

**BIDDING DOCUMENTS  
FOR  
Supply of Plastic Pallets, Pallet Trolley, & Stackers for  
BMSICL Warehouses in Bihar**

**Bid Reference: BMSICL/2013-14 / WH-003**

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

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

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**INVITATION FOR BIDS  
FOR  
Supply of Plastic Pallets, Pallet Trolley, & Stackers**

BID REFERENCE : BMSICL/2013-14/WH-003

DATE OF COMMENCEMENT OF  
SALE OF BIDDING DOCUMENT : 02.05.13

LAST DATE FOR SALE OF  
BIDDING DOCUMENT : 27.05.13

PRE-BID MEETING : 17.05.13 at 1.30pm

LAST DATE AND TIME FOR  
RECEIPT OF BIDS : 27.05.13 Up to 3:00 pm

TIME AND DATE OF OPENING : 27.05.13 Up to 3:30 pm

OF BIDS

PLACE OF OPENING OF BIDS : Bihar Medical Services & Infrastructure Corporation  
Limited, 5<sup>th</sup> Floor, Bisomaun Bhawan, Gandhi Maidan,  
Patna 800001. Bihar

ADDRESS FOR COMMUNICATION : Bihar Medical Services & Infrastructure Corporation  
Limited, 5<sup>th</sup> Floor, Bisomaun Bhawan, Gandhi Maidan,  
Patna 800001. Bihar

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**INVITATION FOR BIDS  
(IFB)**

**INVITATION FOR BIDS  
FOR  
Supply of Plastic Pallets, Pallet Trolley, & Stackers at Fatuha, Kasba(Purnia), &  
Muzaffarpur, BMSICL Warehouses**

**Managing Director,  
Bihar Medical Services & Infrastructure Corporation Limited  
5<sup>th</sup> Floor, Biscomaun Bhawan, Gandhi Maidan,  
Patna-800001 (Bihar)**

Bid Reference No.: BMSICL/2013-14/WH-003

Date: 02.05.13

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) invites sealed bids from manufacturers or their authorized dealer / distributor / sole selling agent (having authorization in the format (Form-6) given in the bidding document) for Supply of Plastic Pallets, Pallet Trolley, & Stackers at Fatuha, Kasba (Purnia) & Muzaffarpur, BMSICL warehouses are listed below:

<b>Serial No.</b>	<b>Brief Description of Goods</b>	<b>Qty./No.</b>	<b>Delivery Schedule</b>	<b>Earnest Money Deposit (EMD) in Indian Rupees</b>
<b>1</b>	<b>Plastic Pallet</b>	<b>7840</b>	<b>45 Days</b>	<b>600000</b>
<b>2</b>	<b>Pallet Trolley</b>	<b>12</b>	<b>45 Days</b>	
<b>3</b>	<b>Stacker</b>	<b>06</b>	<b>45 Days</b>	

2. Interested bidders may obtain further information from and inspect the bidding documents at the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5<sup>th</sup> Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001, Bihar
3. The Bidding Document may be purchased from the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5<sup>th</sup> Floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001, Bihar (Name and address of Purchaser), from 02.05.13 to 27/05/2013 during office hours, from 10:00 hrs to 17:00 hrs on all working days either in person or by post.

4. A complete set of bidding documents may be purchased by interested bidders upon submission of a written application to the address given in para 2 and upon payment of a non refundable fee of Rs. 2,000/- in the form of a cash or Demand Draft or banker's Cheque in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited. The tender document can also be downloaded from the website: [www.bmsicl.gov.in](http://www.bmsicl.gov.in) Such bidders are required to submit non-refundable tender document cost in the form of Demand draft in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and Payable at Patna.
5. The bidding documents requested by mail will be dispatched by registered post / speed post / courier service on payment of an extra amount of Rs. 500/-. The Purchaser will not be responsible for postal delay, if any, in the delivery of the bidding documents or of the non-receipt of the same
6. Bidders are requested to quote all of the items listed in the schedule of requirements and the evaluation of bids will be conducted on complete – item basis. The bidder must quote for the full quantity of schedule otherwise bid will be rejected. Partial bidding is not allowed.
7. The bids must be submitted/delivered at the address given in para 2 on or before 3.00 pm. on 27/05/2013. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
8. Bids will be opened in the presence of bidder's authorized representative who chooses to attend at Bihar Medical Services & Infrastructure Corporation Ltd., 5<sup>th</sup> Floor Biscomaun Bhawan on 27/05/2013 at 3.30pm.
9. The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.
10. In the event of the date specified for the bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
11. Conditional Bids will be rejected.

