

**DRAFT DOCUMENT ON EXPRESSION OF INTEREST (EOI) FOR
SELECTION OF NGOS UNDER NATIONAL TOBACCO CONTROL
PROGRAMME (NTCP) FOR ORGANIZING SCHOOL PROGRAMME IN 19
DISTRICTS IN THE STATE**



राज्य स्वास्थ्य समिति, बिहार



Notice Inviting Tender

For

Selection of Non-Government Organizations (NGOs) under the National Tobacco Control Programme (NTCP) for organizing School Programme at district & sub-district levels in 19 districts of Bihar i.e., Patna, Nalanda, Purnia, Kishanganj, Katihar, Saharsa, Supaul, Bhagalpur, Munger, Lakhisarai, Khagaria, Darbhanga, Madhubani, Samastipur, Muzaffarpur, Champaran East, Champaran West, Vaishali and Gaya.

State Health Society, Bihar
Parivar Kalyan Bhawan,
Sheikhpura, Patna - 800014
Ph: (+91) 8544402010

Website: www.statehealthsocietybihar.org

DISCLAIMER

The information contained in this Expression of Interest(EoI) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this Expression of Interest(EoI) and such other terms and conditions subject to which such information is provided.

This Expression of Interest(EoI) is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Applicants or any other person. The purpose of this Expression of Interest(EoI) is to provide interested parties with information that may be useful to them in making their applications pursuant to this Expression of Interest(EoI). This Expression of Interest(EoI) may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this Expression of Interest(EoI). The assumptions, assessments, statements and information contained in this Expression of Interest(EoI) document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this Expression of Interest(EoI) to the Applicant(s) 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Expression of Interest(EoI) or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this Expression of Interest(EoI) or arising in any way.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this Expression of Interest(EoI).

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Expression of Interest(EoI).

The issue of this Expression of Interest(EoI) does not imply that the Authority is bound to select an Applicant and the Authority reserves the right to reject all or any of the Applicants or Applications without assigning any reason whatsoever.

NOTICE FOR TENDER

1. The State Health Society, Bihar (SHSB) intends to shortlist Non-Governmental Organizations (NGOs) for carrying out School Programmes for Tobacco Control e.g. "Tobacco Free Schools" initiatives and other activities including awareness about provisions under Anti-Tobacco Law, ill effects & health hazards of Tobacco use. The State Health Society, Bihar (SHSB) invites application from eligible Non-Governmental Organizations (NGOs) to indicate their Interest in providing the services as mentioned in the Scope of Work (SoW) in this Expression of Interest(EoI).
2. Interested & qualified NGOs may submit "Expression of Interest(EoI)" mentioning the name of the districts, along with brief profile, details of past experience of executing similar assignments and other related documents, as per the term and conditions mentioned in this EoI, in a sealed envelope clearly superscripted as "**Expression of Interest for "School Programme under NTCP"**" by speed post/registered post(Courier will not be allowed) at the office of "**The Executive Director, State Health Society, Government of Bihar, Parivar Kalyan Bhavan, Sheikhpura, Patna – 800014** on or before **21st March,2017 at 02:00 PM** and may obtain further information about the services, procedures for submitting the EoI from the website (www.statehealthsocietybihar.org).
3. This EoI comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in subsequently.

(A) Invitation for Applications

- Section 1: Introduction
- Section 2: Instructions to NGO
- Section 3: Evaluation of Applications
- Section 4: Fraud and Corrupt Practices
- Section 5: Pre-application Conference
- Section 6: Miscellaneous

(B) Annexures

- Annexure – A: Letter comprising the Application
- Annexure – B: Bank Guarantee for Performance Security (PS)
- Annexure – C: Format for Power of Attorney for signing of Applications
- Annexure – D: Declaration of Applicant
- Annexure – E: Format for submission of EoI
- Annexure – F: Check-list for NGO

4. The Applications submitted up to the scheduled date and time shall be opened on the same day at 03:00 PM. In the event of any of the above-mentioned dates being declared a holiday/closed day for the State Health Society, Bihar, the Applications will be received/opened in the next working day at the scheduled time. The NGOs' authorized representatives may attend the application opening on the date and time as mentioned below in **Para 5**.

5. Schedule of Selection Process

Sl. No	Description	Timeline
1.	Last Date of submission of Applications	21st March,2017 at 2:00 PM
2.	Pre-Application Meeting (Date & Time)	8th March,2017 at 11:30 PM
3.	Opening of Applications	21st March,2017 at 3:00 PM
4.	Stage 1: Desk Review & Scoring of Proposal	Within 20 days after opening of the Applications.
5.	Stage 2: Presentation by the shortlisted NGOs	Within 60 days after opening of the Applications.
6.	Declaration of Result	Within 75 days after scoring of the presentation.
7.	Signing of the Tripartite MoU	Within 7 days of the declaration of the result

6. All applications, must be accompanied by Earnest Money Deposit (EMD) as mentioned. Tenders without EMD will be rejected.
7. The budgetary allocation for school programme is **Rs.7 lakhs per year per district**.
8. The NGOs shall make sure that exactly, seventy (70) schools in one district per year should be adopted and included in school awareness programme. Selection of the schools should be done carefully by the short-listed NGOs with a combination of government and other schools. The programme should target the students of middle school, and onwards, as mentioned in the **Clause B: SCOPE OF WORK(SoW), in Section 2**.
9. The NGOs' selection is being guided as per the procedures set out by SHSB and the following documents namely:
 - (i) Guidelines for selection of NGOs under National Tobacco Control Programme (NTCP) and
 - (ii) Guideline for NGO involvement under National Health Mission (NHM) in the 12th Five Year Plan.
10. The SHSB/STCC will be following a two-stage process for selection of NGO, as mentioned below:

Stage	Activity
1 st stage	In the 1 st stage, the NGO will be evaluated & marked on the scoring criteria, as mentioned in sub-clause 2: Criteria for Evaluation in Clause D, Section 3 . The NGOs scoring more than sixty five (65) marks, will qualify for the 2 nd stage.
2 nd stage	1. The short-listed NGOs from 1 st stage, will be required to give a presentation (in max. 10 slides) on any single identified areas, out of the 13 areas listed in sub-clause 7, Clause B, Section 2 .

Stage	Activity
	2. The NGOs will be evaluated and marked on the parameters as mentioned in sub-clause 3, Clause 3, Section 3 . 3. A list of NGO per district will be prepared on the mark basis. 4. At this point, the NGO will be declared as the NGO for undertaking the School Programme under NTCP for the relevant district. 5. NGO getting the highest marks shall be declared as the 1 st NGO for that District.

11. The NGO's should conduct the programme as per the Operational Guidelines of National Tobacco Control Programme (NTCP), and are required to impart training & conduct activities as mentioned in this Expression of Interest (Eol)& the Tripartite MoU.
12. The entire content of the training cum orientation modules and activities listed has been developed by State Health Society, Bihar after referring to the
 1. "A Guideline for Teachers under NTCP" published by the Directorate General of Health Services(DGHS), Ministry of Health & Family Welfare (MoHFW), Government of India (GoI),
 2. Manual on Tobacco Control in Schools by World Health Organization(WHO) &
 3. Other IEC/Campaign materials developed by MoHFW,
 and will be shared with the selected NGOs, at the time of signing of the Tripartite Memorandum of Understanding(MoU).
13. SHSB reserves the right to accept or reject any or all tender or change the terms and condition of the Eol or cancel the Eol without assigning any reasons at any stage and time.
14. For any further clarification, please contact State Programme Officer (SPO-NTCP), State Tobacco Control Programme (STCP), State Health Society, Bihar(SHSB) on the phone no: (+91) 8544402010 only during official working hours (09:30 AM to 06:00 PM) or email ID: ntcpbihar@gmail.com.
15. All further, notifications/amendments, if any shall be posted on **www.statehealthsocietybihar.org**. No separate communication shall be made to individual applicants.

