



राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



NOTICE INVITING TENDER

Selection of NGOs under Grant in Aid scheme (under PC & PNDT Act, 1994)

Ref. No.: 1-SHSB/PCPNDT/2016

1. The State Health Society, Bihar (SHSB) has plans to select NGOs under Grant-In-Aid scheme (PC & PNDT Act, 1994) for 3 districts (Darbhanga, Purnia & Vaishali) of Bihar.
2. SHSB invites proposals from qualified agencies for providing support to the Government in effective implementation of PC & PNDT Act, 1994. Detailed terms and conditions may be viewed on the website www.statehealthsocietybihar.org.
3. Interested and qualified agencies are requested to submit their proposals mentioning name of districts of interest along with brief profile, details of past experience of executing similar assignments and other required documents, as mentioned in the RFP, on or before **12/12/2016** upto 5.00 P.M only by speed post/registered post (courier will not be allowed) to the office of ED, SHSB. Application should be submitted in prescribed format in sealed envelope and should be clearly labelled as "*Application for grant-in-aid under the PC & PNDT Act, 1994*". Pre-Bid meeting shall be held at 1200 Hrs on **22/11/2016** in the Conference Hall, State Health Society, Bihar.
4. For any further clarifications, please contact SPO-PCPNDT, SHSB on phone no: +91 9473199393 during official working hours or email Id: pndtshsb@gmail.com

11.11.2016

Executive Director,
State Health Society, Bihar



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RFP for Grant in Aid for NGOs for PC & PNDT Scheme (Proposal under PC & PNDT Act, 1994)

State Health Society Bihar (SHSB)

November, 2016

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of SHSB is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the State Health Society, Bihar, to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. State Health Society, Bihar, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.

State Health Society, Bihar, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the State Health Society, Bihar, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the State Health Society, Bihar, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by State Health Society, Bihar, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and State Health Society, Bihar, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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ACRONYMS

PC & PNDT	Pre Conception and Pre-natal Diagnostic Techniques
RFP	Request for Proposal
CSB	Central Supervisory Board
SSB	State Supervisory Board
SAA	State Appropriate Authority
AAs	Appropriate Authority
AC	Advisory Committee
CSR	Child Sex Ratio
DHS	District Health Society
MOHFW	Ministry of Health and Family Welfare
SRB	Sex Ratio at Birth
IEC	Information Education and Communication
NGO	Non-Governmental Organization
SHSB	State Health Society Bihar
ED SHSB	Executive Director State Health Society Bihar
SOE	Statement of Expenditure
UC	Utilization Certificate
KPI	Key Performance Indicator

1. PC PNDT Scheme for NGOs

1.1 Introduction

Continuous decline in child sex ratio since 1961 Census is a matter of concern for the country. Beginning from 976 in 1961 Census, it declined to 927 in 2001. As per Census 2011 the Child Sex Ratio (0-6 years) has dipped further to 919 against 927 girls per thousand boys recorded in 2001 Census. According to AHS 2013, the Sex ratio at birth in Bihar was 925 while Sex ratio for up to 4 years was 922.

Given the alarming situation in India of decline in the child sex ratios, it is pertinent to focus on implementing PCPNDT Act across the state. Ministry of Health & Family Welfare is putting efforts in improving the implementation of Act in the country.

Ministry of Health and Family Welfare at the national level provides policy, technical and financial support in improving Act implementation in the States/ UTs. The Government of India also renders financial support to strengthen implementation structures under NRHM in States, including setting up dedicated PNDT cells, capacity building, monitoring and advocacy campaign etc. One of the initiatives that MoHFW is focusing is to undertake mapping of ultrasound clinics in the state as well as assess the status of Act implementation. Re-emphasising the strict implementation of the PC&PNDT Act specific orders have been issued for the Central and State/ UTs Governments to take steps for mapping all the registered and unregistered ultra-sonography clinics urgently.

The most common reasons to explain the consistently low levels of sex ratio are son preference, neglect of the girl child resulting in higher mortality at younger age, female infanticide, female feticide and maternal mortality. One of the reasons attributed to the lesser number of girls in the age group (0 - 6) is the practice of sex selection. Medical technology has contributed in reinforcing negative patriarchal systems that demand male heirs.

The Pre-Conceptions and Pre-Natal Diagnostic Techniques (Provision of Sex Selection) Act, 1994 has been enacted by the Government of India to:

- Prohibit sex selection before or after conception
- Regulate, though does not deny, the use of Pre-Natal Diagnostic Techniques including ultrasonography for detecting genetic abnormalities or other sex linked disorders in the foetus
- Allow the use of Pre-Natal Diagnostic Techniques including ultrasonography only at registered places and by qualified persons defined under the law

1.2 Rationale

Non-Government Organizations (NGOs) and other civil society organizations need to promote awareness activities against sex selection, in districts / regions having adverse child sex ratio with appropriate linkages with State / District Appropriate Authorities.

1.3 Goals & objectives of the scheme

PCPNDT -NGO scheme has been initiated with a vision to strengthen the partnership with civil society in order to facilitate effective implementation of PC & PNDT law at ground level with the authorities.

The overall goal of the scheme is to halt and reverse the skewed sex ratio in the country through appropriate linkages with State / District Appropriate Authorities for effective enforcement of the PC & PNDT Act, 1994. 18 states and districts with highly skewed sex ratio as per census 2011 (Provisional) have been given priority for sanction of Grant-in-Aid to NGOs.

Bihar is one of the 18 states identified for priority for sanction for grant-in-aid to NGOs by GoI. This has been done on the basis of highly skewed sex ratio as per census 2011 (provisional).