**(Managing Director)**  
**Bihar Medical Services and Infrastructure Corporation Ltd**

**INSTRUCTION TO BIDDERS (ITB)**

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## **INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

#### **1. SCOPE OF BID**

The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) invites sealed bids from manufacturers or their authorized dealer / distributor / sole selling agent (having authorization in the format (Form-6) given in the bidding document) for Supply of Plastic Pallets, Pallet Trolley, & Stackers at Fatuha, Kasba (Purnia) & Muzaffarpur, BMSICL warehouses.

#### **2. FRAUD AND CORRUPTION**

2.1 It is required that the Purchasers as well as Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of Contracts. In pursuance of this policy, the Purchaser:

- a) defines, for the purposes of this provision, the terms set forth below 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) “fraudulent practice” means a misrepresentation of facts and / or concealment of fact in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- b) will declare a firm ineligible and debar the firm, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. In such cases, appropriate legal action as per court of law shall be initiated for which the concerned bidder shall be solely responsible.

2.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 19.4 and 22.1 d. of the General Conditions of Contract.

#### **3. ELIGIBLE BIDDERS**

3.1 The eligible bidder should be registered with appropriate authorities in India to manufacture / supply the tendered item, against Technical Specifications given in the bid document and should have successfully executed orders of similar nature in past. In case of imported goods, the Indian agent / bidder should be duly authorized by the manufacturer of Goods in the format given in the bidding document.

3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1 (b) and GCC Sub-Clause 19.4 shall be ineligible to bid for a contract during the period of time determined by the Purchaser

3.3 Pursuant to ITB Sub-Clause 11, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

**4. ONE BID PER BIDDER**

A firm shall submit only one bid. A firm that submits more than one bid will cause all the proposals with the firm's participation to be disqualified.

**5. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**B. THE BIDDING DOCUMENTS**

**6. CONTENTS OF BIDDING DOCUMENTS**

6.1 The goods required to be supplied; bidding procedures and contract terms and conditions are Prescribed in the Bidding Documents. The Bidding Document includes the following:

Section I Instructions to Bidders (ITB)

Section II General Conditions of Contract (GCC)

Section III Special Conditions of Contract (SCC)

Section IV Schedule of Requirements (SOR)

Section V Technical Specifications

Section VI Sample Forms

6.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 6.1 above, said Bidding Documents will take precedence.

6.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

**7. CLARIFICATION OF BID DOCUMENTS**

7.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX/e-mail at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

7.2 Any clarification issued by the Purchaser in response to query raised by prospective

bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

## **8. AMENDMENT OF BIDDING DOCUMENTS**

- 8.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 8.2 The amendments shall be notified in writing on our website and these amendments will be binding on them.
- 8.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **C. PREPARATION OF BIDS**

### **9. LANGUAGE OF BID**

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. However, the purchaser as well as bidder may correspond in Hindi language also.

### **10. DOCUMENTS CONSTITUTING THE BID**

The bid prepared by the bidder shall comprise the following components:

- a) Bid Form and a Price Schedule completed in accordance with ITB Clauses 11 and 12;
- b) documentary evidence established in accordance with ITB Clause 13 and 14 that the Bidder is eligible and qualified to perform the contract if its bid is accepted
- c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents; and
- d) Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 16.
- e) Tender Document fee in the form of Demand Draft in favour of Managing Director, Bihar Medical services and Infrastructure Corporation Ltd. Payable at Patna or Money receipt of Tender Document cost if purchased by hand.

### **11. BID FORM**

The bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bidding Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VI.

### **12. BID PRICES**

- 12.1 The bidder shall give the total composite price Exclusive of all taxes . The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VI. Prices of any other incidental services should also be quoted. The offer shall be quoted in Indian Rupees. No Foreign exchange will be made available by the purchaser.

- 12.2 Break-up of the prices indicated in the Price Schedule shall be entered.

- 12.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 12.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of Goods offered.
- 12.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.
- 12.6 The price approved by the Purchaser for procurement will be FOR destination which will be inclusive of all charges like packing, forwarding, freight and insurance except local & service tax.

### **13. DOCUMENTS REQUIRED TO BE SUBMITTED**

13.1 The bidder shall furnish, as part of the bid documents, the following documents or whichever is applicable as per terms and conditions of Bidding Documents.