Executive Director
State Health Society, Bihar

ACRONYMS

BG	Bank Guarantee
COTPA	Cigarettes & other Tobacco Products (Prohibition of Advertisement and Regulation of Trade & Commerce, Production, Supply & Distribution) Act
CV	Curriculum Vitae
DD	Demand Draft
DGHS	Directorate General of Health Services
DHS	District Health Society
DTCC	District Tobacco Control Cell
EMD	Earnest Money Deposit
EoI	Expression of Interest
FCRA	Foreign Contribution Regulation Act
GATS	Global Adult Tobacco Survey
GoI	Government of India
IEC	Information, education and Communication
MoA	Memorandum of Agreement
MoHFW	Ministry of Health & Family Welfare
MoU	Memorandum of Understanding
NCC	National Cadet Corps
NFHS	National Family Health Survey
NGO	Non- Government Organizations
NHM	National Health Mission
NSS	National Service Scheme
NTCP	National Tobacco Control Programme
PAN	Permanent Account Number
SHSB	State Health Society Bihar
SoE	Statement of Expenditure
STCC	State Tobacco Control Cell
UC	Utilization Certificate
WHO	World Health Organization

SECTION 1: INTRODUCTION

Tobacco use is the single largest preventable cause of death. It kills nearly 54 lakhs people globally every year. India is the world's second largest consumer of tobacco. More than one million Indians die annually due to tobacco related diseases.

The high consumption of tobacco in the country is a matter of serious Public Health concern. The Government of India, launched the National Tobacco Control Programme (NTCP) in the year 2007-08 with the aim to

- (i) Creating awareness about the harmful effects of tobacco consumption, and,
- (ii) Reducing the production & supply of tobacco products, and,
- (iii) Ensuring effective implementation of the provisions under the "Cigarettes & other Tobacco Products (Prohibition of Advertisement and Regulation of Trade & Commerce, Production, Supply & Distribution) Act,2003 (COTPA)", and,
- (iv) Helping the people quit tobacco use, and,
- (v) Facilitate implementation of strategies for prevention & control of tobacco advocated by the who framework of tobacco control.

The main thrust areas of the National Tobacco Control Programme(NTCP) are as follows:

- (i) Training of Health & social workers, NGOs, school teachers, and enforcement officers;
- (ii) Information, education, and communication (IEC) activities;
- (iii) School Programmes;
- (iv) Monitoring of tobacco control laws;
- (v) Coordination with Panchayati Raj Institutions for village level activities;
- (vi) Setting-up and strengthening of cessation facilities including provision of pharmacological treatment facilities at the district level

NTCP has been implemented through a three-tier structure i.e. (i) National Tobacco Control Cell (ii) State Tobacco Control Cell & (iii) District Tobacco Control Cell [subsumed in the flexipool for Non-Communicable Diseases (NCDs) under the National Health Mission (NHM)].

According to the Global Adult Tobacco Survey Report 2009-2010 (GATS) 54% adults (66% men and 40% women) are using tobacco in some form or other in Bihar. Whereas, 36% adults and 32% non-smokers are exposed to second hand smoke at workplace while 60% adults and 75% non-smokers are exposed to second hand smoke at home. Nearly 15% of the young children in the age group of 13-15 use tobacco in smoke form or other while 27.4% boys and 8.3% girls in the age group of 15-24 use tobacco. As per NFHS-4 (2015-16), In Bihar, the percentage of women who use any kind of tobacco is 2.8 and men are 50.1.

Under National Tobacco Control Programme (NTCP), School awareness programmes are required to be conducted by District Health Society(DHS) to help the youth and the adolescents to acquire the knowledge, attitude and skills, that are required to make informed

choices and decisions and understand the consequences of tobacco use. It will sensitize and empower students to contribute to the creation of tobacco-free environment in which they can learn and live.

Therefore, the State Health Society, Bihar (SHSB) intends to shortlist Non-Governmental Organizations (NGOs) for carrying out School Programmes for Tobacco Control at district & sub-district levels e.g. "Tobacco Free Schools" initiatives and other activities including awareness about provisions under Anti-Tobacco Law, ill effects & health hazards of Tobacco use in 19 districts of Bihar i.e., Patna, Nalanda, Purnia, Kishanganj, Katihar, Saharsa, Supaul, Bhagalpur, Munger, Lakhisarai, Khagaria, Darbhanga, Madhubani, Samastipur, Muzaffarpur, Champaran East, Champaran West, Vaishali and Gaya.

SECTION 2: INSTRUCTIONS TO NGO

A. GENERAL TERMS OF SELECTION

1. An NGO can apply for a maximum of 5 districts out of 19 districts. The eligibility criteria (**Clause C: Eligibility Criteria for Applicants, Section 2: Instructions to NGO**) shall increase proportionately with the number of districts applied, e.g., for any NGO to apply for two districts, it should be having average annual turnover of Rs.30,00,000/- for 3 districts will be Rs 45,00,000 and 5 districts it will be Rs. 75,00,000, else, the application(s) will be rejected for all applied districts, by the concerned NGO.
2. The Application should mention clearly the name of district(s) the NGO is interested.
3. No NGO shall submit more than one Application in the same district.
4. The NGO shall deposit Application Security/Earnest Money Deposit (EMD) of amount INR 30,000/- (Rupees Thirty thousand only) per district. The NGOs applying for more than one district, the EMD amount will increase proportionately with the number of districts applied e.g., for 2 districts, EMD will be Rs. 60,000/- for 3 districts it will be Rs. 90,000/- and so on. The Application security amount should be in the form of Demand Draft (DD) only.
5. The NGO shall be responsible for all the costs associated with the preparation of their Applications and their participation in the Selection Process and that State Tobacco Control Cell (STCC) will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
6. The validity period of the Demand Draft shall not be less than 150 days from the prescribed last date for submission of Application, and may be extended by the NGO from time to time. The Application shall be summarily rejected, if it is not accompanied by the Application Security.
7. 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.
8. Unsuccessful bidders' earnest money (EMD) will be returned to them without any interest, within 60 days from the date of finalization of EoI. Successful applicant's earnest money (EMD) will be returned without any interest, within 30 days from the date of receipt of valid performance security (PS).
9. EMD shall be forfeited and appropriated by the SHSB hereunder or otherwise, under the following conditions:
 - 9.1 If an Applicant submits a non-responsive Application
 - 9.2 If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as mentioned in **Section 4: Fraud and Corrupt Practices**.
 - 9.3 If an Applicant withdraws its Application during the period of Application validity as specified in this EoI and as extended by the SHSB from time to time,
 - 9.4 In the case of Selected Applicant, if it fails within the specified time limit –
 - (A) to sign the Tripartite MoU and/or
 - (B) to furnish the Performance Security (PS) within the period prescribed thereof or
 - (C) Withdraw its application agreement to proceed with the contract work before signing the agreement

- (D) In case the Selected Applicant, having signed the Tripartite MoU, commits any kind of breach, thereof even before start of contract assignment/service.
10. The Eol shall be valid for a period of not exceeding 150 days starting from the prescribed last date of submission of Eol.
 11. The Application signed by the NGO authorised signatory. Should be furnished in the format at **Annexure - A**.
 12. The NGO should submit a Power of Attorney (PoA) as per the format at **Annexure-C**, authorising the signatory of the Application to commit the NGO.
 13. The Submitted documents including this Expression of Interest(Eol) and all attached documents are and shall remain the property of the SHSB.NGOs 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 State Health Society Bihar (SHSB) will not return any Application or any documents/information provided along therewith.
 14. Notwithstanding anything to the contrary contained in this Eol, the detailed terms specified in the Tripartite MoU shall have overriding effect; provided, however, that any conditions or obligations imposed on the NGO, hereunder shall continue to have effect in addition to its obligations under the MoU/Agreement.
 15. An NGO shall not have a conflict of interest that affects the Selection Process. Any NGO found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the State Health Society Bihar (SHSB) shall forfeit and appropriate the Application/Performance Security(PS).

