



# राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



## Notice Inviting Tender

For

**Empanelment of Non-Government Organization for Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar**

Tender Enq. Ref. No.: SHSB/ /2016

Dated: 30/01/2016

State Health Society, Bihar  
Parivar Kalyan Bhawan, Sheikhpura, Patna - 800014  
Ph: 9473197721  
Website: [www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org)

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## NOTICE INVITING TENDERS (NIT) FOR

### Empanelment of Non-Government Organization for Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar

**Tender Enq. Ref. No.: SHSB**

**Dated: 30/01/2016**

- (1) State Health Society, Bihar (SHSB), Patna invites bids from eligible and qualified non-government organizations for **Empanelment of Non-Government Organization for Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar**.
- (2) SHSB intends to empanel De-addiction Centre for Addicts in each districts of Bihar. The NGOs are expected to provide motivational counselling, Detoxification and Whole Person Recovery (WPR), Referral services, After-care and Follow-up, Care and support to families for co-dependence and rehabilitation services through De-addiction centres. The NGO can submit their proposal for providing services on per patient per day basis (including cost of treatment, fooding, lodging, medicine, counselling, rehabilitation, etc.). NGO will have to mention the name of Districts for which they are interested while submitting their proposal. NGO running their own De-addiction centre or NGO willing to open new centres may apply subject to fulfilling the eligibility criteria. However, Government will not provide any financial assistance for refurbishing or opening new centres except payment for per patient per day basis as and when patient is admitted for treatment or rehabilitation.
- (3) The selected NGO shall be paid on per patient per day basis as quoted in financial bid for the patients referred by the districts designated authorities. However, the selected NGO may also identify addicts for treatment through their own mechanism. The addicts identified by NGO shall then be examined by Government Doctors for certifying the same before admitted to De-addiction centres of NGO. There will not be any separate payment to NGO for identification of addicts and NGO shall be paid per patient per day cost as mentioned in financial bid in case of admitted addicts only.
- (4) Tender documents having detailed terms & conditions may be downloaded from State Health Society, Bihar website ([www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org)).
- (5) Bidders can submit their bids on or before 29/02/2016 up to 16:00 Hrs. along with Bid Security (Earnest Money Deposit) of INR 10,000 (Rupees ten thousand) either through post or by hand to the address: State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna – 800014. The tenders submitted up to the scheduled date and time shall be opened on the same day at 17:00 Hrs. The bidder's authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
- (6) Pre-bid meeting is scheduled at 15:00 Hrs. on 16/02/2016 in the Conference Room of State Health Society, Bihar. Interested prospective bidders may attend the pre-bid meeting to seek clarification on any aspects of the tender document.
- (7) All further notifications/amendments, if any shall be posted on [www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org). No separate communication shall be made with individual bidders.

**Executive Director,  
State Health Society, Bihar, Patna**

# CHAPTER– I: INSTRUCTIONS TO BIDDERS (ITB)

## A. PREAMBLE

### 1. Introduction

- 1.1 State Health Society, Bihar (Tender Inviting Authority) (TIA) has issued these Tender Documents for Empanelment of Non-Government Organization for Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar as mentioned in Chapter – III “Scope of Services”. Scope of services includes scope of work and expectation from NGO.
- 1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before preparing the tender and submitting the same to the Tender Inviting Authority, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.

### 2. Availability of Funds

- 2.1 Expenditure to be incurred for the proposed outsourcing of services will be met from the funds available with the SHSB/ DHS as provided by Government of Bihar.

### 3. Language of Tender

- 3.1 The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2 The correspondences relating to the tender exchanged between bidder and Tender Inviting Authority may also be written in the Hindi language.

### 4. Bidder’s Eligibility and Qualification

- 4.1 This invitation for tenders is open to all Organizations registered under Societies Registration Act, Trusts, respective Act and Jurisdiction in India, who fulfil the eligibility and qualification criteria specified hereunder. Consortium is not allowed for this project.
  - (a) The bidder should have experience of running at least 1 (one) De-addiction and rehabilitation centres for addicts for last two years in any part of India.
  - (b) The bidder should have turn over/ executed work/ activities of minimum 10 lakhs in each of the last three consecutive financial years (FY 2012-13, 2013-14, 2014-15).
  - (c) The bidder should not be currently (bid due date) debarred/ blacklisted or convicted by any organization/ Institution Department of any State Govt./ Govt. of India.
- 4.2 In support of the requirement given in ITB Para 4.1 (a) and (b), the bidder should furnish “Separate Performance Statement” in the format given in “Form C – Experience Statement Form” of Chapter V of the Bidding Documents.
- 4.3 In support of the requirement given in ITB Para 4.1 (c), the bidder should furnish an “affidavit”

seperately sworn before executive magistrate.