- i) Certificate of incorporation / registration.
  - ii) Article or Memorandum of Association or partnership deed as the case may be.
  - iii) Registration certificate from State Director of Industries
  - iv) Registration certificate from central excise and trade/sales tax department.
  - v) Approval from Reserve Bank of India in case of foreign collaboration.
  - vi) In case of bidder, other than manufacturer, the manufacturer’s authorization certificate in the format given in the bidding document.
  - vii) Non-conviction certificate / an affidavit duly notarized.
  - viii) The eligible bidder should be registered with appropriate authorities in India to manufacture /supply the tendered item, against Technical Specifications given in the bid document.
  - ix) The Bidder should be manufacturers or their authorized dealer / distributor /sole selling agent only are eligible to quote.
  - x) Bidder should be profit making organization for last three financial years (i.e 2009-10,2010-11 and 2011-12).
  - xi) Valid Bank Solvency certificate of minimum Rs. 60.00 Lac.
  - xii) The Firm should have certificate like ISO 9001-2008, ISO 14001-2004, OHSAS 18001-2007 to demonstrate and ensure quality standards & Environmental friendly procedure.
  - xiii) Sales Tax Clearance certificate up to 31.12.2012.
  - xiv) Firm Should P.F. and ESI Registration.
  - xv) Joint Venture not allowed.
- 13.2
- i) Average Annual Turn over of Last three financial (i.e. 2009-10,2010-11 and 2011-12) should be not less than Rs. 400.00 Lacs. (The turnover certificate should be certified by Chartered Accountant Only.)
  - ii) The bidder shall furnish documentary evidence about technical and production

capability necessary to perform the contract.

13.3 In order to enable the Purchaser to assess the proven ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

13.4 The offered product may be required to be type approved / demonstrated at the Purchaser's office or any other as a part of technical evaluation of bids. For this purpose, the supplier shall submit a sample for type evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case, it is not possible to get / accord type approval, the bidder has to make necessary arrangements for inspection at the place where the equipment is installed and functioning or at the manufacturer's premises.

#### **14. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION**

14.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of its bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted.

14.2 The documentary evidence of the Bidder's qualifications to perform the Contract shall establish to the Purchaser's satisfaction that:

- a) The bidder should be a manufacturer / Authorised Dealer who must have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' up to at least 50% of the quantity required in last 3 years and should be in satisfactory operation for 6 months as on date of bid opening.
- b) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
  - i) The manufacturer furnishes authorization .in the prescribed format given at Section VI, assuring full guarantee and warranty obligations as per GCC Clause 14 for the equipment offered; and
- c) The bidder should furnish the information on past supplies and satisfactory performance for both 14.2 (a) and (b) above, in the proforma given under Section VI, Form No. 7.
- d) Bidders shall invariably furnish documentary evidence in support of the satisfactory operation of the equipment (issued from the end user) as specified above.
- e) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- f) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- g) The bidder should furnish profit and loss statement, balance sheets and auditor's report for the past three years, banker's certificates, etc. in support of its financial standing.

14.3 If an agent submits bid in behalf of more than one manufacturer unless each such bid is accompanied by a separate bid form for each bid and bid securities, when required for each bid and authorization from the respective Manufacturer, all such bids will be rejected as

non responsive.

## **15. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS**

15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

15.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- a) a detailed description of the essential technical and performance characteristics of the goods ;
- b) a list giving full particulars, including available sources and spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the goods by the Purchaser; and
- c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

15.3 For purposes of the commentary to be furnished pursuant to ITB Clause 15.2 (c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **16. EARNEST MONEY DEPOSIT (EMD)**

16.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of his bid, a Earnest Money Deposit (EMD) for an amount of mentioned in Section IV – Schedule of Requirements in the form of Demand Draft / Bank Guarantee.

16.2 The Earnest Money Deposit (EMD) is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of Earnest Money Deposit (EMD. The Earnest Money Deposit (EMD) shall be in the form of a Bank Draft / Bank Guarantee drawn in favour of Managing Director, Bihar Medical Services & Infrastructure Corporation Limited, Payable at Patna, issued by a scheduled bank

- i) The Earnest Money Deposit (EMD) as prescribed in ITB Clause 16.1 of Section I of the bid document shall be submitted along with the bids in a separate cover. This cover should be superscribed as **“EARNEST MONEY DEPOSIT (EMD) FOR TENDER No BMSICL/2013-14/WH- 003 issued on 02/05/2013.**

ii) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed under clause 2 (i) above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**

16.3 A bid not secured in accordance with para 17.1, and 17.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

- 16.4 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to ITB Clause 17.
- 16.5 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.
- 16.6 The Earnest Money Deposit (EMD) may be forfeited:
- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
  - b) In the case of successful bidder, if the bidder fails :
    - i) to sign the contract in accordance with ITB Clause 28 or
    - ii) to furnish performance security in accordance with ITB Clause 29.

