, any,, Corrigendum no, if any,.....

Yours faithfully,

Signature :

Name & Designation :

Note:

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

ANNEXURE V

**PROFORMA OF UNDERTAKING ON BLACKLISTING TO BE GIVEN BY THE
BIDDER ON THEIR LETTER HEAD**

To be given on Letter Head

To

The Managing Director,
BMSICL,
Patna,
800023

Sir,

I hereby declare that I/We are not blacklisted by any Government / PSU/Govt body. Further I also declare that I/we do not have any litigations with any Government/PSU/ Govt body.

Yours faithfully,

Signature :

Name & Designation :

Note:

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

ANNEXURE VI

Details of Turnover

Sl no	Financial Year	Turn over
1	2016-2017	
2	2017-2018	
3	2018-2019	

Yours faithfully,

Signature :

Name & Designation :

Note:

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

Annexure VII

DETAILS OF PREQUALIFICATION CRITERIA as per Clause 6.2 of NIT

Sl no	Full postal address including telephone nos. Fax nos. of the client	Purchase Order no and date and its details	Value of Purchase Order	Contract no/ Purchase order	Scheduled date of completion as per Contract	Date of actual completion	Remarks
1							
2							
3							
4							
5							

Note: The above shall be supported by the copies of the relevant certificates like copies of work orders/Purchase order, agreements, and completion reports with satisfactory performance certificate as per requirement documents should have all details such as detailed scope of work from the clients for each PO/Work order.

Signature of the Tenderer with date and seal

##: In addition to the above, Employer reserves the right to seek the Tenderer on the submission of further details/information as necessary during evaluation of tenders

Note:

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

Annexure VIII

DETAILS OF EXISTING ORDERS IN HAND RELEVANT TO THE TENDER

Sl no	Full postal address including telephone nos. Fax nos. of the client	Purchase Order no and date and its details	Value of Contract	Contract no/ Purchase order no with date (not earlier than 7 years as per pre Qualification Clause	Scheduled date of completion as per Contract	Percentage of work completed	Remarks
1							
2							
3							
4							
5							

Signature of the Tenderer with date and seal

##: In addition to the above, Employer reserves the right to seek the Tenderer on the submission of further details/information as necessary during evaluation of tenders

Note:

** The Bidder should upload this in **Envelope-I***

Signature of the Bidder

ANNEXURE IX
PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(On Non-judicial stamp paper of value not less than Rs. 100/-)

_____ Bank Ltd.

B.G. No. _____

A/c of (Name of address) - _____ Limit of liability - Rs./_____ Date of expiry - _____

Ref: Tender Notice No. _____ dt. _____

For (Name of work) _____

Subject: Earnest Money Deposit

Dear Sirs

In consideration of the BMSICL, (hereinafter called "the Company") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ from demand under the terms & conditions of Tender No. _____ issued by the Company for the works (hereinafter called "the said Document") from deposit of Earnest Money for the due fulfillment by the M/s(name of the Bidder) of the terms and conditions contained in the said Document on production of Bank Guarantee for _____ (Rupees _____ only).

1. I/We the _____ Bank. Ltd. (hereinafter referred to as "the said Bank"), a company under the companies Act. 1956 and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs./_____ (Rupees _____ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reason of any breach or breaches by M/s(name of the Bidder) of any of the terms and conditions contained in the said Document and unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.
2. We _____ Bank Ltd. do hereby undertake to pay the amount due and payable under the guarantee without any demur, reservation, protest and notwithstanding any dispute between the Company and the Bidder merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by M/s(name of the Bidder) of any of the terms or conditions contained in the said Document by reason of the M/s(name of the Bidder)'s failure to perform conditions of the said Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. /.
3. We _____ Bank Ltd. further agree that the Company shall be the sole judge of and as to whether the M/s.....(name of the Bidder) has committed any breach or breaches of any of the terms and conditions of the said Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may

Signature of the Bidder

be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by M/s(name of the Bidder) in respect of the said Document and the decision of the Company that M/s.....(name of the Bidder) has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We _____ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Document and that it shall continue to be enforceable till all your dues under or by virtue of the said Document have been fully paid and its claims satisfied or discharged or till you certify that terms and conditions of the said document have been fully and properly carried out by the said M/s..... and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee.
5. We _____ Bank Ltd. further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Document or to extend time asked by M/s..... from time to time or to postpone for any time or from time to time any of the powers exercisable by you against M/s and to forbear or enforce any of the terms and conditions relating to the said document and we shall not be relieved from our liability by reason of any such variation or extension being granted to M/s..... or for any forbearance act or omission on your part or any indulgence by you to M/s..... or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for the Company to proceed against M/s..... before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained from M/s..... at this time when proceedings are taken against Bank hereunder be outstanding or unrealized.
7. We _____ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Company merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the Company or of M/s..... or the said Bank shall not discharge our liability hereunder.
9. Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs (Rupees)

(i) This bank Guarantee shall remain valid upto

(ii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before

Witness _____ Dated.....day of20

For _____ Bank Ltd.

Signature _____ Seal

While issuing the Bank Guarantee for Earnest Money, the issuing Bank must furnish following details :

- Name & address of the Bank - Contact person - Telephone no. - Fax no. - E-mail address:

Signature of the Bidder

The Bidder while getting the Bank Guarantees issued by the Banker must take care of the above details.