B. SCOPE OF WORK(SoW)

1. Under the National Tobacco Control Programme(NTCP), the selected NGO's shall be responsible for carrying out the below mentioned key activities, as an implementing agency at the district level for and on behalf of District Health Society (DHS)
 - 1.1 Awareness generation campaigns - For creating awareness about ill effects of the tobacco among school teachers, Students, from time to time.
 - 1.2 Training and Capacity building program for the school teachers, students about Anti Tobacco Law, and other state specific tobacco related issues.
 - 1.3 To carry out School Programmes for Tobacco Control e.g. "Tobacco Free Schools" initiatives and other activities including awareness about provisions under Anti-Tobacco Law, ill effects and health hazards of tobacco use.
2. The target groups should include both (Male/Female) students (from Middle School and onwards) and teachers, as per table below:

School Level	Class
Middle School	5 th to 8 th standard/grade
Secondary School	9 th to 10 th standard/grade
Higher Secondary School	11 th to 12 th standard/grade

3. The NGOs should strictly adhere to the selection criteria for short-listing schools, as

mentioned below:

3.1 The selection of schools, should cover the complete geography of the district and must not be confined to any particular Block within the periphery of the district.

3.2 The schools, are categorized into:

Sl.No	Type of school	Definition
1.	Government	Funded and/or run by a governmental entity
2.	Other	Funded and/or run by a private entity, NGO, Charitable Institution, Religious trusts, Societies or Trusts, Islamic Madrasah Schools etc.

3.3 The NGOs must strictly adhere to the proportion/count for selection of schools as per education levels, listed below:

School Level (No. of schools)	Count of schools	
	Government	Other
Middle School (14)	7	7
Secondary School (28)	14	14
Higher Secondary School (28)	14	14

3.4 The NGO must ascertain active partnership & involvement of a minimum fifty (50) (Male/Female) students per school. The NGO must pre-select & short-list the schools based on the number of students studying in the school.

Note:

The NGO are required to identify and shortlist & undertake School Awareness Programme in exactly, 70 schools in a district. Under no circumstances, shall an NGO deviate from the stated norms for selection of schools, listed above, and will be required to report & take informed consent from DHS for the following, but not limited to:

Sl. No	Issue	Required Consent or approval from DHS
1.	Less number of schools(Government/Other) within an education level (Middle/Secondary/Higher secondary)	Increase the count of schools in other category (Other/Government) within the education level
2.	Less number of schools (Government + Other) within an education level (Middle/Secondary/Higher secondary)	Increase the count of schools (Government + Other) in the immediate higher level
3.	Less than 70 (Government+Other) schools, across the education levels (Middle/ Secondary/Higher Secondary) within the district	Include schools at the Primary Level (1st to 5th standard/grade) in the programme
4.	Less than 14 schools (Government+Other) in a block within a district	Increase the count of schools (Government+Other) in other blocks within the district.

5.	Less than 5 blocks accessible in a district	Increase the count of schools (Government+Other) in other blocks within the district.
6.	Less than fifty (50) students studying in a school in the education levels (Middle/Secondary/Higher secondary)	<ul style="list-style-type: none"> ➤ Seek approval for undertaking training cum orientation, citing the reason for the shortfall in participation. ➤ Take students from Primary level in the school, if available.

4. The NGOs has to mandatorily ascertain the active participation and involvement of the Female students in the awareness programmes across all the modules.
5. The NGO's should conduct the programme as per the Operational Guidelines of National Tobacco Control Programme (NTCP), and are required to impart training cum orientation & conduct activities as mentioned in this Expression of Interest (Eoi).
6. The entire content of the training cum orientation modules and activites listed has been developed by State Health Society, Bihar after referring to the
 4. "A Guideline for Teachers under NTCP" published by the Directorate General of Health Services(DGHS), Ministry of Health & Family Welfare (MoHFW), Government of India (GoI),
 5. Manual on Tobacco Control in Schools by World Health Organization(WHO) &
 6. Other IEC/Campaign materials developed by MoHFW, and will be shared with the selected NGOs, at the time of signing of the Tripartite Memorandum of Understanding(MoU).
7. The training cum orientation should cover the following areas:
 1. Tobacco Free School Programme
 - A. Roles and responsibilities of management & staff
 - B. Methodology to train students, for management & staff
 - C. Identification of Peer Leaders/students
 - D. Activities to be done by the staff/ students at the classroom level
 - E. Self-evaluation tool for school based tobacco control programme
 2. Burden of tobacco use in India
 3. Ill effects of tobacco use.
 4. Harmful contents of tobacco
 5. Harmful effects of tobacco use on health
 6. Harmful effects of Second Hand Smoke
 7. Effects of tobacco on environment
 8. Social Consequences of tobacco use
 9. How to say no to tobacco
 10. Tobacco Control Laws in India
 11. Misguiding advertisements/promotion of tobacco products
 12. Counselling of the students against usage of tobacco in collaboration with District Tobacco Cessation Centres.
 13. Role of parents in Tobacco control/Cessation

8. The NGOs are required to conduct the training cum orientation programme in not less than five (5) sessions, across any 5 identified days after consultation, with the school authorities (Principal/Administrative Officer/ Teacher Coordinator) covering all the topics listed in **sub-clause 7**, and should record & report the attendance of students & teachers across each session, in the Quarterly Progress Report submitted to the DHS.
9. The NGO on its own cannot decide, to reduce the count of sessions, and has to justify & seek consent from the DHS.
10. The messages for tobacco control should vary according to the target group (i.e. level of understanding/intelligence) according to the target age group (Teachers & students) and should be separate for middle, and secondary & higher secondary levels.
11. The NGOs can involve and take assistance from the NSS cadre, NCC cadre and Red Ribbon and Eco Clubs in the school programme.
12. Please note, the key steps for implementing the School Programme by the NGO

Subject	Description of activities
Step 1: Identifying Schools	<ol style="list-style-type: none"> 1. Draw up a list of possible schools and identify both government and other schools. 2. Short list the required number of schools and start contact visits.
Step 2: Taking school consent	<ol style="list-style-type: none"> 1. Seek an appointment with the School Principal to introduce the NTCP and its school health component. Carry a letter and proposal with specific timelines and activities enlisted. 2. During the meeting with the Principal/Teacher, clearly explain the need to engage youth in tobacco control and how the school health component of NTCP is designed to address this objective. 3. Request the Principal to assign a Teacher Coordinator for the program since the Principal might not always be available for planning/implementation discussions. 4. Organizing a day long joint training cum orientation programme for all the appointed Teacher Co-ordinators.
Step 3: Planning & scheduling activities	<ol style="list-style-type: none"> 1. As per the previous discussions, contact the Teacher Coordinator to schedule program activities. 2. Request for a copy of the school calendar to get an idea about the school schedule (examination/vacations). This will help in identification of free slots when activities can be conducted. 3. Ensure the school's academic schedule is not disrupted in any way. All activities must be planned and scheduled as per the convenience of the school.
Step4: Implementatio	<ol style="list-style-type: none"> 1. A day before an activity is scheduled, make it a point to re-confirm appointment with the Teacher Coordinator.

Subject	Description of activities
n	<p>2. All the activities should be implemented as per the proposal/ timelines shared with the school.</p> <p>3. Effective use of Audio-Visual material and advocacy campaigns:</p> <p>3.1 Effective use of innovative Audio-Visual material like posters, postcards, manuals etc., is helpful in reinforcement of tobacco control messages which are conveyed through the program.</p> <p>3.2 Classroom activities should be reinforced with student-led advocacy campaigns to declare the school campus a tobacco-free zone. This will encourage ownership of the program by the school, especially students.</p> <p>3.3 The tobacco-free guidelines should be used for creating tobacco control advocates in the schools.</p>
Step 5: Monitoring & Evaluation	<p>1. Plan few follow up/monitoring visits also in consultation with the Teacher Coordinator according to the need of the program. If the program has an in-built outcome and process evaluation component, it should be implemented in accordance with ethical protocol.</p> <p>2. Seeking informed parent consent and student assent is a must.</p>
Step 6: Seeking feedback	<p>1. During the program and after completion, it is recommended to seek feedback from teachers/peer leaders on the effectiveness of the program.</p> <p>2. The school teachers and students should be awarded a certificate/memento in appreciation of their enthusiastic participation.</p>

13. The NGOs' will be submitting Quarterly Progress Reports (QPR), along with stage-wise progress report along with SoE/UC, as mentioned in the **Clause F, Section 2**, to the District Health Society (DHS), which will include the following parameters, namely:

13.1 List of schools with name and address.

13.2 Details of the School Programmes conducted and the count of student's participation certified by the School Administration.