Key Result Areas (KRA)

The selected NGO is expected to work towards the following result areas:

- Improved Sex Ratio at Birth in the district, compared to current figures.
- Improved awareness regarding PC&PNDT Act amongst of public prosecutors/ Judiciary/ Program nodal officers (district/block officers)
- Termination of sex selective abortions in the district

Objectives:

The NGOs would have to work towards the aforementioned KRAs by working on following objective area (*tentative list of objectives, which will be updated based on bidders' capability*) in close coordination with the concerned Appropriate Authority

- *Conducting awareness-cum-training for public prosecutors / Judiciary in collaboration with National/State/District Legal Service Authority and Appropriate Authorities;*
- *Conducting awareness training programmes for effective implementation of PC & PNDT Act for nodal officers for PNDT in the district/sub-district, medical fraternity etc*
- *Facilitating the Appropriate Authorities in information collection through identifying incidences of female infanticide/female feticide, catching the wrongdoers using decoy customers and effective inter-state coordination for checking incidences of sex selection in border districts.*
- *Monitoring the registration and renewal status of clinics under PCPNDT Act, in collaboration with the Appropriate Authorities.*
- *Identifying the incidences of female infanticide/female foeticide and make the complaints against the violators and follow up the complaints with Appropriate Authorities.*
- *Follow-up of the ongoing court cases, including support to District Appropriate Authorities for building a credible case against violations of the provisions of the PC & PNDT Act and suggest/take action for speedy disposal.*

- *Breaking the chain of referrals (doctors, field workers, dais, etc), if any, for doing sex selective abortions.*
- *Involving the field functionaries and PRIs for capturing data on Sex Ratio at Birth (SRB), early registration of pregnancies and improved birth registration.*
- *Analyzing the data to see if particular families/castes/communities have adverse sex ratio and find out the reason of adverse sex ratio;*

The area of work/objectives identified at the time of MoU will be considered final.

(Key Performance Indicators (KPIs))

The KPIs for the project will be finalized during MOU development, based on aforementioned Objectives and the selected NGO's project implementation plan, in consultation with the selected NGOs. All the objectives will be directed by the identified KPIs.

1.4 Selection of Districts

The following criteria have been used to select the Districts for implementation

- Districts having low child sex ratio in comparison to State average
- Districts with high rate of female infant mortality
- Districts with high number of USG diagnostic centres

Based on the above, the districts shortlisted for the programme implementation are Darbhanga, Purnia and Vaishali.

Name of the District	Total Sex ratio at birth ¹	Total Female IMR ¹	Total USG clinics (registered) ²
Darbhangha	878	51	86
Purnia	887	63	56
Vaishali	885	52	43

1. As per AHS 2012-13

2. As per data available with the SHSB

1.5 Eligibility Criteria for NGOs

NGOs applying under the NGO-PCPNDT scheme must fulfil the following eligibility criteria. The criteria have been grouped into three sections viz. Registration, Experience and Assets. NGOs not meeting any of the following criteria will be disqualified from the process.

Registration

- The NGO should be registered under the Society Registration Act, 1960/ Indian Trust Act, 1882/Charitable and Religious Trust Act 1920/ Companies Act 2013/Companies Act, 1956 or their State counterpart for **not less than three years**
- NGO applying to work in other States, other than that of its registration, should have registered State specific chapters. Alternatively, branches affiliated to a national level federal/organization can be registered with the parent body.

Experience

- Experience in implementation of PC & PNDT Act or related projects (minimum 3 projects) dealing with issues of gender empowerment, for at least three years
- NGOs blacklisted or placed under funding restriction by any Ministry or Department of Centre or State Government, are not eligible to apply under the scheme

Assets

- NGO must have office in the District where the scheme is supposed to be implemented

1.6 Key points to be specified in the proposal

- Complete proposal with clearly defined indicators viz objective, methodology and operational mechanism of implementation along with all supportive documents to be submitted before deadline to the Office of the ED, SHSB
- The schedule of activities to be undertaken by the NGO must be clearly spelt out
- The capabilities and resources of the NGO in undertaking a project of this nature
- Annual report of the NGO, if any
- The budget estimation for the activities to be conducted

1.7 Selection Process

An expert committee/technical committee of the SHSB will evaluate the proposal and decision would be taken regarding fate of the submitted proposals based on the following indicators. The eligible NGOs (as per clause 1.5) would only be able to participate in the selection process.

The process of selection would be broadly based on the following criteria:

S.NO	SECTION	SCORE (POINTS)
1.	Organizational Profile	
1.1	Experience of the organization in projects related to PCPNDT <ul style="list-style-type: none"> – 3 to 4 years – > 4 years to 5 years – Over 5 years 	(20) 10 15 20
1.2	Experience of training community (certificate from concerned departments) <ul style="list-style-type: none"> a. Experience of conducting awareness-cum-training for public prosecutors/Judiciary – 2 marks b. Experience of conducting training programme for effective implementation of PC & PNDT Act or nodal officers for PNDT in the district/sub-contract, medical fraternity – 3 marks 	(5)
1.3	Success of similar projects executed in the past(satisfaction certificate from current/past project financiers from past 3 years) <ul style="list-style-type: none"> – Up to 2 satisfaction certificates – 3 or more satisfaction certificates 	(10) 5 10
2.	Human Resource <ul style="list-style-type: none"> a. Profile of NGO leadership in Bihar – 10 marks b. NGO should have mid- level supervisory staff which consists of Project Coordinator/Training Coordinator/Consultant, Accountant/Data Entry Operator and demonstrate effective support to field level programmes – 10 marks 	(20)
3.	Average annual turnover during last 3 years	(20)
3.1	- Less than 15 lakhs	10
3.2	- More than 15 lakhs and less than 20 lakhs	15
3.3	- Over 20 lakhs	20
	Total	75

The evaluating committee/technical committee would score each proposal, based on the above mentioned sections, based on defined weights.

If required, the selection criteria may be changed by the suitable authority.

In the first step based on the score sheet, shortlisted NGOs will be prepared. **NGOs scoring more than 50 points would be shortlisted** for the second step.

In second step complete reports will be prepared for shortlisted NGOs and will be placed before the expert committee/technical committee for final selection. The shortlisted NGOs will present the

Project plan, based on the proposed objectives, comprising of detailed Project implementation plan and Project management plan at the state level.

The expert committee/technical committee would evaluate the practicality and expected impact of proposal. The expert committee/technical committee would process the recommendation further and subsequently inform the NGO about the approval or rejection after administrative and financial concurrence.