## 17. PERIOD OF VALIDITY OF BIDS

- 17.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to ITB Clause 23.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 17.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Earnest Money Deposit (EMD) provided under ITB Clause 16 shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

## 18. FORMAT AND SIGNING OF BID

- 18.1 (i) The bidder shall prepare single stage two part bids, i.e. (a) Technical bid (un-priced) in duplicate and (b) Price Bid in duplicate clearly marking them as 'ORIGINAL' and 'COPY' and in addition shall enclose Earnest Money Deposit (EMD) in a single separate envelope. In the event of any discrepancy between the copy bid, the original shall govern.
- (ii) The copy of quality manual and Article or Memorandum of Association may be provided in the original bid only.
- 18.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 18.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

## **D. SUBMISSION OF BIDS**

### **19. SEALING AND MARKING OF BIDS**

19.1 The bidder shall seal the original and copy bids in separate envelopes duly marking the envelopes, separately as

#### **Cover 'A'**

- i) Technical Bid (original)
- ii) Technical Bid (copy)
- iii) Earnest Money Deposit (EMD)

#### **Cover 'B'**

- i) Price Bid (original)
- ii) Price Bid (Copy)

All the envelopes mentioned above should be enclosed in another sealed outer envelope duly marked by the personal seal of the bidder.

19.2 (a) The envelopes shall be addressed to the purchaser at the following address:

Bihar Medical Services And Infrastructure Corporation Limited  
5<sup>th</sup> Floor Biscomaun Bhawan, Gandhi Maidan, Patna- 800001. Bihar.

(b) The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

(c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.

(d) Bids may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 19.2 (a) above). The responsibility for ensuring that the bids are delivered in time would vest with the bidder.

(e) Bids delivered in person on the day of bid opening shall be delivered up to 27/05/2013 by 3.00 pm to Bihar Medical Services & Infrastructure Corporation Ltd., 5<sup>th</sup> Floor, Biscomaun Bhavan, Gandhi Maidan, Patna. The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of bid opening: Bids will be opened at BMSICL, Patna, 27.05.13 at 3.30pm on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office.

If both the envelopes are not sealed and marked as required at ITB Clause 19.1 and 19.2 the bid shall be rejected .

### **20. DEADLINE FOR SUBMISSION OF BIDS**

20.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under ITB Clause 19.2.



20.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

## **21. LATE BIDS**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 20, shall be rejected and returned unopened to the bidder.

## **22. MODIFICATION AND WITHDRAWAL OF BIDS**

22.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.

22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of ITB Clause 19. A withdrawal notice may also be sent by FAX/ e-mail but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

22.3 Bids requested to be withdrawn in accordance with ITB Clause 22.1 above, shall be returned unopened to the Bidders.

22.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to ITB Clause 16.7.

## **E. BID OPENING AND EVALUATION**

### **23. OPENING OF BIDS BY PURCHASER**

23.1 The purchaser shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Section VI).

23.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

23.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the bidder pursuant to ITB clause 21.

- 23.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be opened at a later date. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
- 23.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

#### **24. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. Unless the purchaser asks for change in price due to clarifications sought, the bidder is not permitted to alter the price furnished in Price Bid "**Cover B**". The change in price shall be submitted in a separately sealed covers with marking in the cover "**Supplemental Price Bid**" before opening of the "**Original Price Bid**"

#### **25. PRELIMINARY EVALUATION**

- 25.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from representatives, without proper Authorization from the manufacturer as per Section VI, shall be treated as non-responsive.
- 25.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 25.3 Prior to the detailed evaluation pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC clause 5) , Warranty (GCC clause 14), Force Majeure (GCC clause 21), Applicable Law (GCC clause 28) and Taxes and duties (GCC clause 30) along with deviation in Technical Specifications will be deemed as material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 25.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 25.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

#### **26. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 26.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to ITB Clause 25.

- 26.2 The purchasers evaluation of bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of goods offered from India, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and excise duty on finished goods if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB clause 26.3 and in the Technical Specifications:
- (a) (i) Cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
  - (ii) Free guarantee maintenance period of 3 years.
  - (b) Delivery schedule offered in the bid;
  - (c) Deviations in payment schedule from that specified in the Special Conditions of Contract will be rejected.
  - (d) The availability in India of spare parts and after sales services for the equipment offered in the bid.