13.3 Report of key observations & feedback from follow-up/monitoring visits in consultation with the teaching coordinator.

13.4 Monthly Statement of Expenditures(EoI) and Quarterly Utilization Certificates(UCs)

14. The State Health Society, Bihar (SHSB) shall be the selecting, governing, controlling and dismissing authority under the present EoI and under the contract agreement arising hereof with the selected NGOs, and shall be authorized to do all the needful and be responsible for successful regulation and monitoring of the program and for further selection, rejection, governance, control, or any other related acts of the NGOs, from time

to time under the present EoI and Tripartite MoU arising hereof for the purpose of commencement of NTCP in the state.

15. The State Health Society, Bihar (SHSB) will be coordinating with the Education Department for
 - 15.1 Seeking approval for the conduct of the program,
 - 15.2 Implementation of tobacco-free school guidelines in all schools & thereby making the School Premises Tobacco Free.
 - A. Including roles and responsibilities of management & staff
 - B. Methodology to train students, for management & staff
 - C. Identification of Peer Leaders/students
 - D. Activities to be done by the staff/ students at the classroom level
 - E. Self-evaluation tool for school based tobacco control programme
 - 15.3 Prompt dissemination of Information related to the National Tobacco Control Programme (NTCP) as well as its school health components and listed activities.
 - 15.4 Inclusion of harmful effects of tobacco in the school curriculum
16. The SHSB will also be responsible for reporting to National Tobacco Control Cell (NTCC) and assisting districts in timely submission of quarterly Utilization Certificates (UC's)/ monthly Statement of Expenditures (SoE) to ensure regular fund flow to the Programme.
17. After the issue of the sanction letter to the selected NGO and signed Tripartite MoU, the District Health Society (DHS) will release the grant to the NGOs. The State Health Society, Bihar, as well as the District Health Society (DHS) will together ensure that fund releases to the NGOs are timely and adequate. The fund disbursement will be done via bank transfer as per **Clause F, Section 2**.
18. The District Health Society (DHS) will certify the work of the NGOs on a Quarterly basis and provide written statement for deficiencies noticed with suggestions and improvements to the State Health Society Bihar (SHSB) & will release funds to the NGOs as per **Clause F, Section 2**, factoring in the performance of the NGOs on identified Key Performance Indicators (KPIs) and applicable penalties if any, as per **sub-clause D: Penalty Provisions, Clause 14, Section 6**.
19. The respective District Health Society (DHS) will be overall responsible for monitoring and review of programme and thereby the NGOs as well as the conduction of the training cum orientation in the schools.
20. The District Health Society (DHS) will be checking & validating the Statement of Expenditures (SoE) from respective NGOs on monthly basis and will be responsible for the timely collection of Utilization Certificates(UCs) on quarterly basis and coordinating of programmatic and financial reporting to the State Health Society Bihar (SHSB) and National Tobacco Control Cell (NTCC).

C. Eligibility Criteria for Applicants

The eligibility criteria for determining the pre-qualification hereunder, the following shall apply:

Sl.No.	Criteria for one (1) district	Supporting document (mention the type of the documents submitted as proof)
1.	The NGOs should be registered legal entity under the Indian Societies Registration Act 1860 /Indian Trust Act 1882/Companies Act 1956/2013, and should be registered for more than 3 years before the date of release of the Expression of Interest (EoI).	<ul style="list-style-type: none"> I. Self-attested copy of the Registration Certificate II. Copy of Memorandum of Agreement(MoA) III. Self-attested copy of 12A Certificate of Income Tax Act,1961. IV. Self-attested copy of 80G Certificate of Income Tax Act,1961. V. Self-attested copy of PAN Card of both the NGO & its authorized signatory.
2.	The NGO should have average annual turnover of Rs. 15 lakhs per year for last 3 Financial Years(FY) i.e., 2013-14, 2014-15 & 2015-16.	<ul style="list-style-type: none"> I. Self-attested copy of the Annual Audit Report with Balance sheet, Income and expenditure, Receipt & payment, and any other technical statement of last 3 Financial Years(FY) i.e., 2013-14, 2014-15 & 2015-16. II. Income Tax Return (ITR) for last three Assessment Years(AY) i.e. 2014-15, 2015-16, and 2016-17.
3.	The NGOs should have experience of implementing programs in the Health & / or Tobacco control with government or donor's agencies for in last 3 years from the date of publication of this EoI	Experience proof: Work order/proposal (duly stamped by the donor NGO/Government Department/Agency)/MoU
4.	Experience of the NGO in undertaking Community Mobilization and Training / Capacity Building projects with with government or donor's agencies in last 3 years, from the date of publication of this EoI	Experience proof: Work order/proposal (duly stamped by the donor NGO/Government Department/Agency)/MoU
5.	The NGO should not have been (i) Blacklisted / banned / convicted by any court	Affidavit sworn before Public Notary as per Annexure-E.

Sl.No.	Criteria for one (1) district	Supporting document (mention the type of the documents submitted as proof)
	<p>of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory part performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 3 years, from the date of publication of this Eol, and</p> <p>(ii) No criminal case or vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending at the level of a competent authority, as on date of publication of this Eol.</p> <p>(iii) No investigation by any statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against the bidder for the charge having nature of criminal/economic offence/fraud, as on</p>	

Sl.No.	Criteria for one (1) district	Supporting document (mention the type of the documents submitted as proof)
	date of publication of this EoI.	
6.	NGOs should have mid-level supervisory staff which consists of Project Co-coordinator, Training Coordinator/ Consultant to demonstrate effective support to the field level programmes	<ol style="list-style-type: none"> 1. Organization structure, with detailed information, like Name, phone number, identity proof and professional experience/curriculum vitae of each staff. 2. Curriculum Vitae(CV) of two key professionals of the NGO.

All the NGOs which fulfil the eligibility criteria stated above, will be evaluated as per the criteria for selection as mentioned in **sub-clause 2, Clause D, Section 3**.

In the case, the NGO is having an established office in the applied district(s), it will be required to submit the notary attested copy of the rent agreement of the same along with the application.

D. PROJECT DURATION

The initial empanelment of NGO's will be for one year. The project may be extended on yearly basis subject to satisfactory performance, fund available and need, if required, at the option and discretion of SHSB exclusively.

E. BUDGETARY ALLOCATION

The budgetary allocation for school programme is Rs.7 lakhs per year per district.

F. RELEASE OF FUNDS

The flow of fund will be from District Health Society(DHS) to NGO. The funds will be released in four instalments:

Stage/Goals	% of Fund outlay	Activities
<p>(1) Targeting 20%(14) of the schools</p>	<p>20% (Rs.1,40,000) <i>[Expected timeframe of completion is 90 days from the date of signing the MoU]</i></p>	<ol style="list-style-type: none"> 1. Submission of shortlisted list of schools (Count =70) as per stated education levels of Middle school and upwards, along with consent forms duly signed with seal, by the Head Master or Principal or Administration Officer of the short-listed schools (Government & Other). 2. Assignment of Teacher co-ordinator for each of the short-listed schools (Government & Other) along with the log (Name, Designation, Contact Details, School Name & Location) duly signed with seal from by the Head Master or Principal or Administration Officer. 3. Organizing a day long joint training cum orientation programme for all the appointed Teacher Co-ordinators. 4. Completion of all the training cum orientation modules in 20% (Count=14) of the schools (Public & Other), subject to the following: <ol style="list-style-type: none"> 4.1 Printing (5 copies of complete training cum orientation material and modules) & distribution per school for all 14 schools. 4.2 Submission of Training Completion Certificate and Authentication form from the Schools duly signed with seal from the Head Master or Principal or Administration Officer, along with images of the trainings in respective schools. 4.3 Declaration by the applicable school as a “Tobacco Free School” and has allotted a Teacher Co-ordinator and has a Health Corner in place in the institution along with images. 3. Timely submission of the Statement of Expenditures (SoEs) on monthly basis & Utilization Certificates(UCs) on quarterly basis, if applicable.
		<p>Note: All the above parameters must be mandatorily fulfilled for the dissemination of the fund outlay</p>