Selected NGO will need to sign a MOU with SHSB.

The SHSB shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Timeline
1	Pre-Application meeting	22/11/2016 at 1200 Hrs
2	Last Date of submission of Applications	12/12/2016
3	Opening of Applications	13/12/2016
4	Desk Review and Scoring of Proposal	Within 7 days of opening of application
5	Declaration of result and letter of award	Within 14 days of opening of application
6	Signing of MoU	Within 21 days after opening of application

MoU with the selected NGOs will be terminated under the following circumstances.

- **Non-performance/financial irregularities:** SHSB may decide to terminate the MoU at any time prior to closing date with a NGO in the event of non-performance and / or financial irregularities observed during audit/internal reviews/independent assessment. Such a decision will be taken only after confirmation of the observations and if required, a written clarification to the observations, from the NGO. The NGO would be given 1 month notice to close the Project.
- **Mutual closure:** An NGO may decide to terminate if it is unable to continue the services. This would be done in consultation with the SHSB, by giving 3 months prior notice. However, before doing so the decision regarding financial deductions/payments taken by the SHSB, regarding financial aspects will be binding on the NGOs.

In all cases of termination of the MoU letter of closure will be issued by the SHSB

All physical / fixed assets procured from the grant would be property of the SHSB and would be disposed off in consultation with the SHSB on terms and conditions mentioned in the MoU or letter of closure.

1.8 Project Duration

The duration of the project would be one year initially. The project may be extended for another one year subject to satisfactory performance, fund availability and need. The performance would be measured in terms of KPIs finalized in the MOU.

1.9 Release of funds

The flow of fund will be from SHSB to NGO. The funds will be released in three instalments:

- a) *40% of the allotted funds on approval (upon receipt of bank guarantee of equivalent amount, valid up to 120 days after completion of all contractual obligations, which shall be received in addition to the performance security. In case of any failure/default of the service provider with or without any quantifiable loss to the government, this amount is liable to be forfeited. TIA may do the needful to cover any failure/default of the NGO with or without any quantifiable loss to the Government)*
- b) *30% of the approved fund on approval after 6 months, based on satisfactory progress of the project*
- c) *Remaining 30% after 12 months based on satisfactory progress of the project.*

Penalties upto 10% may be imposed on these payments in case of any discrepancies identified in committed work plan. These penalties will be based on KPIs identified based on implementation proposal submitted by the SHSB, and accordingly be included in the Agreement.

Also, in case, the duration of the project is reduced, the payment would be made on pro-rata basis.

1.10 Monitoring, Reporting and Evaluation

Performance Indicators

- NGO performance would be evaluated based upon identified measurable outputs (as defined in the signed MoU)
- The MoU would also indicate the TOR of the project and specific benchmarks against which the progress of the project will be evaluated

Reporting

- NGOs to submit monthly report on identified KPIs to the SHSB
- NGOs to submit quarterly progress report (in prescribed format, as decided at the time of signing MoU) to the ED,SHSB
- The Utilization Certificate (UC) against the released fund to be submitted by the NGO to the office of ED, SHSB
- At the end, NGO to submit the project completion report to ED, SHSB. The source of all statistical data quoted in the completion report should be clearly indicated

Evaluation

- The performance of the NGO would be continuously evaluated on the KPIs identified through the monthly reports submitted
- The NGO should mandatorily submit progress reports (physical & financial) every quarter to ED,SHSB

- The District Appropriate Authority/District Nodal Officer would undertake field monitoring visit to NGO project areas to ensure the operational work of the NGO, on monthly/quarterly basis, and the reports would be shared with State Appropriate Authority/State Program Officer.
- The NGO to make presentation to SPO and ED,SHSB on its performance (physical & financial) so as to release the last instalment of 30% of the amount
- Any report which found to be not in true sense of actual activities carried out in the field, accounts for fraudulence which subsequently may lead to legal action against the NGO

1.11 Financial management

Financial Management

The project account shall be maintained on cash system of accounting. The release of grant- in-aid to NGOs will be based on the approved plan, budget, contract period and terms. The amount of grant-in-aid available is Rs. 7.5 Lakhs per year.

The MoU with the grantee will be exercised on Rs. 1000/- judicial stamp paper in duplicate. The stamp paper needs to be provided by the grantee. The first instalment will be considered for release only upon furnishing of the judicial stamp paper above and signing of MoU. Release of subsequent instalments will be considered on receipt of reports / statements as may be prescribed in the MoU.

Bank account

The NGO will have to open a separate savings bank account for this grant-in-aid in any nationalized bank. The account will be opened in the “name of institution”, which shall be operated jointly by at least two office bearers authorized for the purpose by the management committee of the NGO. This account will be exclusively used for the implementation of the scheme of PC-PNDT.

Interest earned from banks on the Grant-In-Aid released to the NGO will be treated as an income

All payment, other than petty payment up to Rs. 2000/- will have to be made by way of crossed cheques only. All salary / honorarium payments shall be made by way of account payee cheque only. The NGO will be authorized to withdraw interest money exceeding Rs. 5000/- at one time and for one purpose to meet the petty expenses.

Bank reconciliation should be carried out on a monthly basis as part of the monthly closing of accounts (latest by the 10th of the following month)

Books of accounts:

The accounts of NGO shall be maintained on cash basis using double entry book keeping principles. Standard books of accounts shall be maintained as per given below:

- Cash Book
- Ledger
- Journal

- Register of temporary advances
- Bank Pass Book
- Cheque Register
- Bill Register
- Establishment (Salary / Honorarium of staff) Register
- Stock Register of non-consumable and consumable article
- Fixed Assets Register
- Any other books of accounts which may be considered necessary for the day to day functioning

The books of account and supporting documents would be made available for inspector to SHSB/State Government for the purpose of review / audit, as required.

Vouchers

The NGO would be required to prepare separate vouchers for cash and bank transactions undertaken during project period. These vouchers should be serially numbered, supported with proper bills and documents, and duly verified by the authorized person of the NGO before its recording in the cash book. All bills and vouchers should be properly defaced by stamping as “Funded by SHSB for PC&PNDT Project.”