4.4 The bidders who do not meet the eligibility and qualification criteria specified above will be treated as non – responsive / ineligible and will not be considered further.

4.5 NGO running their own De-addiction centre or NGO willing to open new centres may apply subject to fulfilling the eligibility criteria. However, Government will not provide any financial assistance for refurbishing or opening new centres.

## **5. Tendering Expense**

5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **6. Content of Tender Enquiry Documents**

6.1 The Tender Enquiry Documents include the following Chapters, in addition to the ‘Notice Inviting Tenders (NIT):

- Chapter I – Instructions to Bidders (ITB)
- Chapter II – Conditions of Contract (COC)
- Chapter III – Scope of Services
- Chapter IV – Financial Bid
- Chapter V – Other Standard Forms

6.2 The relevant details of the required goods and services, terms & conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

### **7. Amendments to Tender Documents**

7.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.

7.2 Such an amendment will be notified on [www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org) and the same shall be binding to all prospective Bidders..

7.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

7.4 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above website and Tender Inviting Authority will not issue separate communication to them. Tender Inviting Authority shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website.

### **8. Clarifications of Tender Documents**

8.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to Shri Sudhir Kumar, Senior Deputy Collector I/c Procurement by post within 1 (one) day of date of pre-bid meeting.

8.2 All the prospective bidders will be notified of response to clarifications only through website [www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org). Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above website and Tender Inviting Authority will not issue separate communication to them.

8.3 Tender Inviting Authority shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above website.

### **9. Pre-Bid Meeting**

9.1 In order to provide response to any doubt regarding terms and conditions, scope of services and conditions of contract etc. given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Tender Inviting authority as per details given hereunder:

Date & Time : 16/02/2016 at 3:00 PM  
Venue : Conference Hall, State Health Society, Bihar,  
Parivar Kalyan Bhawan, Sheikhpura, Patna  
Contact Person : Shri Sudhir Kumar, BAS  
Sr. Dy. Collector cum I/c. Procurement  
Mobile: +91-9473197721

9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Tender Inviting Authority shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 9 above shall be issued, which shall be binding on all prospective bidders.

## **C. PREPARATION OF TENDERS**

### **10. Documents Comprising the Tender**

10.1 The **Two Bid System**, i.e. “Technical Bid” (Envelope-A) and “Financial Bid” (Envelope-B) to be prepared and submitted by the bidder, shall comprise the following:

#### **A) Technical Bid - (Envelope-A)**

- i) Earnest money furnished in accordance with ITB Para 16;
- ii) Tender Form as per Form-A of Chapter-V given in the Tender Document.
- iii) Bidder Information Form as per Form-B of Chapter V given in the Tender Document
- iv) Experience / Performance Statement as per format given in Form-C of Chapter-V along with self attested copies of orders or any other document in support of performance of services.
- v) Affidavit Sworn before Executive Magistrate as per paragraph 4.1 (c)/4.3 in the Tender Document.
- vi) Power of Attorney with resolution of Board by which the authorised signatory has been authorized to sign the Tender Documents.
- vii) Certificate of Incorporation/ Registration of the bidder
- viii) Self attested copy of Audited Annual Report having Balance Sheet, Profit & Loss Statement, Receipt & Payment statement, Income & Expenditure Statement and other related financial statements of last 3 Financial Year (2012-13, 2013-14, 2014-15). CA certificate will not be accepted for annual turnover.
- ix) Income Tax Permanent Account Number (PAN), Income Tax Return for last three Assessment Years (2013-14, 2014-15, 2015-16)
- x) Self attested copy of PAN card of bidder
- xi) Self attested copy of service tax registration certificate of bidder
- xii) Checklist as per format given in Form-F of Chapter V

#### **B) Financial Bid – (Envelope – B)**

NGOs are requested to submit their bids as per the format given in Chapter – IV.

### **11. Project Duration**

The initial empanelment of NGOs will be for one year.