<p>(2) Targeting 20%(14) of the schools + Monitoring / Follow-up with 14 schools, covered in Stage/Goal 2.</p>	<p>20% (Rs.1,40,000) <i>[Expected timeframe of completion is 90 days from the date of signing the MoU]</i></p>	<ol style="list-style-type: none"> 1. Completion of all the training cum orientation modules in 20% (Count=14) of the schools (Government & Other), subject to the following: <ol style="list-style-type: none"> 1.1 Printing (5 copies of complete training cum orientation material and modules) & distribution per school for all 14 schools. 1.2 Submission of Training Completion Certificate and Authentication form from the Schools duly signed with seal from the Head Master or Principal or Administration Officer, along with images of the trainings in respective schools. 1.3 Declaration by the applicable school as a “Tobacco Free School” and has allotted a Teacher Co-ordinator and has a Health Corner in place in the institution along with images. 2. Timely submission of the Statement of Expenditures(SoEs) on monthly basis & Utilization Certificates(UCs) on quarterly basis, if applicable. 3. Submission of report and findings of the Monitoring/Follow-up visits done by the NGO in the 14 schools, which have undergone training cum orientation in Stage/Goal 1. <p>Note: All the above parameters must be mandatorily fulfilled for the dissemination of the fund outlay</p>
<p>(3) Targeting 30% of the schools + Monitoring / Follow-up with 28 schools, covered in Stage/Goal 1 & 2.</p>	<p>30% (Rs.2,10,000) <i>[Expected timeframe of completion is 90 days from the date of signing the MoU]</i></p>	<ol style="list-style-type: none"> 1. Completion of all the training cum orientation modules in 30% (Count=21) of the schools (Government& Other), subject to the following: <ol style="list-style-type: none"> 1.1 Printing (5 copies of complete training cum orientation material and modules) & distribution per school for all 21 schools. 1.2 Submission of Training Completion Certificate and Authentication form from the Schools duly signed with seal from the Head Master or Principal or Administration Officer, along with images of the trainings in respective schools. 1.3 Declaration by the applicable school as a “Tobacco Free School” and has allotted a Teacher Co-ordinator and has a Health Corner in place in the institution along with images. 2. Timely submission of the Statement of Expenditures(SoEs) on monthly basis & Utilization Certificates(UCs) on quarterly basis, if applicable. 3. Submission of report and findings of the Monitoring/Follow-up visits done by the NGO in the 28 schools, which have undergone training cum orientation in Stage/Goal 1& 2.

		Note: All the above parameters must be mandatorily fulfilled for the dissemination of the fund outlay.
(4) Targeting 30% of the schools + Monitoring / Follow-up with 49 schools covered till Stage/Goal 3.	20% (Rs.1,40,000) <i>[Expected timeframe of completion is 90 days from the date of signing the MoU]</i>	<p>1. Completion of all the training cum orientation modules in 30% (Count=21) of the schools (Government & Other), subject to the following:</p> <p>1.1 Printing (5 copies of complete training cum orientation material and modules) & distribution per school for all 21 schools.</p> <p>1.2 Submission of Training Completion Certificate and Authentication form from the Schools duly signed with seal from the Head Master or Principal or Administration Officer, along with images of the trainings in respective schools.</p> <p>1.3 Declaration by the applicable school as a “Tobacco Free School” and has allotted a Teacher Co-ordinator and has a Health Corner in place in the institution along with images.</p> <p>2. Timely submission of the Statement of Expenditures(SoEs) on monthly basis & Utilization Certificates(UCs) on quarterly basis, if applicable.</p> <p>3. Submission of report and findings of the Monitoring/Follow-up visits done by the NGO in the 49 schools, which have undergone training cum orientation in Stage/Goal 1, 2 & 3.</p> <p>Note: All the above parameters must be mandatorily fulfilled for the dissemination of the fund outlay.</p>
5. Submission of reports	10%	Submission of Project Completion report, along with audited report of Statement of Accounts.

G. FINANCIAL MANAGEMENT

1. 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 Lakhs per year per district.
2. The Tripartite MoU with the grantee will be exercised on Rs. 1000/- judicial stamp paper in triplicate. The stamp paper needs to be provided by the NGO.
3. Interest earned from banks on the Grant-In-Aid released to the NGO will be treated as an income.
4. The Statement of Expenditure (SoE) should be submitted monthly as per the heads and subheads indicated in the approved budget monthly to the DHS by the 10th of every month for the preceding month.
5. The Utilization Certificates (UCs) should be submitted by the 15th of the first month of the current quarter for the previous quarter.
6. The quarterly utilization certificate (UC) for the funds released, along with the monthly Statement of Expenditures, should be submitted in the prescribed performa by the NGO to the DHS for the release of each installment as per achievement of defined stage/goal as per the **Clause F, Section 2**.
7. At the end of project the NGO should submit a project completion report along with audited report for Utilization Certificates to the DHS.
8. 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.
9. The NGO should ensure that the monthly Statement of Expenditures (SoE)/ quarterly Utilization Certificates (UCs), so submitted matches with the books of accounts. It should be noted that no alteration would be allowed after the submission of the reports.
10. Within 30 days of the completion of the project, the NGO will be required to submit Project Completion Report along with audited statement of accounts.

H. ACKNOWLEDGEMENT BY APPLICANT

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

- (a) Made a complete and careful examination of the EoI,

- (b) Accepted the risk of inadequacy, error or mistake in the information provided in the EoI or furnished by or on behalf of the SHSB relating to any of the matters referred to in Clause C above, and
- (c) 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 EoI or the Selection Process, including any error or mistake therein or in any information or data given by the SHSB.

J. RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS

1. Notwithstanding anything contained in this EoI, 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. 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 NGO does not provide, within the time specified by the SHSB, the supplemental information sought by the SHSB for evaluation of the Application.
3. In case it is found during the evaluation or at any time before signing of the Tripartite 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 C: Section 2**, have not been met by the NGO or the NGO has made material misrepresentation or has given any materially incorrect or false information, the NGO shall be disqualified forthwith if not yet appointed either by issue of the Letter of Award (LoA) or signing of MoU. If the NGO 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 EoI, be liable to be terminated, by a communication in writing by the SHSB to the NGO, without the SHSB being liable in any manner whatsoever to the NGO, 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.
4. The SHSB reserves the right to verify all statements, information and documents submitted by the NGO in response to the EoI. Failure of the SHSB to undertake such verification shall not relieve the NGO of its obligations or liabilities hereunder nor will it affect any rights of the SHSB thereunder.

K. CLARIFICATIONS

1. NGO requiring any clarification on the EoI may notify the SHSB in writing only. The SHSB may upload answer to all queries on website without identifying the source of queries.
2. The SHSB shall endeavour to respond to the questions raised or clarifications sought by the NGO. 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.

3. The SHSB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Agencies. 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.

L. AMENDMENT OF EoI

1. 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 NGO, modify the EoI by the issuance of Addenda.
2. Any Addendum thus issued will be uploaded on SHSB website. Any addendum issued shall be binding to all NGOs.
3. In order to afford the NGO three days (03) after pre-bid meeting for taking an Addendum into account, or for any other reason, the SHSB may, at its own discretion, extend the Application Due Date.

M. 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 English language shall prevail.

N. FORMAT AND SIGNING OF APPLICATIONS

1. The NGO shall provide all the information sought under this EoI. The SHSB will evaluate only those Applications that are received in the required formats and complete in all respects.
2. The Application shall be typed or written in indelible ink and signed by the authorised signatory of the NGO 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.
3. Also, each page of the Application should be numbered and indexed properly, and should be mentioned in the attached checklist as per **Annexure F: Checklist for NGO** in this EoI, to be attached along with the Application Form.