For any rectification of entries, the NGO should do the same by passing a journal entry instead of changing the cash / bank voucher. It should be noted that the NGO cannot pass any provisional entry at the end of the financial year or at the end of the project period.

Advances

The advances given by the NGOs to staff members or vendors shall not be booked as expenditure. The expenditure would be booked on receipt of appropriate vouchers approved by the competent authority.

Fixed assets

Every NGO is required to maintain a Fixed Asset Register. Assets acquired by the NGO are treated as fixed asset, but no depreciation is provided on these assets.

All fixed assets should be serially number in accordance with the group / nomenclature of the item and should be entered in the Fixed Asset Register indicating the following details:

- Name and description of the item.
- Date of receipt.
- Supplier’s name.
- Cost of item.
- Guarantee period, if any, and its details.
- Assets identification number.
- Location.
- Remarks with regard to disposal / write-off, etc.

All physical / fixed assets procure from the grant would property of SHSB and would be disposed off in consultation with SHSB on terms and conditions mentioned in the MoU or letter of closure.

Submission of SOE

- i. The Statement of Expenditure (SOE) should be submitted as per the heads and subheads indicated in the approved budget on a quarterly basis to the SHSB as per the standard format **(Appendix-VI)**. At the end of the year, the UC should also be submitted to SHSB as per the standard format **(Appendix-V)**.
- ii. It would be mandatory for the NGO to submit reports/records/expenditure details as prescribed, to the SHSB, District Appropriate Authority and Health department for the purpose of review / audit.
- iii. The utilization certificate for the funds released till date should be submitted in the prescribed performa by the NGO to the SHSB for the release of next instalment.
- iv. At the end of project the NGO should submit a project completion report to the SHSB.

Other conditions:

- i. The grant shall be utilized for the purpose for which it is sanctioned in stipulated time. Any portion of the grant remains unutilized for the purpose it is granted, shall be refunded to the Government by the grantee.
- ii. The SHSB shall have the power to stop further instalments or recall the whole or part of the funds released In case of breach of any of the abovementioned conditions with interest @ 10% per annum from the date of last release.
- iii. The NGO should ensure that the quarterly/ annually SOE so submitted matches with the books of accounts. It should be noted that no alteration would be allowed after the submission of the reports.
- iv. The amount allocated for one purpose as per the sanctioned budget should not be used for other purposes without specific permission of the SHSB even if there are savings. Re-appropriation between the sub-heads (except capital items) upto 10% can be done by NGO from savings under other sub-heads only with the prior approval of the SHSB, provided it is within budget. Funds shall not be diverted or re-appropriated to meet any expenditure which has not been approved or contemplated in the sanctioned budget.

Audited statement of accounts and Utilization certificate

The following reports should be submitted at the activity period or closing of the scheme /contract, whichever is earlier.

- Balance sheet with the list of assets
- Income and Expenditure account
- Receipt and Payment account
- Trial Balance
- Audit report in the prescribed format
- Utilization Certificate

Delay in submission of the above documents would be viewed adversely and result in delay in the release of future Grant-in-Aid.

The unspent cash / bank / advance balance at the end of the financial year shall be carried forward to the next financial year. The unspent cash / bank balance (after adjustment of all advances) at the end of the contract period and audit shall be refunded to the SHSB.

1.12 Contents of Memorandum of Understanding (MoU)

The terms and conditions of the MoU to be signed between the 'State Health Society, Bihar (SHSB)' and the selected NGOs shall be mainly in line with the terms and conditions mentioned in this RFP document. The exact terms and conditions and the 'Key Performance Indicators' shall be decided on the basis of the implementation proposal of the selected agency.

2. Instructions to Applicants

2.A General

2.1 General Terms of Selection

- 2.1.1.** An Agency is eligible to submit only one Application.
- 2.1.2.** An Agency shall be selected for only one district.
- 2.1.3.** The final district allocation shall be based on the selection criteria and the preference of districts provided by the NGO.
- 2.1.4.** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the MoU shall have overriding effect; provided, however, that any conditions or obligations imposed on the Agency hereunder shall continue to have effect in addition to its obligations under the MoU
- 2.1.5.** The Application should be furnished in the format at **Appendix – I & II**, clearly indicating the Application amount in both figures and words, in Indian Rupees, and signed by the Agency's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6.** The Agency shall deposit Application Security of amount INR 15,000/- (INR Fifteen thousand only) in accordance with the provisions of this RFP. The Agency security amount should be in the form of Demand Draft only, in favour of "Executive Director, State Health Society, Bihar" payable at Patna
- 2.1.7.** The validity period of the Demand Draft, as the case may be, shall not be less than 90 days from the Application Due Date, and may be extended by the Agency from time to time. The Application shall be summarily rejected if it is not accompanied by the Application Security.
- 2.1.8.** The Agency should submit a Power of Attorney as per the format at **Appendix – IV**, authorising the signatory of the Application to commit the Agency
- 2.1.9.** The Selection Documents including this Request For Proposal (RFP) and all attached documents are and shall remain the property of the SHSB and are transmitted to the Agencies solely for the purpose of preparation and the submission of an Application in accordance herewith. Agencies are to treat all information as strictly confidential and shall not use it for

any purpose other than for preparation and submission of their Application. The SHSB will not return any Application or any information provided along therewith.

2.1.10. An Agency shall not have a conflict of interest that affects the Selection Process. Any Agency found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SHSB shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

2.2 Scope of Application

Short-listed Applicants may be required to follow the process as per Guidelines for selection of NGOs under PC&PNDT Grant –in-Aid scheme for further processing of application.

2.3 Eligibility of Applicants

For determining the eligibility of Applicants for their pre-qualification here under, the clauses mentioned against para no 1.5 (Eligibility criteria for NGOs) of this document shall apply

2.4 Number of Applications and costs thereof

No Agency shall submit more than one Application for the same district. The Agency shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Selection Process. The SHSB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Agency has:

- i. made a complete and careful examination of the RFP
- ii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SHSB relating to any of the matters
- iii. agreed to be bound by the undertakings provided by it under and in terms hereof

The SHSB shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SHSB.