- 12. Extension of Project:** The project may be extended on yearly basis subject to satisfactory performance, fund available and need, if required.
- 13. Price**
- 13.1 Cost escalation is not allowed during project period.
- 14. Alternative Tenders**
- 14.1 Alternative Tenders are not permitted. All those bidders shall be disqualified if any person (s) (i.e. partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds share (ownerships) in more than one bidding entities who have participated in this tender process”.
- 15. Documents establishing Compliance of Services as per Tender Document**
- 15.1 The bidder must submit Tender Form (Form-A) duly signed by authorised signatory certifying compliance on the Scope of services incorporated in the Tender Documents.
- 15.2 In case there is any variation and/or deviation between the scope of services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.
- 15.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about the services offered by it, or for any other wrong information its tender will be rejected in addition to penalty provisions available to the Tender Inviting Authority in this regard.
- 16. Earnest Money Deposit (EMD)**
- 16.1 All Bidders shall furnish along with its tender, earnest money deposit /bid security of INR 10,000/- (Rupees ten thousand) in the form of Demand Draft / Bank Guarantee.
- 16.2 No exemption is allowed in EMD to any entity. Without valid EMD, bid shall be rejected.
- 16.3 The EMD should be provided from any commercial scheduled bank and should be pledged to The Executive Director, State Health Society, Bihar, payable at Patna. In case EMD is submitted in form of Bank Guarantee, it should be as per the format given in Form-D of Chapter V.
- 16.4 The earnest money deposited in form of BG shall be valid for 150 days from date of due date of submission of bids.
- 16.5 Unsuccessful bidders’ earnest money will be returned to them without any interest, after finalization of tender. Successful bidder’s earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 16.6 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited and the bidder shall be blacklisted, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority. The successful bidder’s earnest money will also be forfeited without prejudice to other rights of Tender Inviting Authority if it fails to furnish the required performance security within the specified period even by way of withdrawals or amends its tender or impairs or derogates or intended not to proceed in the matter even before furnishing performance security/ signing its agreement whatever it may be.
- 17. Tender Validity**
- 17.1 The tenders shall remain valid for a period of 150 days after the due date of submission of bids. Any tender valid for a shorter period shall be treated as nonresponsive and rejected.
- 17.2 In exceptional situations, the bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by speed-post/e-mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

## **18. Signing and Sealing of Tender**

- 18.1 The Bidders shall submit their tenders as per schedule indicated in Notice Inviting Tenders (NIT) and any amendments made in due date for submission of bids.
- 18.2 Tender Documents is invited in two bid System i.e. “Technical Bid (EMD & Technical Documents) – **Envelope-A**” and “**Financial Bid**” – **Envelope – B**.
- 18.3 The Technical bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 18.4 All the pages of the tender shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall also be signed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 18.5 The bidder is to seal the Technical Bid envelop duly superscribed (**Empanelment of Non-Government Organization for Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar**) and sealed and this envelope should then to be put in a bigger outer envelope, which should also be sealed and duly superscribed. The outer and well as inner envelops should have complete address of bidder as well as Tender Inviting Authority. In addition, the due date for submission and opening of bids should also be mentioned on outer envelope and envelope containing Technical Bids.
- 18.6 Financial Bid should be prepared as in Chapter – IV and inserted in envelope and duly sealed superscribed as **Financial Bid** for **Empanelment of Non-Government Organization for Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar**
- 18.6 If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

## **D. SUBMISSION OF TENDERS**

### **19. Submission of Tenders**

- 19.1 Unless otherwise specified, tenders should be received up to scheduled date and time as per date and time given in NIT including amendments in dates as notified on website [www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org). Last date for submission of bids is 29/02/2016 up to 16:00 Hrs.

### **20. Late Tender**

- 20.1 The tenders submitted after due date time for submission of bids shall not be accepted. Such bids shall be returned unopened to bidders.

### **21. Alteration and Withdrawal of Tender**

- 21.1 The bids can't be withdrawn or altered after due date and time for submission of bids.
- 21.2 Notwithstanding contained in the this tender, if a bidder withdraws the tender any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

## E. TENDER OPENING

### 22. Opening of Tenders

- 22.1 The Tender Inviting Authority will open the tenders at the date and time as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- 22.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
- 22.3 The “**Technical Bid (Envelope-A)**” shall be opened at the first instance, at the prescribed time and date as indicated in NIT. These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the Tender Document. Tender received by due date shall be opened at 17:00 on 29/02/2016 in State Health Society, Bihar.
- 22.4 The “**Financial Bid (Envelope-B)**” of only shortlisted NGO as per technical bid shall be opened in front of bidders on date and time communicated to all shortlisted bidders.

## F. SCRUTINY AND EVALUATION OF TENDERS

### 23. Basic Principle

- 23.1 Tenders will be evaluated and considered on the basis of the terms & conditions already incorporated in the NIT / Tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.

### 24. Preliminary Scrutiny of Tenders

- 24.1 The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether required surety have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 24.2 Prior to detailed evaluation of Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the Tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations.
- 24.3 Notwithstanding any things contained in this NIT. The following are some of the important aspects, however, not restricted to these, for which a tender shall be declared non – responsive / ineligible and will be summarily rejected;
- (i) Tender form as per format given in Form-A of Chapter V (signed and stamped) not submitted
  - (ii) Tender validity is shorter than the required period.
  - (iii) Required EMD have not been submitted.
  - (iv) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities or organisation as per Clause 4.1 (c) of Chapter-I of this NIT.
  - (v) Others terms and conditions are required to be considered in order to proceed for tender process.