O. SEALING AND MARKING OF APPLICATIONS

1. The NGO shall submit the Application in the format specified in **Annexure -A, E & F** and seal it in an envelope and mark the envelope as "PROPOSAL". The NGO should provide filled in information as per Table given in **Clause C, Section 2: Instructions to NGO** along with required documentary proof for each items in the same envelope.
2. Application security amount (EMD) of INR 30,000/- (Rupees Thirty thousand only) per district should be placed in a separate envelope and mark the envelope as Application Security. The NGOs applying for more than one district, the EMD amount will increase

proportionately with the number of districts applied e.g., for 2 districts, EMD will be Rs. 60,000, for 3 districts it will be Rs. 90,000, and so on. The NGO security amount should be in the form of Demand Draft only.

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:

“Request for Proposal for “School Programme under NTCP”

and shall clearly indicate the name & address of the NGO and District(s) applied for. 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.

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

P. APPLICATION DUE DATE

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

Q. 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.

R. CONTENTS OF THE APPLICATIONS

The Application shall be furnished in the format at **Annexure -F**. The NGO shall specify that NGO is willing to undertake the Project in accordance with this EoI and the provisions of the Tripartite Memorandum of Understanding (MoU).

S. MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS

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

T. REJECTION OF APPLICATIONS

1. Notwithstanding anything contained in **Clause (Q): Late Applications** above, the SHSB reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever.
2. It is not obligatory for the SHSB to accept any Application or to give any reasons for their decision.
3. 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.

U. VALIDITY OF APPLICATIONS

The Applications shall be valid for a period of not more than 150days (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.

V. 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.

W. CORRESPONDENCE WITH THE NGO

The SHSB shall not be under any obligation or liability to entertain or correspond with any applicant in relation to acceptance or rejection of any application by SHSB expert for the reasons of grievances based on bias and malafide amounting to prejudice of the interest of any party and for the reasons of violation of any of the Law, Public Policies, Rules and procedure for selection.

SECTION 3: EVALUATION PROCESS

The Selection of NGO for each of the 19 districts shall be done in a transparent manner using marking scale, based on year of establishment, experience & projects of health &/or tobacco control in the state, average annual turnover etc., as mentioned in **Sub-Clause 2, Clause D, Section 4.**

A. OPENING & EVALUATION OF APPLICATIONS:

- 1.1 The SHSB shall open the Applications as mentioned in the Conference Hall of SHSB and in the presence of the Applicants who choose to attend.
- 1.2 The SHSB will subsequently examine and evaluate the Applications in accordance with the provisions set out in **Clause C, Section 2.**
- 1.3 To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.
- 1.4 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.

B. TEST OF RESPONSIVENESS

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

- (a) it is received as per the format at **Annexure – A, E & F**
- (b) it is received by the Application Due Date including any extension thereof
- (c) it is signed, sealed, hard bound and marked as directed in **Annexure -F**
- (d) it is accompanied by the Application Security amount (EMD) in the form of Demand Draft
- (e) it is accompanied by the required Power(s) of Attorney as per the format in **Annexure - C**
- (f) it contains all the information like audited balance sheets, photocopy of PAN etc. as requested in this EoI, mentioned in the **Annexure E&F**
- (g) it does not contain any other condition, 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.

C. CLARIFICATIONS

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.

- 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.

D. QUALIFICATION & SELECTION

- The SHSB/STCC will be following a two-stage process for selection of NGO, as mentioned below:

Stage	Activity
1 st stage	In the 1 st stage, the NGO will be evaluated & marked on the scoring criteria, as mentioned in sub-clause 2: Criteria for Evaluation in Clause D, Section 3 . The NGOs scoring more than sixty five (65) marks, will qualify for the 2 nd stage.
2 nd stage	<ol style="list-style-type: none"> The short-listed NGOs from 1st stage, will be required to give a presentation (in max. 10 slides) on any single identified areas, out of the 13 areas listed in sub-clause 7, Clause B, Section 2. The NGOs will be evaluated and marked on the parameters as mentioned in sub-clause 3, Clause 3, Section 3. A list of NGO(s) per district will be prepared on the mark basis. At this point, the NGO will be declared as the NGO for undertaking the School Programme under NTCP for the relevant district. NGO getting the highest marks shall be declared as the 1st NGO for that District.

- CRITERIA FOR EVALUATION:** The SHSB will follow the steps as suggested in the Guidelines for Selection of NGOs under National Tobacco Control Programme (NTCP), for selection of NGOs. The Application of the all NGOs will be evaluated as provided below:

Sl. No.	Scoring criteria	Score (Points)
1	Registration of NGO <ol style="list-style-type: none"> Greater than 3 but less than/equal to 5 years Greater than 5 but less than/equal to 10 years Greater than 10 years 	(20 marks) (10) marks (15) marks (20) marks
2	Average Annual Turnover of NGO in last three years <ol style="list-style-type: none"> Greater than 15 but less than or equal to Rs. 20 lakh Greater than 20 but less than or equal to Rs. 25 lakh Greater than Rs.25 Lakhs 	(15 marks) (5) marks (10) marks (15) marks

3	Presence of established office of the NGO within the applied District. 1. Office in any other district outside the project district 2. Office within the project district	(10 marks) (5) marks (10) marks
3	Experience of the NGO working with Government (15 points) 1. Greater than 3 but less than/equal to 5 years 2. Greater than 5 years	(15 marks) (10) marks (15) marks
5	Experience of implementing programs in the Health & /or Tobacco control with government or donor's agencies for in last 3 years. 1. One projects 2. Two projects 3. More than two projects	(20 marks) (10) marks (15) marks (20) marks
6	Experience of the NGO in undertaking Community Mobilization and Training / Capacity Building projects with with government or donor's agencies in last 3 years. 1. One projects 2. Two projects 3. More than two projects	(20 marks) (10) marks (15) marks (20) marks
	Total Points = 100 points	

Note:

1. The NGO is required to take due diligence in completing the above table.
2. There is maximum number of districts an NGO can apply, is limited to five (5) only.
3. An NGO can bid for a maximum of 5 districts out of 19 districts. The eligibility criteria (**Clause C: Eligibility Criteria for Applicants, Section 2: Instructions to NGO**) shall increase proportionately with the number of districts applied, e.g., for any NGO to apply for two districts, it should be having average annual turnover of Rs.30,00,000/- for 3 districts will be Rs 45,00,000/- and for 5 districts it will be Rs. 75,00,000/- else, the application(s) will be rejected for all applied districts, by the concerned NGO.
4. In the case, the NGO is having an established office in the applied district(s), it will be required to submit the notary attested copy of the rent agreement of the same along with the application.
5. NGO is requested to fill the check-list as per **Annexure- F** and attach the same with the application immediately after the index.
6. NGO is advised to examine their capability, infrastructure, manpower and other relevant conditions as per this bid before sending their application.
7. NGOs are advised **NOT** to include any additional/extra document like annual report/ brochure/newspaper cuttings etc. with the application. This is done to save time and bring efficiency in short - listing process for the benefit of the NGOs

3. SELECTION OF APPLICATIONS

The preference will be given to NGO with sixty-five (65) or above marks in each district. Outcome of above process will be announced on the SHSB website (www.statehealthsocietybihar.org).

- (A) The short-listed agencies will be informed about the decision and will be notified of the tentative dates of the Presentation.
- (B) The SHSB will constitute an expert committee for Presentation review.
- (C) The Expert committee shall give marks as mentioned below, for the presentation:

Sl.no	Scoring criteria	Score(Points)
1.	Confidence of the speaker – Was the speaker comfortable and easily connected with the audience?	(20) marks
2.	Quality of the information shared – Did the speaker provide enough details to support the point of the presentation but not too many unnecessary details that may confuse or bore the audience.	(20) marks
3.	Organization of the presentation - Whether the Objectives/goals are clearly stated, Methods are appropriate for achieving goals, Results are clearly presented, Thoughts and ideas flow in a logical manner in the presentation	(20) marks
4.	Level of clarity & Discussion – Were the questions answered accurately, clearly, and effectively?	(20) marks
5.	Visual Aids – Were the Visual Aids Effective, appropriate and carefully prepared?	(20) marks
	Grand Total	(100) marks

The marks given for presentation review, by each individual member of the expert committee will be averaged out, this will form the final score of the NGO in this stage. A list of NGO per district will be prepared on the mark basis. At this point, the NGO will be declared as the NGO for undertaking the School Programme under NTCP for the relevant district. NGO getting the highest marks shall be declared as the 1st NGO for that District. In case, the shortlisted NGO withdraws, or is found ineligible in later stage or found to be involved in any corrupt practices, the next NGO in the list will be offered to work as the shortlisted NGO for the School Awareness Programme in the district(s), on the same terms and conditions.