2.6 Right to accept or reject any or all Applications

2.6.1. Notwithstanding anything contained in this RFP, the SHSB reserves the right to accept or reject any Application and to annul the Selection Process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2. The SHSB reserves the right to reject any Application and appropriate the Application Security if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The Agency does not provide, within the time specified by the SHSB, the supplemental information sought by the SHSB for evaluation of the Application.

2.6.3. In case it is found during the evaluation or at any time before signing of the MoU or after its execution and during the period of subsistence thereof, that one or more of the pre-

qualification conditions, in terms of clause 2.3 of this RFP have not been met by the Agency or the Agency has made material misrepresentation or has given any materially incorrect or false information, the Agency shall be disqualified forthwith if not yet appointed as the NGO either by issue of the Letter of Award (LoA) or signing of MoU. If the Agency has already been issued the LoA or has signed MoU, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the SHSB to the Agency, without the SHSB being liable in any manner whatsoever to the Agency, as the case may be. In such an event, the SHSB shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

2.6.4. The SHSB reserves the right to verify all statements, information and documents submitted by the Agency in response to the RFP. Failure of the SHSB to undertake such verification shall not relieve the Agency of its obligations or liabilities hereunder nor will it affect any rights of the SHSB there under.

2B DOCUMENTS

2.7 Contents of the RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in subsequently.

Invitation for Proposals

- Section 1: PC&PNDT scheme for NGOs
- Section 2: Instructions to Applicants
- Section 3: Criteria for evaluation
- Section 4: Fraud and Corrupt Practices
- Section 5: Pre-application Conference
- Section 6: Miscellaneous

Appendices

- Appendix – I: Letter comprising the Application
- Appendix – II: Application Form
- Appendix – III: Format for Affidavit for not blacklisted
- Appendix – IV: Format for Power of Attorney for signing of Applications
- Appendix –V: Form for Utilization Certificate (UC)
- Appendix – VI: Format for Statement of Expenditure (SoE) for the NGO

2.8 Clarifications

2.8.1. Agency requiring any clarification on the RFP may notify the SHSB in writing only. The SHSB may upload answer to all queries on website without identifying the source of queries.

2.8.2. The SHSB shall endeavour to respond to the questions raised or clarifications sought by the Agency. However, the SHSB reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the SHSB to respond to any question or to provide any clarification.

2.8.3. The SHSB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Agency. All clarifications and interpretations issued by the SHSB shall be deemed to be part of the Selection Documents. Verbal clarifications and information given by SHSB or its employees or representatives shall not in any way or manner be binding on the SHSB.

2.9 Amendment of RFP

At any time prior to the deadline for submission of Applications, the SHSB may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be uploaded on SHSB website. Any addendum issued shall be binding to all Agency/ NGOs.

In order to afford the Agency a reasonable time for taking an Addendum into account, or for any other reason, the SHSB may, at its own discretion, extend the Application Due Date.

2.C PREPARATION AND SUBMISSION OF APPLICATION

2.10 Language

The Application and all related correspondence and documents in relation to the Selection Process shall be in Hindi or English language. For the purpose of interpretation and evaluation of the Application, the Hindi language shall prevail.

2.11 Format and signing of Applications

- 2.11.1. The Agency shall provide all the information sought under this RFP. The SHSB will evaluate only those Applications that are received in the required formats and complete in all respects.
- 2.11.2. The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Agency who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

2.12 Sealing and marking of Applications

- 2.12.1. The Agency shall submit the Application in the format specified at Appendix-I & II, and seal it in an envelope and mark the envelope as “PROPOSAL”. The Agency should provide filled in information along with required documentary proof for each items in the same envelope.
- 2.12.2. Application security amount of INR 15,000/- (Rs Fifteen thousand only) only, in favour of Executive Director, State Health Society, Bihar payable at Patna should be placed in a separate envelope and mark the envelope as Application Security.

2.12.3. The two envelopes specified above shall be placed in an outer envelope, which shall be sealed.

Each of the three envelopes shall clearly bear the following identification:

“Application for grant-in-aid under the PC & PNDT Act, 1994”

and shall clearly indicate the name and address of the Agency. In addition, the Application Due Date should be indicated on the right hand top corner of each of the envelopes.

Each of the envelopes shall be addressed to:

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

2.12.4. If the envelopes are not sealed and marked as instructed above, the SHSB assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.12.5. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13 Application Due Date

Applications should be submitted before 15:00 hours IST on the Application Due Date at the address in the manner and form as detailed in this RFP. The SHSB may, if the need be, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Agencies.

2.14 Late Applications

Applications received by the SHSB after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Application

The Application shall be furnished in the formats at **Appendix – I & II**. The Agency shall specify that Agency is willing to undertake the Project in accordance with this RFP and the provisions of the Memorandum of Understanding (MoU).

Submission Requirement

- i) Application security amount of INR 15,000/- (Rs Fifteen thousand only) in favour of Executive Director, State Health Society, Bihar
- ii) Proposal Form as per Appendix – I & II
- iii) Certificate of NGO registration under the Society Registration Act, 1960/ Indian Trust Act, 1882/ Charitable or Religious Trust Act 1920/ Companies Act, 2013/ Companies Act 1956, and Registration Certificate under 12A/80G/35AC of the Income Tax Act, 1961.
- iv) Experience / Performance Statement along with self-attested copies of orders or any other document in support of performance of services.
- v) CV of the key personals to be involved in this project
- vi) Affidavit Sworn before notary/executive magistrate stating that NGO is not blacklisted by any state government or the central government of India
- vii) Power of Attorney in favour of signatory of Tender Documents.

- viii) Self-attested copy of Audited Annual Report having Balance Sheet, Profit & Loss Statement, Income & Expenditure Statement and other related financial statements of last 3 Financial Year (2013-14, 2014-15 and 2015-16). CA certificate will not be accepted for annual turnover.
- ix) Copy of Income Return (ITR) for the last 3 assessment years (2013-14, 2014-15, 2015-16)
- x) Self-attested copy of PAN/TAN card

2.16 Modifications/ Substitution/ Withdrawal of Applications

2.16.1 The Agency is not allowed to modify, substitute or withdraw its Application after submission of Application. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the SHSB, shall be disregarded.