## **27. CONTACTING THE PURCHASER**

- 27.1 Subject to ITB Clause 24, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 27.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **F. AWARD OF CONTRACT**

### **28. POST-QUALIFICATION**

- 28.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 14 & 15.
- 28.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 14 & 15, and the information submitted by the Bidder in the 'Proforma For Performance Statement' for the period of last 3 years given in Section VI as well as other information the Purchaser deems necessary and appropriate.
- 28.3 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **29. AWARD CRITERIA**

Subject to ITB Clause 31, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid and whose goods have been type approved/validated by the purchaser.

### **30. PURCHASER'S RIGHT TO VARY QUANTITIES**

The Purchaser reserves the right at the time of Contract award or within the stipulated last date of delivery, to increase or decrease, by 25%, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **31. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

### **32. ISSUE OF NOTIFICATION OF AWARD**

- 32.1 The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 32.2 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.
- 32.3 The bidder shall within 10 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with Section VI provided with the bid document.

### **33. SIGNING OF CONTRACT**

- 33.1 The issue of Notification of Award shall constitute the award of contract on the bidder.
- 33.2 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.3 Within seven (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

### **34. PERFORMANCE SECURITY**

- 34.1 Within seven (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser.
- 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 and ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD), in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

**SECTION II- GENERAL CONDITIONS OF CONTRACT**

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## SECTION II

### GENERAL CONDITIONS OF CONTRACT

#### 1. DEFINITIONS

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

- a) **“The Purchaser”** means the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the organization purchasing the Goods.
- b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- c) **“Days”** means calendar days.
- d) **“GCC”** means General Conditions of Contract.
- e) **“The Supplier”** means the individual or firm supplying the goods and Services under the contract.
- f) **“The Goods”** means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- g) **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.
- h) **“End User”** means the consignees stated in the Schedule of Requirements.
- i) **“The Notification of Award”** means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.
- j) **“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.
- k) **“The Contract Price”** means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
- l) **“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.

#### 2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI 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. 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. 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.

### **5. PERFORMANCE SECURITY**

- 5.1** The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within 10 **days** from the date of issue of Notification of Award by the Purchaser.
- 5.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 5.3** The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank and in the form provided in 'Section VI' of this Bid Document or in the form of demand draft. The performance security should be valid for the period beyond sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 5.4** The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.



## **6. 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, the inspector 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 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 as per the Format given in Section VI 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 should be inspected by third party inspection team also. It should be inspected by DGS&D or SGS or Rites or Crown agent all charges of inspection

should be borne by the bidder, 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. 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: 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) 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 stated in the Contract;
- (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) three copies of the packing list identifying contents of each package;
- (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;

- (vi) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency if any
- (vii) 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.*

- 8.2** The delivery of the goods and documents shall be completed within 45 Days from the date of issue of Notification of Award. First 15 Days is for lead period and evenly distributed supplies are expected in remaining 30Days. The actual delivery schedule will be given in Notification of Award.
- 8.3** All Supply of the Goods shall be provided by the Supplier at no extra cost.

## **9. TRAINING**

- 9.1** The bidder shall demonstrate and provide training on use and maintenance of the Equipments to the consignee's personnel the purchaser free of cost where required.
- 9.2** Conduct of training of the purchaser's personnel may be at the supplier's plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

## **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. SPARES**

Supplier will be responsible for supplying spares to purchaser at the price of spare after warranty period.

## **12. INSURANCE**

- 12.1** The Goods supplied under the Contract shall be insured in 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. WARRANTY**

**14.1** 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 circuit 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. This on site warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) three years after the goods have been taken over under GCC Clause 6.5 above.

**14.2** This on Site warranty shall remain valid for three years after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

**14.3** If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the GCC Clause 14.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three years, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

**14.4** Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges within 24 hours.

**14.5** Complaints should be attended within 12 hrs.

### **15. PAYMENT TERMS**

**15.1** The method and conditions of payment to be made to the supplier under the contract shall be specified in the Special Conditions of Contract.

**15.2** 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 fulfilment of other obligations stipulated in the Contract.

**15.3** Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

**15.4** (i) Form C and also 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.

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

**15.5** Payment for goods shall be made in Indian Rupees as follows:

- (a) No advance payment is payable.
- (b) 100% payment will be made against supply of Plastic Pallets, Pallet Trolley, & Stackers at the respective sites against certification from the consignee in the format provided in schedule VI .
- (c) Third party inspection report should also be submitted to BMSICL for payment. 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 contractor.