Annexure X

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(on non – judicial stamp paper of value of appropriate value not less than 100/-)

The non-judicial stamp paper should be in the name of issuing bank which shall be a Nationalized Bank

Ref. Bank Guarantee No.

To

Bihar Medical Services & Infrastructure Corporation Limited,
4th Floor,
Bihar State Building Construction Co. Ltd,
Hospital Road, Shastri Nagar, Patna (Bihar)

Dear Sirs,

In consideration of the BMSICL, (herein after referred to as the 'Owner/Employer' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered/Head office at _____ (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's Letter of Award of Contract no.for valued at Rs. _____(Rupees _____ only) and the same having been unequivocally accepted by the 'BMSICL' resulting in a "Contract" and 'Supplier' having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to 10 %(ten percent)* of the said value of the contract to the owner i.e. Rs(Rupeesonly)*.

We _____ having (Name and Address) its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the 'BMSICL' to the extent of Rs(Rupees.....only)* as aforesaid at any time upto _____ (days/month/year) without any demur, reservation, recourse or protest and/or without any reference to the 'BMSICL'. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and 'BMSICL' or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the 'BMSICL'. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of

Signature of the Bidder

any powers, vested in them or of any right which they might have against the 'BMSICL', and to exercise the same any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Owner and the 'BMSICL' or any other course of action or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the 'BMSICL' and notwithstanding any security or other guarantee that the owner may have in relation the 'BMSICL's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force upto and including _____** and shall be extended from time to time for such period, as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20__ at _____.

WITNESS ----- Signature ----- Signature ----- (Bank's Rubber Stamp) (Name) ----- (Name) ----- Official address

Designation with Bank stamp -----
Attorney as per power of Attorney

No. ----- Dated -----

NOTE : * This sum shall be ten percent (10%) of the contract fee ** The date will be as specified in the contract.

Signature of the Bidder

Annexure -XI

FORMAT OF POWER OF ATTORNEY

(This should be on a non judicial stamp paper of appropriate value-)

Know all men by these presents, I/we, (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to for including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019

For

.....(Signature, name, designation and address)

Witnesses:

Self Certified

Accepted

.....

(Signature, name, designation and address of the Attorney)

(Name and Signature of the Authorised Signatory)

The copy of the POWER OF ATTORNEY shall be uploaded in Envelope-I

The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

Signature of the Bidder

ANNEXURE - XII

FORM OF EXTENSION OF BANK GUARANTEE (On non-judicial stamp paper of value not less than Rs 100/-)

Ref. No. _____

Date : _____

To,

Bihar Medical Services & Infrastructure Corporation Limited
,4th floor State Building Construction Corporation Limited,
Hospital Road, Shastri Nagar, Patna 800023

Sub: Extension of Bank Guarantee No. _____ dated _____ for Rs. _____ favouring yourselves, expiring on _____ on account of M/s. _____ in respect of Contract #. _____ dated _____ (called original Bank Guarantee).

Dear Sirs,

At the request of M/s. _____, we _____ Bank Branch Office at _____ and having its head office at _____ do hereby extend our liability under the above mentioned Guarantee No. _____ dated _____ for a further period of _____ years/ Months from _____ to expire on _____.

Except as provided above, all other terms and conditions of the original Bank Guarantee No. _____ dated _____ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For _____
Manager/Agent/Accountant Power of Attorney
No. _____ Dated: _____

SEAL OF BANK NOTE:

The non-judicial stamp papers of appropriate value be purchased in the name of the bank who has issued Bank Guarantee.

Signature of the Bidder

ANNEXURE XIII

FORM OF AGREEMENT

(Subject to modifications by Owner)

(To be executed on non-judicial stamp paper of appropriate value)

THIS AGREEMENT made and entered into this.....day ofTwo Thousand and _____ only between BMSICL having its registered office at hereinafter referred to as the “OWNER” (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assign) of the ONE PART. AND M/s..... having its registered office/principal place of business at..... in the state of hereinafter referred to as the “Supplier ” (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) the OTHER PART. WHEREAS, the OWNER invited tender for the work of ”, vide Tender Enquiry No. AND WHEREAS, the Supplier submitted tender to the OWNER for execution of the work of “ _____ ” in accordance with the tender documents. AND WHEREAS, the OWNER has accepted the tender submitted by supplier for the work of

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to
2. The following documents issued for the work shall be deemed to form and be read and construed as part of this agreement viz.
 - a) Notice Inviting Tender.
 - b) Instructions to Tenderers.
 - c) General Conditions of Contract.
 - d) All Correspondence after issue of tender enquiry till issue of Letter of Award of Contract and acceptance of Letter of Award of Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4.. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Signature

Signature

Signature of the Bidder

Witness

Witness

Annexure XIV
FORMAT OF GENERAL GUARANTEE FOR WARRANTY
(To be submitted on Firms Letterhead)

Warranty Certificate

Date:

We the Undersignedhereby guarantee satisfactory operation of supplied by us to you against your purchase order No.....for a period of..... calendar months from the date of commissioning and shall be responsible for failure of the equipment to conform to the standard of performance, proficiency, production and / or out-turn stipulated or implicit in the order and for any defects that may develop under proper use arising from the use of faulty materials, design or workmanship in the supply made and shall remedy such defects at our cost.

(Signature with Name and Designation)

Date :

Company Seal

Signature of the Bidder