### 25. Minor Infirmary/Irregularity/Non-Conformity

- 25.1 If during the preliminary examination, the Tender Inviting Authority find any minor infirmity and/or non-conformity in a tender, curable/acceptable without any prejudice to other bidders, the Tender Inviting Authority may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority will convey its observation on such ‘minor’ issues to the bidder by speed post/e-mail asking the bidder to respond by a specified date. If the bidder does not

reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**26. Bidder's capability to perform the contract**

26.1 The Tender Inviting Authority, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined, is eligible, qualified and capable in all respects to perform the contract satisfactorily.

**27. Contacting the Tender Inviting Authority**

27.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the Tender Inviting Authority for any reason relating to its tender, it should do so only in writing.

27.2 In case a bidder attempts to influence the Tender Inviting Authority in the Tender Inviting Authority's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Tender Inviting Authority.

## **G. AWARD OF CONTRACT**

**28. Tender Inviting Authority's Right to accept any tender and to reject any or all tenders**

28.1 The Tender Inviting Authority reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s)

**29. Award Criteria**

29.1 NGO meeting eligibility criteria and quoting lowest per patient per day rate as per Chapter – IV will be empanelled as De-addiction centre for the districts applied for. Further, those giving higher rates (L2, L3, onwards) can be empanelled provided they agree upon at L1 rate. However, NGOs shall get patient only when L1 empanelled agency is running to full capacity.

**30. Variation in Scope of services at the Time of Award and/or during validity of contract**

30.1 The Tender Inviting Authority reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

**31. Intimation Letter to successful bidder / Notification of Award**

31.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, only by speed post or by e-mail that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted. The successful bidder must furnish to the Tender Inviting Authority the required performance security within 21 days along with the contract agreement from the date of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided in the tender.

**32. Signing of Contract**

32.1 The successful bidder should submit required Performance Bank Guarantee and sign the contract within 21 days of notification of award. Agreement will be a tripartite agreement between State Health Society, Bihar, concerned District Health Society and the selected service provider.

## **CHAPTER – II: CONDITIONS OF CONTRACT (COC)**

### **1. Application**

- 1.1 The Conditions of Contract incorporated in Chapter-II, Scope of Services under Chapter-III of this document shall be applicable for this contract.
- 1.2 The conditions of contract mentioned in this Chapter are introductory and brief description of conditions which will form the part of contract. Additional conditions may be added as required.

### **2. Use of contract documents and information**

- 2.1 The Service Provider shall not, without the Tender Inviting Authority's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Tender Inviting Authority in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the Service Provider shall not, without the Tender Inviting Authority's prior written consent, make use of any document or information mentioned in COC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the Service Provider, each and every other document mentioned in COC sub-clause 2.1 above shall remain the property of the Tender Inviting Authority and, if advised by the Tender Inviting Authority, all copies of all such documents shall be returned to the Tender Inviting Authority on completion of the Service Provider's performance and obligations under this contract.

### **3. Intellectual Property Rights**

- 3.1 The Service Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

### **4. Performance Security**

- 4.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/Ordering Authority, the Service Provider, shall furnish performance security (before signing of the agreement) to the Tender Inviting Authority for an amount equal to INR 1.00 lakhs (Rupees one lakh) per district valid up one twenty (120) days after the date of completion of all contractual obligations by the Service Provider.
- 4.2 The Performance security as above shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a Scheduled Bank in India, in the format given in Form-E of Chapter-V.
- 4.3 In the event of any failure /default of the Service Provider with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The Tender Inviting Authority may do the needful to cover any failure/default of the Service Provider with or without any quantifiable loss to the Government.

4.4 In the event of any amendment issued to the contract, the Service Provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

4.5 Tender Inviting Authority will release the Performance Security without any interest to the Service Provider on completion of contractual obligations including the warranty obligations.

## **5. Scope of Services and Standards**

5.1 The Services to be provided by the Service Provider under this contract shall conform to the Scope of Services mentioned under Chapter-III.

## **6. Insurance**

6.1 The Service Provider shall be responsible for insuring if any, all the equipment, furniture, etc. for accident, theft, damage, burglary etc.

## **7. Start of Services**

The selected service provider is required to provide services as soon as patients are referred to their Centre by the Government. If Service provider fails to provide services to referring patient immediately, the contract may be terminated and the selected service provider shall be blacklisted and will result in forfeiture of performance bank guarantee.

NGOs applying for other districts out of their current area of operation should be able to start the services in new district within 45 days of award of contract. Failure to do so may result in cancellation of agreement and forfeiture of bid security.

## **8. Maintenance**

8.1 Notwithstanding anything stated in Scope of Services, the Service Provider shall maintain and keep De-addiction centres running all the time.