## **16. PRICES**

**16.1** (i) (a) Prices charged 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.

(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) (a) 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. 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. SUBCONTRACTS**

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 impeding 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 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 debaring the firm for the period of 1-5 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**

**20.1** The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under GCC Clause 20.2 below.

**20.2** Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 20 (Twenty) weeks. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order.

## **21. 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 come to an end or cease 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. 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 engaged in corrupt and fraudulent practices in competing for executing the Contract, pursuant to ITB Clause 2.

**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 though 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. 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. 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:

- (a) 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.

## **25. 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 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 should be appointed by agreement between the parties; failing such agreement, by 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 Presiding Arbitrator shall be appointed by the 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 Medical Council of India, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the 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 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 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.

## **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 replacing defective equipment.

## **27. 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. APPLICABLE LAW**

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

## **29. 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. Taxes and Duties**

**30.1** The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**SECTION III- SPECIAL CONDITIONS OF CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT**

- 1.** The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section I & "**General Conditions of the Contract**" as contained in Section II and wherever there is a conflict, the provisions herein shall prevail over those in Section I and Section II.
- 2. Rate Contract:** The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the equipments. The rates quoted by the bidder shall remain valid for one year from the date of signing of contract and the bidder will have the option to extend the period of price firmness for a further period of up to six months, during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply and installation of same equipments procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, installation and commissioning, the successful bidder is bound to supply the same make/model of the equipment at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period of six months, but not after accepting the Letter of Intent or entering into Agreement with BMSICL or any other user Institution under the Government for the Quantity for which it has entered into Agreement with BMSICL/User Institutions during the minimum price firmness period. BMSICL/User Institutions can also withdraw from rate at any point of time after minimum price firmness periods of six months, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.

## **SECTION IV- SCHEDULE OF REQUIREMENTS**

### SCHEDULE OF REQUIREMENTS

**Note: Delivery Schedule expressed below is the number of days required to deliver the Materials at Consignee Location from the date of receipt of Purchase order.**

<b>Serial No.</b>	<b>Brief Description of Goods</b>	<b>Qty./No.</b>	<b>Delivery Schedule</b>	<b>Earnest Money Deposit (EMD) in Indian Rupees</b>
<b>1</b>	<b>Plastic Pallet</b>	<b>7840</b>	<b>45 Days</b>	<b>600000</b>
<b>2</b>	<b>Pallet Trolley</b>	<b>12</b>	<b>45 Days</b>	
<b>3</b>	<b>Stacker</b>	<b>06</b>	<b>45 Days</b>	

## Consignee list

S.NO	Product	Quantity Warehouse wise					Total Qty
		Fatuha	Muzaffarpur-I	Muzaffarpur-II	Kasba-I	Kasba-II	
1	Plastic Pallet	2624	800	1408	1504	1504	7840
2	Stacker	02	01	01	01	01	06
3	Pallet Trolley	04	02	02	02	02	12

## **SECTION V: TECHNICAL SPECIFICATIONS**



## TECHNICAL SPECIFICATIONS

### Plastic Pallets specification

<b>Product Name :-</b>	PLASTIC PALLET
<b>Size</b>	
Length	1000 mm
Width	1000 mm
Height	160 mm
<b>Tolerance</b>	+/- 10 mm
<b>Material Construction</b>	100 % virgin food grade LLDPE with PU Steel Frame.
<b>Surface</b>	Corrugated Top & Steel Reinforcement.
<b>Point Load :-</b>	
Static	2000 Kg.
Dynamic	1000 kg.
Racking	800 kg.

### Stacker Specification

<b>Product Name :-</b>	Battery Operated Wrap Over Stacker
Capacity	1500kg
Load Centre	600mm
Fork Type	Wrap over
Fork Length	1220mm
Fork Width	180mm
Width Over Forks	560/685mm
Fork Lowered Height	90 mm
Fork Lift Height	5400mm
Mast Closed Height	2410mm
Extended Mast Height	5935mm
Mast Type	Triple FFL
Over All Length	2050mm
Over All Width	830mm
Turning Radius	1780mm
Drive Type	Full gear AC
Drive Motor	1.2 KW AC
Lift Motor	2.2 KW 24V DC
Under Clearance	30mm
Drive Wheel Material	Polyurethane
Drive Wheel Size	250 x 80
Load Wheel Material	Polyurethane
Load Wheel Type	Tandem
Support Wheel Material	Polyurethane
Load Wheel Size	83 X 95
Support Wheel Type	Castor