2.17 Rejection of Applications

Notwithstanding contained in Clause 2.6 above, the SHSB reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever. It is not obligatory for the SHSB to accept any Application or to give any reasons for their decision. The SHSB reserves the right not to proceed with the Selection Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

2.18 Validity of Applications

The Applications shall be valid for a period of not less than 120 days (one hundred and twenty days) from the Application Due Date. The validity of Applications may be extended by mutual consent of the respective Applicant and the SHSB.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Application shall not be disclosed to any person who is not officially concerned with the process. The SHSB will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The SHSB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the SHSB.

2.20 Correspondence with the Agency

The SHSB shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Application.

2.D BID SECURITY

2.21 Bid Security

- 2.21.1. The Applicant shall furnish as part of its Application, an Application Security (bid security) of amount INR 15,000 only (Rupees Fifteen thousand only) in the form of a Bank Draft issued by a Scheduled/ nationalized Bank in India, drawn in favour of the State Health Society, Bihar payable at Patna.
- 2.21.2. The SHSB shall not be liable to pay any interest on the Application Security deposit so made and the same shall be interest free. Any Application not accompanied by the Application Security shall be rejected by the SHSB as nonresponsive.
- 2.21.3. The Application Security of unsuccessful Applicant will be returned by the SHSB, without any interest, within 90 days of opening of the bids.
- 2.21.4. The Selected Applicant's Bid Security will be returned, without any interest, upon signing of the MoU and furnishing the Performance Security in accordance with the relevant provisions thereof.
- 2.21.5. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the SHSB will suffer loss and damage on account of withdrawal of its Application or for any other default by the Applicant during the Application validity period. No relaxation of any kind on Application Security shall be given to any Applicant.
- 2.21.6. Application Security shall be forfeited and appropriated by the SHSB hereunder or otherwise, under the following conditions:
 - a) If an Applicant submits a non-responsive Application;
 - b) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - c) If an Applicant withdraws its Application during the period of Application validity as specified in this RFP and as extended by the SHSB from time to time;
 - d) In the case of Selected Applicant, if it fails within the specified time limit:
 - i. to sign the MoU and/or
 - ii. to furnish the Performance Security within the period prescribed therefore in the MoU
 - iii. In case the Selected Applicant, having signed the MoU, commits any breach thereof prior to furnishing the Performance Security

2. EVALUATION PROCESS

2.22 Opening and Evaluation of Applications

- 2.21.1.** The SHSB shall open the Applications at **1600 hours on the 02/12/2016**, in the Conference Room of SHSB and in the presence of the Applicants who choose to attend.
- 2.21.2.** The SHSB will subsequently examine and evaluate the Applications in accordance with the provisions set out in Section 3.
- 2.21.3.** To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.
- 2.21.4.** Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the SHSB. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.

2.23 Tests of responsiveness

Prior to evaluation of Applications, the SHSB shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- a) it is received as per the format at **Appendix – I & II**;
- b) it is received by the Application Due Date including any extension thereof
- c) it is signed, sealed, hard bound and marked as directed
- d) it is accompanied by the Application Security (bid security)
- e) it is accompanied by the required Power(s) of Attorney (**Appendix –IV**) and affidavit for not being blacklisted (**Appendix-III**)
- f) it contains all the information like audited balance sheets, photocopy of PAN number, etc. as requested in this RFP
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof

The SHSB reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SHSB in respect of such Application.

2.24 Clarifications

- 2.24.1. To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the SHSB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2. If an Applicant does not provide clarifications sought within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the SHSB may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the SHSB.

2.F QUALIFICATION AND SELECTION

2.25 Short-listing and notification

After the evaluation of Applications, the SHSB will announce list of shortlisted Applicants. At the same time, the SHSB would notify the other Applicants that they have not been shortlisted. The SHSB will not entertain any query or clarification from Applicants who fail to be shortlisted.

2.26 Performance Security

The selected Agency shall be required to deposit performance security in the form of Bank Guarantee valid up to 90 days beyond completion of all contractual obligation of the both the parties (SHSB and the Agency) as per this RFP. The amount of performance security should be **5% (five per cent) of total budget of that particular district.**

2.27 Proprietary data

All documents and other information supplied by the SHSB or submitted by an Applicant to the SHSB shall remain or become the property of the SHSB. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The SHSB will not return any Application or any information provided along therewith.

3. Criteria for Evaluation

3.1 Evaluation parameters

The SHSB shall follow the steps as suggested in Guidelines for selection of NGOs (Proposals under PC & PNDT Act, 1994). The steps are provided in the Section 1.7 of this document. The Application of all Agencies shall be evaluated as per the above mentioned clause. The Agencies are required to fill up the details accordingly and submit along with all relevant documentary proof to support the claim. The SHSB shall evaluate based on the documents submitted by Agency.

Note:

- (i) The Agency is required to take due diligence in providing the details.*
- (ii) There is no limit on number of districts an agency can apply; however, an NGO shall not be allotted more than one districts.*
- (ii) The eligibility criteria as mentioned above are for one District only. The requirement shall increase in proportion to number of districts applied by an agency.*

3.2 Short-listing of Applicants

As mentioned in Section 1.5, the Agency should meet the criteria to be considered for grant-in-aid. Outcome of above process will be announced on the SHSB website.

3.3 Contacts during Application Evaluation

Applications shall be deemed to be under consideration immediately after they are opened and until such time the SHSB makes official intimation of award/ rejection to the Agencies. While the Applications are under consideration, Agencies and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the SHSB and/ or their employees/ representatives on matters related to the Applications under consideration.

4. Fraud and Corrupt Practices

- 4.1 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.

- 4.2 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.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB who is or has been associated in any manner, directly or indirectly, with the Selection Process.
 - ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
 - iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the SHSB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Pre-Bid Conferences

A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of SHSB letter from the Applicant.