8.2 The selected NGO should keep checklist for office staff, maintenance, cleanliness, diet services o daily basis. All check list may be monitored and certified by district or facility authority every month or any designated official of Government.

## **9. Assignment**

9.1 The NGO shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

## **10. Sub Contracts**

10.1 No sub-contracts is allowed for any part/ component of contract. Sub-contract, if at all, may be allowed with prior permission of the Tender Inviting Authority only for ancillary services and not the entire or partial contract as per this tender document.

## **11. Modification of contract**

11.1 If necessary, the Tender Inviting Authority may, by a written order given to the NGO at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.

11.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or time required by the NGO to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or duration of contract, as the case may be, and the contract amended accordingly. If the NGO doesn't agree to the adjustment made by the Tender Inviting Authority, the NGO shall convey its views to the Tender Inviting Authority within 7 days from the date of the Service Provider's receipt of the Tender Inviting Authority's modification of the contract.

## **12. Taxes and Duties**

- 12.1 Service Provider shall be entirely responsible for all kinds of taxes, duties, fees, levies etc. incurred until delivery of the services to the Tender Inviting Authority. No additional price/ cost will be paid to NGO by the Client to meet any taxes, levies, etc.

## **13. Terms and Mode of Payment**

- 13.1 Expenditure as per financial bid shall be paid to the NGO within 21 days on submission of bills. In case of extension of project duration, the above mentioned amount will not be paid to the NGO.
- 13.2 Monthly Bills: The NGO shall send its bills for payment on monthly basis along with requisite documents latest by 10<sup>th</sup> day of every month for previous month to the paying authority i.e. designated official at DHS.
- 13.3 The total bill shall be released by DHS within 21 days of every month upon submission of invoice with requisite documents. The service provider should ensure timely submission of bills at designated office with requisite documents.
- 13.4 Documents to be submitted every month: Monthly Status Report including name and number of manpower, inmates, treatments, medicines consumed should be submitted for claiming the amount.
- 13.5 NGO may be asked to submit any other document as per norms set by SHSB defined once the contract is awarded.
- 13.6 Format for submitting requisite monthly or any periodic information or data/ reports will be shared by SHSB at time of signing the contract or during any time of contract period.

## **14. Termination for default**

- 14.1 The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the NGO, terminate the contract in whole or in part, if the NGO fails to perform services as specified in the contract or any other contractual obligations within the time period specified in the contract and the firm shall also be blacklisted and the performance security shall also be forfeited.
- 14.2 In the event the Tender Inviting Authority terminates the contract in whole or in part, pursuant to Chapter – II clause 8 and 14.1 above, the Tender Inviting Authority may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the NGO shall be liable to the Tender Inviting Authority/ Paying Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority/Paying Authority for arranging such services.
- 14.3 Unless otherwise instructed by the Tender Inviting Authority, the NGO shall continue to perform the contract to the extent not terminated.

## **15. Termination for insolvency**

- 15.1 If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the Tender Inviting Authority with the request to terminate the contract. The Tender Inviting Authority reserves the right to terminate, without any compensation, whatsoever, to the NGO, and the Tender Inviting Authority may forfeit the performance security.

## **16. Force Majeure**

- 16.1 Notwithstanding the provisions contained in COC clauses 15 and 16, the NGO shall not be liable for imposition of any such sanction so long the delay and/or failure of the NGO in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 16.2 For purposes of this clause, Force Majeure means an event beyond the control of the NGO and not involving the NGO's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of

public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 16.3 If a Force Majeure situation arises, the NGO shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 16.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 16.5 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **17. Governing language**

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, may be written in English/ Hindi language.

## **18. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

## **19. Resolution of disputes/ specific clause of arbitration**

- 19.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the NGO in connection with or relating to the contract even against any action or termination/ blacklisting/ forfeiture of performance security, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 19.2 If the parties fail to resolve such dispute or difference by such mutual consultation within thirty days of its occurrence, then, the dispute shall be resolved by the arbitration proceeding and Development Commissioner, Government of Bihar will be the sole arbitrator, whose decision shall be binding to both the parties.
- 19.3 All disputes arising out of tendering process shall be within the jurisdiction of Patna only.
- 19.4 Venue of Arbitration: The venue of arbitration shall Patna, Bihar.

## **20. Applicable Law**

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

## **21. Third Party Assessment**

Tender Inviting Authority, at their own cost, may conduct third party assessment of services rendered and conduct of NGO during project period. The NGO will be informed about such assessment. Tender inviting authority may take action on the basis of findings of third party assessment. Third party assessment may be done on yearly basis or as & when felt necessary by the Client.