Support Wheel Size	125 x 50
Battery Make	Any Suitable Make
Battery Capacity	24V, 240 AH
Battery Condition	Charged
Charger Make	Any Suitable Make
Charger Type	Regular
Control Panel	Electronic Mosfet Controller
Brake	Electro Magnetic
Emergency Power Cut-off Switch	Yes
Battery Discharge Indicator	Yes
Stand on Platform	Yes
Finish Colour	Yellow

**Pallet Trolley Specification**

<b>Product Name</b>	Material Handling Trolley
Body Size	
Length	2100mm
Width	1100 mm
Height	1190 mm from GL to Handle
Wheel	250mm
Caster Wheel	Swivel type 02 No.s & Fix type 02 No.s (PU Wheel)
Tolerance	+/- 10 mm
Material Construction	MS Square Tube 40x40x3mm
Plat Form Surface	Checker plate 3mm MS
Handle	30mm Dia. Pipe
Load Carrying Capacity	3000 Kgs.

## **SECTION VI: SAMPLE FORMS**

## **Notes to Bidders on the Preparation of Sample Forms**

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 7.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical aides are removed.

# 1. Bid Form

Date: 2013 [ insert: *date of bid* ]

[ Purchaser specify: "IFB No.: BMSICL/2013-14/WH-003" ]

[ insert: Supply of Plastic Pallets, Pallet Trolley, & Stackers for BMSICL Warehouses in Bihar ]

To:  
Managing Director,  
Bihar Medical Services and Medical Services Corporation,  
Gandhi Maidan, Patna.

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [ insert *numbers* ], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs. 2,000/- (hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 17 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [ insert: *number* ] day of [ insert: *month* ], [ insert: *year* ].

Signed:

Date:

In the capacity of [ insert: *title or position* ]

Duly authorized to sign this bid for and on behalf of [ insert: *name of Bidder* ]

### Form-2 Price-Bid

S.NO	Product	Total Qty	Unit Price	Total Price(In Rs)
1	Plastic Pallet	7840		
2	Stacker	06		
3	Pallet Trolley	12		
Grand Total :				

**Note:**

- Above price should be inclusive of all other charges like freight, insurance, unloading etc. charges up to desired location given in consignee list.
- Price should be exclusive of taxes. Taxes will be paid as per Govt. Norms.

## Form. 3 Earnest Money Deposit (EMD) Form

Date: [ insert: **date** ] IFB: [ insert: **name and number of IFB** ]

Contract: [ insert: **name and number of Contract** ]

To:

Managing Director,  
Bihar Medical Services And Infrastructure Corporation Limited,  
Patna

WHEREAS [ insert: **name of Bidder** ] (hereinafter called “the Bidder”) has submitted its bid dated [ insert: **date of bid** ] for the performance of the above-named Contract (hereinafter called “the Bid”) KNOW ALL PERSONS by these present that WE [ insert: **name of bank** ] of [ insert: **address of bank** ] (hereinafter called “the Bank”) are bound unto [ insert: **name of Purchaser** ] (hereinafter called “the Purchaser”) in the sum of: [ insert: **amount** ], for which payment well and truly to be made to the said Purchaser, without demur and on demand , the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
  - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
  - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
  - (a) fails or refuses to sign the Contract Agreement when required; or
  - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

**We understand that this is an irrevocable Bank Guarantee which can be released only on the instructions of the Purchaser.**

This guarantee will remain in full force up to and including [ insert: **the date that is 30 days after the period of bid validity** ], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed:

Date:

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

Common Seal of the Bank

## Form – 4 Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ [month and year purchase] and between the Bihar Medical Services And Infrastructure Corporation Limited, Patna [Name of Purchaser] on behalf of Governor of Bihar (hereinafter referred to as the 'Purchaser') and \_\_\_\_\_ [ Name of Supplier ], having its principal place of business at \_\_\_\_\_ [ address of Supplier ] (hereinafter referred to as the "Supplier) on the other part.