- (D) In case, more than one (1) NGOs have scored highest marks for a district, SHSB shall adopt random lottery system to select one of these NGOs for Grant-in-Aid.
- (E) The SHSB as well as the NGOs about the results as per the process followed above.
- (F) The selected NGOs will be asked to sign the Tripartite Memorandum of Understanding(MoU) among DHS, SHSB & the NGO, within 15 days after declaration of the result for each district, subject to the deposit of applicable Application/Performance

Security along with Declaration of Applicant as not being blacklisted as on date of the Tripartite MoU as per the **Annexure D**.

- (G) In case, the selected NGO, is not having any Local/Site/Project office in the District, it should establish a Local/Site/Project office, as per the EoI, within 30 days of signing of the Tripartite MoU.
- (H) The selected NGO(s) will be required to register itself on the portal of NITI Aayog's NGO-DARPAN Portal(www.ngo.india.gov.in/auth/default.php), before signing the Tripartite MoU.
- (I) In the case, when no application is received for a district, then SHSB will create a list of selected NGOs from contiguous/proximity districts & rank the districts (Basis the marks scored in the Stage 2: Presentation), and then will individually seek interest from NGOs in the descending order. In case, of a tie (Marks & Interest), SHSB will allocate the district as per random lottery system.

4. CONTACT DURING APPLICATION EVALUATION

1. 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 NGOs.
2. While the Applications are under consideration, NGOs 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.

5. PERFORMANCE SECURITY

1. The selected NGO shall be required to deposit performance security in the form of Bank Guarantee valid up to 180 days beyond completion of all contractual obligations, to the SHSB. The amount of Performance Security should be 10% (Ten per cent) of total budget of that district.
2. The performance security will be submitted before signing the Tripartite MoU, as per the format shared in the **Annexure B**.

SECTION 4: FRAUD & CORRUPT PRACTICES

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.
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 5 (Five) 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.
3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) **“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.
 - (b) **“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.
 - (c) **“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.
 - (d) **“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

- (e) **“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.

SECTION 5: PRE-APPLICATION MEETING

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-application meeting has been scheduled to be held in the office of SHSB as per details given hereunder:

Date & Time : **8th March, 2017 at 12:00 PM**
Venue : Conference Hall, State Health Society, Bihar,
Parivar Kalyan Bhawan, Sheikhpura, Patna
Contact Person : Dr. A.K. Shahi
State Programme Officer, NTCP
Mobile: +91- 8544402010

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 SHSB shall upload written response on the website **www.statehealthsocietybihar.org**, to such requests for clarifications, without identifying its source.
3. Only one representative of each Applicant shall be allowed to participate on production of letter from the Applicant.
4. An applicant who has downloaded the EoI, should watch for clarifications, if any, issued on the above website, and that the SHSB will not issue a separate communication to them.
5. The SHSB shall not be responsible in any manner if a prospective applicant fails to notice any notifications placed on the above website.

SECTION 6: MISCELLANEOUS

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.
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 there to
 - (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, and/ or
 - (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.
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.
4. The SHSB, in its sole discretion can select any NGO among existing successful bidder for the districts where no bid is received.

5. 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.

6. INCOME TAX DEDUCTION AT SOURCE

Income tax deduction at source shall be made at the prescribed rates from the Applicants bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

7. TERMINATION OF CONTRACT

1. Any NGO found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Award (LoA) or MoU formalization or at any point of time, shall be liable for punitive action amounting to blacklisting of the

bidder/consortium (every partner of the consortium) for 5 (five) years including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.

2. The SHSB, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider or (its Sub-contractor if any) fails to perform services as specified in the present contract or any other contractual obligations within the time period specified in the contract and the firm shall also be blacklisted for 5 years, consequently the performance security shall also be forfeited.
3. In the event the SHSB terminates the contract in whole or in part, the SHSB 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 SHSB the extra expenditure, if any, incurred by the SHSB for arranging such services.
4. Unless otherwise instructed by the SHSB, the Service Provider shall continue to perform the contract to the extent not terminated.

8. FORCE MAJEURE

1. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider'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.
2. If a Force Majeure situation arises, the NGO shall promptly notify the SHSB in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by SHSB in writing, the NGO 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.
3. 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.
4. In case due to a Force Majeure event the SHSB is unable to fulfil its contractual commitment and responsibility, the SHSB will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

9. 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 facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

10. ARBITRATION

1. Any dispute or difference or claim arising out of in relation to this EoI, and Tripartite MoU, including the validity, performance or breach thereof, which the parties cannot themselves settle by reaching a mutual understanding, shall be referred for settlement under the Arbitration & conciliation (Amendment) Act 2015, and the award of the Arbitrator shall be final and binding on the parties.
2. If any further dispute arises between the parties, the same will be settled only through courts under the territorial jurisdiction at Patna only.

11. APPLICABLE LAW AND JURISDICTION OF COURT

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract.

MONITORING, REPORTING AND EVALUATION

A. REPORTING

1. The NGO shall submit Quarterly Progress Report to the District Health Society with a copy to State Health Society.
2. The NGO shall submit, Statement of Expenditure (SoE) on monthly basis and Utilization Certificate (UC) on quarterly basis, against the released fund as per the **Clause F, Section 2** to be submitted by the NGO to DHS.
3. The authorized representative of District Health Society (DHS) shall certify the satisfactory work of the NGO on a Quarterly basis and provide written statement for deficiencies noticed with suggestions for improvement to the SHSB.
4. At the end, NGO to submit the project completion report, along with the audited statement of accounts to SHSB as mentioned in **sub-clause 14, Clause G, Section 2**. The source of all statistical data quoted in the completion report should be clearly indicated.

B. PERFORMANCE INDICATORS

1. NGO performance would be evaluated based upon identified measurable outputs (as defined in the signed MoU/Agreement). However, indicative list of identified KPI as listed below for reference:
 - 1.1 Timely submission of the Statement of Expenditures (SoEs) on monthly basis & Utilization Certificates(UCs) on quarterly basis.
 - 1.2 Completion of Tobacco School Programme in identified & shortlisted schools as per expected timelines and count, mentioned in the **in-Clause F, Section 2**.
 - 1.3 Absence of discrepancies in the submitted Utilization Certificates/Statement of Expenditures
 - 1.4 Timely submission of Quarterly Progress Report, Project Completion Report & audited statement of accounts to SHSB.
 - 1.5 Establishing local/site/project office in the applicable District within 30 days of signing of the contract.
2. The MoU/Agreement would also indicate the Terms of Reference (ToR) of the project and specific benchmarks against which the progress of the project will be evaluated.

C. EVALUATION

1. The performance of the NGO would be continuously evaluated on the KPIs identified
2. The NGO should mandatorily submit quarterly progress reports (physical & financial) every quarter to DHS.
3. The authorized representative of the DHS 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.
4. 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.

D. PENALTY PROVISIONS

1. NGOs are required to submit monthly progress report to District Health Society(DHS) and SHSB/DHS 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:

Sl. No	Parameter/ Indicator	Penalty provision
1	Failure in Timely submission of the Statement of Expenditures(SOEs) on monthly basis & Utilization Certificates(UCs) on quarterly basis.	Rs. 5000 for each day of delay
2	Failure in completion of 28 schools within 180 days of signing of the Tripartite MoU.	Rs. 1500 per day

Sl. No	Parameter/ Indicator	Penalty provision
3	Failure in completion of 49 schools within 270 days of signing of the Tripartite MoU.	Rs. 1000 per day
4	Failure in completion of 70 schools within 365 days of signing the Tripartite MoU	Rs. 1000 per day
4	Presence of discrepancies in the submitted Utilization Certificates/Statement of Expenditures	Rs.100 per instance
5	Delay in establishing Local/site/Project office in the District within a period of 30 days from signing of the Tripartite MoU	Rs.100 per day
6	Delay in submission of Project completion report & audited statement of accounts within 30 days of the completion of the project timelines.	Rs.500 per day
7	Retaining fund without any valid reasons	10% per annum (from the date of retention to the date of refund)

12. THIRD PARTY ASSESSMENT

The SHSB, 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 SHSB.