## **22. Fraud and Corrupt Practices**

- 22.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the SHSB may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

- 22.2 Without prejudice to the rights of the SHSB hereinabove, if an Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or EoI issued by the SHSB during a period of 2 (two) years from the date such Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## CHAPTER - III: SCOPE OF SERVICES

### Providing Treatment & Rehabilitation Services to Addicts in each Districts of Bihar

#### 1. Introduction

Alcohol and drug abuse has emerged as a serious concern adversely affecting the social fabric of the state. Addiction to alcohol and drugs affects the individual's health and disrupts their families and society. It causes wage loss and may lead to neuro-psychiatric disorders and cardiovascular diseases, as well as accidents, suicides and violence. Regular consumption of alcohol and drugs leads to dependence of the individual. A rehabilitation centre for addicts will go a long way in reducing the dependence of addicts on alcohol and drugs and bring the person back to the mainstream. Government of Bihar vide resolution number 11/new excise policy-01-03/2015-3893 issued on 21 December, 2015 pledged to implement prohibition on liquor in phased manner.

In light of this resolution, State Health Society, Bihar on behalf of Government of Bihar, intends to involve Non-government organizations to provide Treatment & Rehabilitation centres for the benefit of people of the state. The scope of work De-addiction centres is mentioned in this chapter for the information of interested NGOs. The De-addiction centre shall function under direct supervision of District Magistrate of respective district.

#### 2. De-addiction Centers

##### 2.1 Target Groups under the Scheme:

- i. All victims of alcohol and substance (drugs) abuse with a special focus on:-
- ii. Children including street children, both in and out of school
- iii. Adolescents/Youth
- iv. Dependent women and young girls, affected by substance abuse
- iv. High risk groups such as sex workers, Injecting Drug Users (IDUs), drivers etc.
- v. Prison inmates in detention facilities including children in juvenile homes addicted to drugs.

##### 2.2 Substances, abuse of which, will be covered under the Scheme:

- i. Alcohol

- ii. All Narcotic Drugs and Psychotropic substances covered under the NDPS Act, 1985
- iii. Any other addictive substance, other than tobacco.

## **2.3 Scope of Services**

The De-addiction centres would be responsible for the following services:

### **2.3.1 Identification of substance dependent persons for motivational counselling**

This would require assessing the problem related to addiction and motivating the addict to avail the services at De-addiction centre. It would envisage total recovery of the addicted person leading to his socio economic rehabilitation through an appropriate combination of individual counselling, group therapy, yoga, exposure to self-help/support groups, and introduction to other recovering addicts. It would also include support and care to families of the addicted person.

The addicts will be identified and referred by Government Doctors/ designated authority to empanelled De-addiction centres from any part of the state. Government hospitals will identify and refer patients to De-addiction centres of empanelled NGO. However, the selected NGO may also identify addicts for treatment through their own mechanism. The addicts identified by NGO shall then be examined by Government Doctors for certifying the same before admitted to De-addiction centres of NGO. There will not be any separate payment to NGO for identification of addicts and paid only per day per patient cost as mentioned in financial bid.

### **2.3.2 Detoxification and Whole Person Recovery (WPR)**

The De-addiction centres would aim at enabling the addict to achieve total abstinence and improve the quality of their lives by helping them to:

- Identify areas of necessary change
- Become aware of risk factors leading to relapse and evolve positive coping skills
- Strengthen inter-personal relationships
- Develop a healthy work ethic
- Sustain their recovery through follow-up services

Detoxification services would be provided for safe and ethical management of withdrawal symptoms. The addict would be helped to overcome the desire to use drugs even when he is in situations, which were once tempting.

WPR would indicate that a person who has acquired life skills stays drug free and develops an interest in healthy living. It provides for the whole range of community based services for the identification,

motivation, counselling, de-addiction, after care and rehabilitation for Whole Person Recovery (WPR) of addicts to make a person drug free, crime free and gainfully employed. The key elements of WPR include:

- i. Commitment to a drug and alcohol free life
- ii. Adaptation to work and responsibility
- iii. Social re-integration
- iv. Personal growth and self acceptance
- iv. Acceptance of higher values

For people striving to WPR, four factors, popularly known as the Four Keys to Change are necessary. These are:

- i. Practical guidance on what needs to be done
- ii. Caring encouragement for one's effort a powerful "fuel" for motivating recovery
- iii. Successful role models who have achieved the goal
- iv. A peer learning group working together towards that goal.