During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the SHSB. The SHSB shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. Miscellaneous

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 6.2 The SHSB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - b) consult with any Applicant in order to receive clarification or further information
 - c) retain any information and/ or evidence submitted to the SHSB by, on behalf of, and/ or in relation to any Applicant
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the SHSB, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 **Termination Clause:** If the Agency fails to abide by the terms & conditions of this document after signing of the MoU or commits any breach of terms of contract by violating the terms & conditions as laid down in this RFP or MoU which has been accepted by the Agency, the Agency may be liable for its blacklisting. The performance security submitted by the Agency shall be forfeited and appropriated by the SHSB.

Appendix – I: Letter comprising the Application

Dated:

To,
The Executive Director,
State Health Society, Bihar,
Parivar Kalyan Bhawan, Sheihpura
Patna – 800014, Bihar

Subject: Application for grant in aid under PC&PNDT Act,1994

Dear Sir,

1. With reference to your RFP document..... dated,we, having examined the RFP document and understood its contents, hereby submit our Application for Qualification as the NGO for grant-in-aid for the following districts, in the order of preference:
 - a) First Preference:(name of districts).
 - b) Second Preference:(name of districts).
 - c) Third Preference:(name of districts).*(Strike out any blank column, if not applying for all three districts)*

We acknowledge that we understand that only one district shall be allotted to us, if shortlisted, based on this preference list against availability of districts.

2. We acknowledge that the SHSB will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for grant-in-aid, and we certify that all information provided in the Application and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a NGO for grant-in-aid.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the SHSB to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We certify that in the last three years, we were not involved in any kind of financial irregularities.
8. We declare that:
 - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest as per clause 2.1.8 of this RFP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document; and

- (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for selection, without incurring any liability to the Applicants.
 10. We declare that we are not a Member of any other agency applying for pre-qualification.
 11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
 12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. We further certify that no investigation by a regulatory authority is pending either against us or against our Chairman/ CEO/ MD or any of our directors/ managers/ employees.
 14. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 15. The power of attorney for signing of application, as per format provided at Appendix - IV of the RFP is also enclosed.
 16. We understand that the selected Agency shall be an existing NGO incorporated under the relevant Indian Societies Act.
 17. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SHSB in connection with the selection of Applicants, or in connection with the selection Process itself, in respect of the above mentioned work and the terms and implementation thereof.
 18. We agree and undertake to abide by all the terms and conditions of the RFP document.
 19. We agree and undertake to be severally liable for all the obligations of till occurrence of Financial Close in accordance with the MoU.

In witness thereof, we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

Appendix-II: Application Form

Section A: Basic Information

1. Name of the Organization: _____

2. Postal Address: _____

PIN: _____

District: _____

3. Telephone: _____ Fax: _____ E-mail: _____

4. Legal status: () Society () Trust () Others (specify)

5. a) Registration Details

S.No.	Particulars	Registration no.	Date
I	Indian Trust Act, 1882		
li	Society under Societies' Registration Act 1960		
lii	Non-profit company under Indian Companies Act 1956		
lv	Registration under Foreign Contribution (Regulation) Act, 1976		
V	Income tax registration:		
	-Under Section 12 A		
	-Under Section 80 G		
	-Under Section 35 AC		
	-Any other Section		

b) Whether organization is of all India character.

6. Details of office bearers of the Organization:

S.No	Name & Address	Male/Female	Age	Post	Qualification	Profession	Annual

7. Details of Managing Committee members of the Organization:

S.No	Name & Address	Male/Female	Age	Post	Qualification	Profession	Monthly

8. Facilities available with the organization:

Sl.No.	Details	Type
I	Infrastructure	
A	Land	Place: Value:
B	Office Building	Place: Value:
C	Office automation equipment(computer, fax, telephone, etc)	
II	Staff Number	
A	Administrative (Total)	
	-Permanent	
	-Temporary	
B	Technical (Total)	
	-Permanent	
	-Temporary	
III	Any other facility(specify)	

9. a) Details of the project(s) implemented by the organization during the last 5 years

S.No	Name of the project	Area/ location	Duration		Population		Funding (in Rs.)	Source of fund
			From	To	Type of beneficiaries	No. of beneficiaries		

b) Details of the Gender/ PCPNDT project(s) implemented by the organisation during the last 3 years:

Name of the Project	Project Area	Year of implementation	Source of funds	Expenditure (Rs. In Lakhs)

10. Please provide basic information on the key projects carried out by the organisation in the last 3 years (5 lines maximum for each project over the last 3 years). Please attach separate sheet.

11. Details of the annual budget of the organisation for the last 3 years:

	Source	Amount

12. Whether the organisation is represented in any committee set up by the Government agencies/ departments? Yes () No (). If yes, Please provide details.

S.No.	Name of the Committee	Purpose

13. Whether blacklisted or placed under funding restriction by any Ministry or Department of the Government of India? Yes () No (). If yes, Please provide details. If No Please provide the NOC certificate for the same on stamp paper (Rs. 100/-)

14. Brief profile of the organisation

15. Any other noteworthy information regarding the infrastructure (briefly) Please attach separate sheet.

16. Contact Person: _____

Designation: Contact No _____

Section B: PROJECT DETAILS

PROPOSAL FORMAT

Please use formats provided – add extra photocopies if necessary. The proposal must include all the following sections in the order listed:

1. Name of the project:
2. Duration of the Project:
3. Name of Districts proposed to be covered:
4. Rationale, Vision, goals & objectives, target groups, methodology, strategies, interventions and activities, outcome indicators, work plan, monitoring and evaluation indications and mechanisms.
6. Does your organization have its main office or branch office in the project area? If yes, please furnish the full postal address, Phone No. and Fax No.
7. What is the distance between the Head-Office of your organization and the project area?

Section C: Documentation Required

1. Copies of the following documents need to be provided along with this form:
 - Society/Trust Registration Certificate clearly mentioning date of registration
 - Memorandum & Articles of Association along with the latest filed return/Trust Deed, including the organisational structure and project wise organogram
 - List of Board/Governing Body Members with contact details and occupation
 - Activity Report/Annual Report of the organisation for the last 3 years
 - Annual Audit Report of the organisation for the last 3 years
 - Income Tax Registration and Exemption Certificate, if any
 - NOC certificate on stamp paper
2. Photographs of the project activities.
3. Name and designation of the person filling this form:

Declaration

I, _____ working as _____ in
_____, hereby certify that all information given above is correct to the best of my
knowledge.