13. SUB- CONTRACTING

The selected NGOs will not outsource or sub-contract, the said activities as per the Scope of Work (SoW) mentioned in the **Clause B, Section 2**, or its part, to any other individual or agency.

ANNEXURE-A: LETTER COMPRISING THE APPLICATION

Dated:

To,

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

Subject: Application for selection of NGO for organizing School Programme under National Tobacco Control Programme

Dear Sir,

1. With reference to your Eol document dated,we, having examined the Eol document and understood its contents, hereby submit our Application for Qualification as the NGO for organizing School Programme for district of(name of districts). The Application is unconditional and unqualified.
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, and we certify that all information provided in the Application and in **Annexures A to F** 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 Bidder.
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 Eol document, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest as per **sub- clause 15, Clause A, Section 2: Instructions to NGO**

- (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 **Section 4: Section 4: Fraud & Corrupt Practices** of the Eol document, and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 4: Fraud & Corrupt Practices**, of the Eol 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 SHSB 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 NGO 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 NGO 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 Eol, we shall intimate the Authority of the same immediately.
 15. The power of attorney for signing of application, as per format provided at **Annexure – C: Power of Attorney** of the Eol is also enclosed.
 16. We understand that the selected NGO shall be an existing NGO incorporated under the relevant Indian Societies Registration Act 1860 /Indian Trust Act 1882/Companies Act 1956/2013.
 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 Eol document.
 19. We agree and undertake to be severally liable for all the obligations of till occurrence of Financial Close in accordance with the Concession Agreement.

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

Yours faithfully,

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

Place: Name and seal of the Applicant/ Lead Member

ANNEXURE-B: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____ (name and address of Tender Inviting Authority)

WHEREAS _____ (Name and address of the NGO/Organization) (Hereinafter called "Organization") has undertaken, in pursuance of contract no _____ dated _____ to provide work/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 provide the present Bank Guarantee of the amount as aforesaid, on the behalf of _____ NGO (*full address and name*); exclusively for the purpose of the performance security as asked by SHSB under its agreement dated from the NGO.

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 180 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

ANNEXURE-C: FORMAT FOR POWER OF ATTORNEY (ON STAMP PAPER OF INR 1000)

Know all men by these presents that We ,
An NGO, duly registered under the Indian Societies Registration Act 1860 /Indian Trust Act 1882/Companies Act 1956/2013, having our registered office at(address of the registered office) do hereby nominate, authorize, empower, and appoint Mr/ Ms..... (name, residential address, Designation in NGO, PAN and identity proof), by occupation, nationality.....Vide our resolution no.dated.....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 NGO for organizing school programme under National Tobacco Control Programme (NTCP) 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 2017

For _____

(Name, Designation and Address of Authorised Signatory)

Accepted _____

(Signature)

(Name, Title and Address of the Nominated Attorney)

Date: _____

ANNEXURE-D: DECLARATION BY Applicant

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of relevant value)

Affidavit

I, M/s..... (the names and addresses of the registered office) hereby certify and confirm that we are not blacklisted/ barred/ convicted by State Health Society, Bihar/ or any other entity of GoB or any other State Government/ Government of India/ any Government organization or any other funding agency for bid rigging. Cartelization/ corrupt or fraudulent practices/ unethical/ negligence of duty/ financial irregularity as on the _____(Date of Signing of Application).

We also confirm that there are no corrupt/criminal cases against us or are involved in any illegal activity as on date.....

We further confirm that we are aware that, our Application for selection of Selection of Non-Government Organizations (NGOs) under the National Tobacco Control Programme (NTCP) to organize the School Programme for would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Selection Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation, and shall lead to termination of agreement , if awarded, without any claim for any compensation whatsoever on account of such premature closure of agreement.

Dated this..... Day of, 2017.

Name of the Applicant

Signature of the Authorized Person & seal of Notary

Seal:

ANNEXURE- E: FORMAT FOR SUBMISSION OF EoI

Name of NGO		
Postal Address	Head Office	
	Regional Office	
	Project Office	
Telephone & Email		
3.1	Telephone	
3.2	Mobile	
3.3	E-mail	
Legal Status		
Registration Number		
5.1	Date of Registration	
5.2	Year of Registration	
5.3	Memorandum of Association (MoA)	
5.4	Trust Deed	
Assets/ Infrastructure of the organization in Bihar		
PAN card of NGO		
PAN card of authorized signatory		
Turnover of last 3 financial years (Amount in Rs.)		
F.Y. 2013-14		
F.Y. 2014-15		
F.Y. 2015-16		
Income tax Returns (ITR)		

A.Y. 2014-15		
F.Y. 2015-16		
F.Y. 2016-17		
Whether blacklisted by any government organization in the past? If yes, provide details (Affidavit)		
Geographical location of Work with ongoing Initiatives in Bihar		
Name of the Project	Geographical location	Description of ongoing Initiatives in Bihar
Key projects carried out by the organisation since last 3 years <i>(Brief not more than 500 words)</i>		
Brief write up of current programmes run by the organisation <i>(Brief not more than 500 words)</i>		
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):		

Note: Please attach self attested copy of Work Order / MOU / Contract or any other document in support of above experience.

Signature and seal of the Applicant/ Head of the NGO

ANNEXURE - F: CHECK-LIST FOR NGO

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

Note:

1. The Applicant should furnish specific answers to all the questions mentioned in the Checklist through the affidavit. 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 rejected.

Sl No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
1.	Have you enclosed Application Security (EMD) in the form of Demand Draft (DD) as per the required amount?			
2.	Have you enclosed Audited report, Balance Sheet, Income & Expenditure, Receipt & Payment and related financial statements of last 3 Financial Years(FY) i.e., 2013-14, 2014-15 & 2015-16?			
3.	Have you enclosed Income Tax Return (ITR) documents of for last three Assessment Years (AY) i.e. 2014-15, 2015-16, and 2016-17?			
4.	Have you enclosed photocopy of (1) Certificate of 12A, (2) 80G & (3) PAN card of both of NGO and Authorized Signatory?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
5.	Submission of Notary attested copy of the Rent agreement, of established office within the applied district(s).			
6.	Have you enclosed duly filled Letter comprising the Application as per Annexure – A?			
7.	Have you enclosed Details of Applicant as per Annexure – E?			
8.	Have you enclosed Affidavit certifying that Entity/Promoter(s) /Director(s)/Members of Entity are not Blacklisted as per Annexure –D?			
9.	Have you enclosed Power of Attorney in favour of the signatory as per Annexure – C?			
10.	Have you enclosed photocopy of Registration certificate Indian Societies Registration Act 1860 /Indian Trust Act 1882/Companies Act 1956/2013?			
11.	Have you enclosed copy Address Proof: Photocopy of Electricity bills/ telephone Bills or any other government bills to prove presence in the District, as mentioned in this EoI?			

SI No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
12.	Have you enclosed copy of Work order/Proposal (duly stamped by the donor NGO)/MoU experience of implementing programs in the Health /Tobacco control with government or donor's agencies for in last 3 years as mentioned in the EoI?			
13.	Have you enclosed copy of Work order/Proposal (duly stamped by the donor NGO)/MoU undertaking Community Mobilization and Training / Capacity Building projects with with government or donor's agencies in last 3 years as mentioned in the EoI?			
14.	Have you enclosed details of mid-level supervisory staff and demonstrate effective support to field level programmes? 1. Organization structure, with detailed information, like Name, phone number, identity proof and professional experience/curriculum vitae of each staff. 2. Curriculum Vitae(CV) of two key professionals of the NGO.			

Note:

1. All pages of the application 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 application 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 EoI document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the Applicant)