### **2.3.3 Referral services**

Addicts showing deviant behavioural symptoms like violence, depression, suicidal thoughts, etc. should be assessed and referred to a psychiatric hospital immediately for availing specialized psychiatric services. For allied and opportunistic medical manifestations such as tuberculosis, hepatitis C, STDs, AIDS, etc., referral should be made for appropriate medical interventions which would, inter-alia, include services of other specialists, hospitals and testing laboratories, run/controlled/aided/accredited by the Union or State Governments such as National Aids Control Organization (NACO)

### **2.3.4 After-care and Follow-up**

After care and follow up are essential components of addiction treatment subsequent to the discharge of the client from the De-addiction centres. The outcome of therapy depends largely on the effectiveness of the follow-up efforts towards the whole person recovery (WPR) of the addict, and his reintegration into the community. As an after-care plan, alternative methods for clients who have not recovered should be devised. Adequate after care and follow-up would help in reducing relapse.

### **2.3.5 Care and support to families for co-dependence and rehabilitation**

The De-addiction centre would have a well-defined program for the family members especially for co-dependence and ensuring the social reintegration of the addict/family. This includes counselling, relapse prevention, self-help programme, and reaching out to the families of the addicts through regular home visits. The focus would be to make the families understand that addiction is a disease, and help them develop a caring attitude towards the addicts. The thrust would be to help the addicts as well as their families deal with their negative emotions and improve their quality of life.

### **2.3.6 Rehabilitation**

The primary objective of the De-addiction Centres is the total rehabilitation of the addict after having been treated for drug dependence. To facilitate the self-sustainability of the addict/dependent family members, De-addiction Centres would avail of the services available through various schemes/programmes of the Govt/State through effective networking.

Rehabilitation activities may include relevant vocational training utilising local resources. It would also involve identification and networking with government recognized vocational centres to refer recovering/recovered addicts for training. The Centre would also maintain a network directory of specialized services.

### **2.3.7 Period of stay**

Period of stay shall be decided upon condition of patient in consultation with respective De-addiction centre and Civil Surgeon or authorized officials. The selected NGOs shall send email the progressive report of the admitted patient to the District explaining the condition of patients.

### **2.3.8 Medicine, Food, Treatment, Counselling, etc. for the Inmates**

De-addiction centres shall provide wholesome food (breakfast, lunch and dinner) to the patients. The inmates shall be provided food, medicine, treatment, counselling, rehabilitation, etc. free of charge by the empanelled NGO. It must be ensured by the organization that quality food is provided to all the inmates irrespective of their economic status.

## **2.4 Penalty Provisions**

NGOs are required to submit monthly progress report and/or Client may carry out inspection on its own or its designated authority/ official as per convenience. On finding any irregularities, Client may impose penalty as per table below:

**Table 1: Penalty Clause**

<b>Sl. No.</b>	<b>Parameter/ Indicator</b>	<b>Penalty provision</b>
1	Not providing services on time to referred patients	10% cut in bill
4	Not adhering to any of the terms & condition of the contract	Up to 10% of the total monthly basis

On three consecutive poor performances of NGOs, Client may terminate the contract and blacklist the NGO from doing any business with the Client.

**2.5** NGO running their own De-addiction centre or NGO willing to open new centres may apply subject to fulfilling the eligibility criteria. However, Government will not provide any financial assistance for refurbishing or opening new centres.

## CHAPTER – IV: FINANCIAL BID

### 1. Financial Bid

1.1 NGOs are required to submit their financial bid as per the table below. The rates quoted in financial bid only shall be paid to NGO and no any other costs. The financial bid should be inclusive of all taxes, service tax, etc.

Sl. No.	Parameter	Name of Districts applied	Amount (in INR) Inclusive of all taxes
1.	Cost per patient per day		

1.2 Payments will be done only on actual number of stay of patients and submitting document evidence along with invoice/ bills in monthly basis.

1.3 It is clearly informed that, there will not be any guaranteed number of patients to be referred to De-addiction centres.

## **CHAPTER - V: OTHER STANDARD FORMS**

## FORM-A: TENDER FORM

Date \_\_\_\_\_

To

---

Executive Director  
State Health Society, Bihar  
Parivar Kalyan Bhawan, Sheikhpura  
Patna – 800014, Bihar

---

Ref. Your Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed.

We now offer to provide service in conformity with your above referred Tender Document as mentioned in Chapter – III of tender document. We are interested to work in \_\_\_\_\_ (name of districts). We are working in \_\_\_\_\_ (name of districts).

If our tender is accepted, we undertake to perform services as mentioned above, as specified in the Scope of Services and also accepts all conditions including financial bid as per Chapter - IV of the tender document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.