Signature: _____

Date: _____

Place: _____

Appendix – III: Format for Affidavit for Non-Inclusion in the Blacklist

(Attested by Notary/Executive Magistrate)

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF INR 100 DULY NOTARIZED ATTESTED BY NOTARY/EXECUTIVE MAGISTRATE

Format for Affidavit certifying that Entity/ Promoter(s)/ Director(s)/ Members of Entity are not blacklisted

AFFIDAVIT

I, _____ sole proprietor/partner/authorized signatory of M/s. _____ having its principal place of business/ registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____ / Or That ours is NGO/ Trust registered in terms of provision of *the Society Registration Act, 1960/ Indian Trust Act, 1882/ Charitable and Religious Trust Act 1920* Or That ours is partnership firm having partners as under:- Full Name of partners. (a) (b) (c) (d) Or That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013. (Delete which is not applicable while typing affidavit)

2. That I hereby confirm and declare that my/our NGO/Trust/firm/company M/s..... is not blacklisted/delisted or debarred or on Holiday list with State Health Society, Bihar / or any entity of GOB or any other State Government/ Government of India/ any Government organisation or Government Company or any company of Private/Public Ltd. Or any International Funding Agency or any other funding agency for bid rigging, cartelization/ corrupt or fraudulent practices/unethical/negligence of duty/financial irregularity from participating in any tender as on (date of signing application).

3. That I hereby confirm and declare that my/our NGO/Trust/firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act as on date.....

4. That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false or in case of material misrepresentation at any stage, my/our NGO/ Trust/ firm/ company shall stand debarred from the present and future tenders of the SHSB. Besides, SHSB shall be entitled to take all such actions as may be deemed fit including termination of MOU, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the MOU and amount paid till date shall stand forfeited without further intimation.

Name of the Applicant

(Signature of the Proprietor/ Managing Partner/Director/ Authorised Signatory with Seal)

DEPONENT

Verified at on.....that the contents of paras 1 to 4 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director/ Authorised Signatory with Seal)

DEPONENT

(Signature & Seal of Notary/Executive Magistrate)

Appendix – IV: Format for Power of Attorney

(On a Stamp Paper of INR 100)

Know all men by these presents, We M/s.....

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr/
Ms..... (name and residential address, PAN and identity proof), duly
approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who
is presently employed with us and holding the position of
as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our application for “Selection of Grant-In-Aid for PCPNDT” for
.....” (name of district) including signing and submission of all documents and
providing information/ responses to the State Health Society, Bihar, representing us in all matters
before State Health Society, Bihar in all matters in connection with this bid. We hereby agree to ratify
all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and
that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to
have been done by us.

Dated this the day of 2016 For _____

(Name, Designation and Address of Authorised Signatory)

Accepted _____ (Signature)

(Name, Title and Address of the Nominated Attorney)

Date: _____

Signed in the presence of the undersigned witnesses

Witnesses:

1. (Name and Signature)

2. (Name and Signature)

Appendix-V: Form of Utilization Certificate

Certified that out of Rs of grants-in-aid during the period.....in favour of.....under this Ministry/Department Letter No. given below and Rs.....on account of unspent balance of the previous period, a sum of Rs.....has been utilized for the purpose of.....for which it was sanctioned and that balance of Rs.....remaining unutilized at the end of the period has been surrendered to Government (vide No.....dated.....)/ will be adjusted towards the grants-in-aid payable during the next period.....

S.No.	Letter No. and Date	Amount

2. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have duly fulfilled/are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised

- 1.
- 2.
- 3.
- 4.
- 5.

Signature.....

Designation.....

Date.....

Appendix –VI: Statement of expenditure for NGO

in respect of _____ for Q.E.

_____ Amount in INR

S.N o.	Heads of Expenditure	Annual Budget	Budget for the quarter ending _____ _____	Expend-iture for the quarter ending _____ _____	Cumulative Expenditure upto the quarter ending _____	Amount of variance	Reasons for variance
A	NON-RECURRING						
A.1							
A.2							
A.3							
A.4							
A.5							
Sub-total non-recurring							
B	RECURRING						
B.1							
B.2							
B.3							
B.4							
B.5							
B.6							
B.7							
C	HUMAN RESOURCES						
C.1							
C.2							
C.3							
C.4							
C.5							
Sub-total human resources							

S.N o.	Heads of Expenditure	Annual Budget	Budget for the quarter ending _____	Expend-iture for the quarter ending _____	Cumu-lative Expen-diture upto the quarter ending _____	Amount of Variance	Reasons for variance
D	PROJECT ACTIVITIES						
D.1							
D.2							
D.3							
D.4							
Sub-total project activities							
E	OTHERS						
E.1							
E.2							
E.3							
E.4							
E.5							
Sub-total Others							
TOTAL							

Appendix –VII: CV of Key Personnel

Please provide detailed professional profiles of the staff proposed. The profile for a single staff member must not exceed two pages.

Description	Details
Name	
Designation	
Role proposed for	
Current responsibilities in the responding firm	
Total years of experience	
Total years of relevant experience	
Years of experience with the responding firm	
<ul style="list-style-type: none">• Degree• Academic institution graduated from• Year of graduation• Specialization(if any)	
Professional certifications (if any)	
Professional experience details(project wise) <ul style="list-style-type: none">• Project name• Department/Government/client• Key features in brief• Location of the project• Designation• Role• Responsibilities and activities• Duration of the project	
Covering Letter: Summary of the Individual's experience which has direct relevance to the project (maximum 1 page)	

Each CV must be accompanied by the following undertaking from the staff member:

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Date:

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

FORM – E: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/FIRST INSTALMENT

To

_____ (name and address of Tender Inviting Authority)

WHEREAS _____ (Name and address of the selected agency) (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 Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider 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