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: **brief description of goods and services**] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [ insert: **contract price in words and figures** ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) General Conditions of Contract
- (c) Special Conditions of Contract
- (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
- (e) The Supplier's original Techno-commercial and Price bid
- (f) The Schedule of Requirements
- (g) The Purchaser's Notification of Award
- (h) [Add here: **any other documents**]

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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

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SL. NO.	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
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**TOTAL VALUE:**

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**Delivery Schedule:**

For and on behalf of the Purchaser

Signed:

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

In the presence of

For and on behalf of the Supplier

Signed:

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

In the presence of

CONTRACT AGREEMENT

Dated the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]

BETWEEN

Bihar Medical Services and Infrastructure Corporation Limited, “the Purchaser”  
and

[ *insert: name of Supplier* ], “the Supplier”

## 5. Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: date]*

IFB: *[insert: name or number of IFB]*

Contract: *[insert: name or number of Contract]*

To:

Managing Director,  
Bihar Medical Services and Infrastructure Corporation Limited,  
Patna

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on *[insert: date]* between you and *[insert: name of Supplier]* (“the Supplier”) concerning the supply and delivery of *[insert: a brief description of the Goods]*. By this letter we, the undersigned, *[insert: name of bank]*, a bank (or company) organized under the laws of *insert: country of bank* and having its registered/principal office at *[insert: address of bank ]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of *[insert: amount in numbers and words ]*. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 5.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

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

For and on behalf of the Bank

Signed:

Date:

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

Common Seal of the Bank

## 6. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

To:  
Managing Director,  
Bihar Medical Services And Infrastructure Corporation Limited,  
Patna

WHEREAS [ *name of the manufacturer or producer* ] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [ *name and/or description of the Goods requiring this authorization* ] (hereinafter, "Goods") having production facilities at [ *insert: address of factory* ] do hereby authorize [ *name and address of Bidder* ] (hereinafter, the "Bidder") to submit a bid, and sign the Contract with you against IFB [ *title and reference number of the Invitation for Bids* ] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these Bidding Documents.

For and on behalf of the Manufacturer or Producer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of [ *title, position, or other appropriate designation* ] and duly authorize to sign this Authorization on behalf of [ *name of manufacturer or producer* ]

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the bidder in its bid.

## 7. Performa for performance statement

(For a period of last three years)

Bid No:- \_\_\_\_\_ Date of Opening \_\_\_\_\_ Time: \_\_\_\_\_ Hours

Name of the Firm: \_\_\_\_\_

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<u>Order Placed By</u>	<u>Order No. &amp; Date</u>	<u>Description and Qty. of order goods</u>	<u>Value of order</u>	<u>Date of completion of delivery as per contract Actual.</u>	<u>Remarks indicating reasons for late delivery, if any</u>	<u>was the supply of Goods Satisfactory? (Attach a certificate from</u>

The Purchaser/Consignee)

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Signature and seal of the Bidder \_\_\_\_\_

## 8. LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach the Purchaser before date of bid opening)

To  
Managing Director,  
Bihar Medical Services And Infrastructure Corporation Limited,  
Patna

Subject : Authorisation for attending bid opening on \_\_\_\_\_ (date) in  
the Tender of \_\_\_\_\_.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on  
behalf of \_\_\_\_\_ (Bidder) in order of preference  
given below.

Order of Preference Name Specimen Signatures

- I.
- II.

Alternate  
Representative

Signatures of bidder  
Or  
Officer authorized to sign the bid

Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is  
restricted to one, first preference will be allowed. Alternate representative will be permitted when  
regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as  
prescribed above is not recovered.

## 9. CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

(To be given by consignee and the user of the item)

The following equipments has / have been received in good condition:

Name of item supplied	
Name of the Supplier / Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Serial Nos of equipment supplied	
Place of destination	
Name and Address of the Consignee along with tel. no. and fax no.	
Date of receipt by the Consignee	
Date of Installation	
Installation Location at Warehouse	
Accessories supplied and the serial numbers of Accessories	
Date of commencement of warranty	
Date of expiry of warranty	
Stock Book page no. where the items have been entered	
Signature of Authorized Representative of Consignee with date	
Name and designation of the authorized representative	
Seal of the consignee	

**Warehouse In charge**

**FORMAT OF GENERAL GUARANTEE FOR WARRANTY**

(To be submitted on Firms Letterhead)

**Warranty Certificate**

Date:

We \_\_\_\_\_ the \_\_\_\_\_ Undersigned  
.....hereby 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.

for.....

Station : (Signature with Name and Designation)

Date :

Company Seal



**Contact Details:**

- For any query contact Sunil Kumar Singh , Deputy General Manager (Supply Chain),  
Ph No: 9471006239, Email: [dgm-sc-bmsicl-bih@nic.in](mailto:dgm-sc-bmsicl-bih@nic.in)