We agree to keep our tender valid for acceptance as required, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any

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(Signature with date)

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(Name and designation) Duly authorised to sign tender for and on behalf of

## FORM – B: BIDDER INFORMATION FORM

[Bidders are required to provide the information sought below]

1. Tender Reference No.:
2. Date and Time of opening :
3. Name, Address, phone / email of the Bidder:
  
4. **Expertise of Organization:**[In brief, not more than 500 words]
  - Organization structure
  - Years of experience
  - Areas of expertise of organization
  
5. Details of staff under permanent rolls of the Bidder
  - a. administrative
  - b. medical
  
6. **Financial data of the organization**
  - Turnover of Last 3 Financial Years
    - F.Y. 2012-13 - Rs. \_\_\_\_\_
    - F.Y. 2013-14 - Rs. \_\_\_\_\_
    - F.Y. 2014-15 - Rs. \_\_\_\_\_

P.S. Please attach Audited Annual Report having Balance Sheet, Profit & Loss Statement, Receipt & Payment statement, Income & Expenditure Statement and other related financial statements of last 3 Financial Year (2012-13, 2013-14, 2014-15). CA certificate will not be accepted for annual turnover (for the last three years as above)

- Name and Address of Banker

### 7. Client Reference List:

[Please provide references such as customer's details, tel. nos. etc.]

Name of client/customer	Description of service rendered	Client's Contact person name, telephone and e-mail Id.

Note:

1. Please provide client list of bidder as per above table
2. Please attach self attested copy of Work Order / MOU / Contract or any other document in support of above experience.

**8. Contact details of persons who may be contacted for requests for clarification during bid evaluation:**

- Name/Surname:
- Tel Number (direct): Landline and Mobile no.
- Email address (direct):

**Signature and seal of the Bidder**

## FORM - C: EXPERIENCE STATEMENT FORM

(For the period of last three years)

Tender Reference No. : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Sl. No.	Full address, tel.& e-mail of)	District (current area of operation)	Description of services provided	Evaluated Value of Services (if performed for owned facility / Value of contract (if provided for other clients)	Performance period		Remarks, if any (The bidder need to attach copy of relevant agreement/ MoU along with experience certificate)
					Start date	End Date	
1	2		4	5	6	7	8

**Signature and seal of the Bidder**

## FORM - D: BANK GUARANTEE FORM FOR EMD

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its bid dated \_\_\_\_\_ for the services \_\_\_\_\_ (hereinafter called the "tender") against the Tender Inviting Authority's tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Tender Inviting Authority) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Tender Inviting Authority during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.  
or
  - b) fails or refuses to accept/execute the contract.  
or
  - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Tender Inviting Authority up to the above amount upon receipt of its first written demand, without the Tender Inviting Authority having to substantiate its demand, provided that in its demand the Tender Inviting Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 150 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

# FORM – E: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

\_\_\_\_\_ (name and address of Tender Inviting Authority)

WHEREAS \_\_\_\_\_ (Name and address of the Service Provider) (Hereinafter called “the Service Provider”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to provide services (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the \_\_\_\_\_ (*name of NGO*) such a bank guarantee;

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

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

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

This guarantee shall be valid up to 120 days beyond the close of all contractual obligation under this contract i.e. up to \_\_\_\_\_ (indicate date).

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

.....  
Name and designation of the officer

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

## FORM -F: CHECKLIST FOR BIDDERS

**(Bidders are required to enclose duly filled Checklist along with the Tender)**

**Note:**

1. The bidder should furnish specific answers to all the questions mentioned in the Checklist. In case a question does not apply to a bidder, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a bidder furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

Sl No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
1.a.	Have you enclosed EMD of required amount for the quoted schedule(s)?			
1.b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per format given in Form-D of Chapter V?			
1.c.	In case Bank Guarantee is furnished, have you kept its validity of 150 days from Technical Bid Opening date			
2.	Have you enclosed duly filled Tender Form as per format in Form-A of Chapter V?			
2.a.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4.a.	Have you furnished documents establishing your eligibility & qualification criteria as per Tender Documents?			
4.b.	Have you submitted satisfactory performance certificate as per Performance Statement Form given in Form-C of Chapter-V in respect of all work orders?			
4.c.	Have you submitted copy of the MOU / order(s)?			
5.	Have you kept validity of 150 days from the Technical Bid Opening date as per the Tender Document?			

<b>Sl No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the Tender submitted by the Bidder</b>	<b>Remarks, if any</b>
6.	Have you furnished Income Tax Permanent Account Number as allotted by the Income Tax Department of Government of India?			
7.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
8.	Have you fully accepted payment terms as per Tender document?			
9.	Have you submitted the certificate of incorporation?			
10.	Have you accepted the maintenance conditions as per Tender document?			
11.	Have you accepted terms and conditions of Tender document?			
12.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account, income & expenditure) for last three financial years?			
13.	Have you submitted duly filled Bidder Information Form as per Form – B of Chapter V?			

Note:

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
2. It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

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**(Signature with date)**

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**(Full name, designation & address of the person duly authorised to sign on behalf of the Bidder)**

**For and on behalf of**

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**(Name, address and stamp of the bidder)**