



राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



स्वास्थ्य विभाग, बिहार सरकार

परिवार कल्याण भवन, शेखपुरा, पटना-14

निविदा सूचना

(विभिन्न प्रकार के सृजनात्मक आई.ई.सी. गतिविधि/कार्य हेतु पी.आर. एवं मीडिया मैनेजमेंट (PR & Media Management) एजेंसी को सूचीबद्ध करने हेतु)

राष्ट्रीय स्वास्थ्य मिशन अंतर्गत आये दिन विभिन्न प्रकार के सृजनात्मक आई.ई.सी. गतिविधि/कार्य को करने की आवश्यकता पड़ती रहती है, जिस हेतु पी.आर. एवं मीडिया मैनेजमेंट (PR & Media Management) एजेंसी को सूचीबद्ध करने हेतु मुहरबंद निविदा आमंत्रित की जाती है, जिसमें तकनीकी निविदा खोलने के समय निविदादाता/उनके अधिकृत प्रतिनिधि उपस्थित रह सकते हैं।

निविदा लिफाफे पर "Tender Document for Empanelment of PR & Media Management Agency for Creative IEC Activities/Works" अवश्य अंकित होनी चाहिए, जो मुहरबंद हो।

मात्र तकनीकी निविदा में सफल निविदाकर्ताओं को ही सूचीबद्ध किया जायेगा एवं आवश्यकता पड़ने पर उनसे वित्तीय निविदाएँ प्राप्त कर भिन्न-भिन्न आई.ई.सी. गतिविधियों हेतु एजेंसी का चयन किया जायेगा।

प्री-बिड हेतु निर्धारित तिथि : दिनांक 23 मई, 2017 पूर्वाह्न 11 बजे (राज्य स्वास्थ्य समिति, बिहार के सभागार कक्ष में)।

तकनीकी निविदा प्राप्ति की अंतिम तिथि : दिनांक 06 जून, 2017 अपराह्न 3 बजे तक रजिस्टर्ड/स्पीड पोस्ट के माध्यम से प्राप्त की जायेगी एवं तकनीकी निविदा दिनांक 06 जून, 2017 को ही अपराह्न 3.30 बजे खोला जाएगा। व्यक्तिगत रूप से जमा किये गये निविदा पर विचार नहीं किया जायेगा।

निविदा संबंधी पात्रता, योग्यता, शर्तें इत्यादि की विस्तृत जानकारी राज्य स्वास्थ्य समिति, बिहार के वेबसाइट www.statehealthsocietybihar.org पर उपलब्ध है।

निविदा से संबंधित किसी भी प्रकार जानकारी किसी भी कार्य दिवस को कार्यावधि में कार्यालय से सम्पर्क कर प्राप्त किया जा सकता है।

निविदा के आलोक में राज्य स्वास्थ्य समिति, बिहार का निर्णय अंतिम होगा एवं राज्य स्वास्थ्य समिति, बिहार की इच्छा अनुरूप विभिन्न निविदाकर्ताओं को कार्य दिया जा सकता है।

किसी अथवा सभी निविदाओं को बिना कारण बताये निविदा रद्द/अस्वीकृत करने का सर्वाधिकार राज्य स्वास्थ्य समिति, बिहार को सुरक्षित होगा तथा किसी भी पत्राचार पर विचार नहीं करने के लिए राज्य स्वास्थ्य समिति, बिहार स्वतंत्र होगा।

(कार्यपालक निदेशक)



राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



Advertised Tender Enquiry

Tender Document

for

**Empanelment of PR & Media Management Agency for Creative
IEC/BCC/IPC Activities / Works**

Tender Enq. Ref. No.: IEC/SHSB/Creative/2017/01

**State Health Society, Bihar
Parivar Kalyan Bhawan, Sheikhpura, Patna - 800014
Ph: +91-612-2290097, Fax: +91-612-2290322
Website: www.statehealthsocietybihar.org**

ACRONYMS

BCC –Behaviour Change Communication

BG - Bank Guarantee

CoC – Conditions of contract

EMD – Earnest Money Deposit

FDR – Fixed Deposit Receipt

IEC – Information Education and Communication

ITB – Instructions To Bidders

MoHFW- Ministry of Health and Family Welfare

MoU – Memorandum of understanding

NGO – Non-Government Organizations

NHM – National Health Mission

NIT – Notice Inviting Tenders

NRHM – National Rural Health Mission

PAN – Permanent Account Number

PPP – Public Private Partnership

SHSB – State Health Society Bihar

SoS – Scope of Services

SRU – State RMNCHA+A Unit, Bihar

TIA – Tender Inviting Authority

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**Advertised Tender Enquiry
NOTICE INVITING TENDERS (NIT)
FOR
Empanelment of PR & Media Management Agency for Creative
IEC/BCC/IPC Activities / Works**

Tender Enq. Ref. No.: IEC/SHSB/Creative/2017/01

- (1) Executive Director, State Health Society, Bihar (SHSB), Patna intends to invite tenders from eligible and qualified organizations for **Empanelment of Agency for Creative IEC PR Activities / Works**. The detailed Scope of Services is given in the Tender Document.
- (2) Tender document may be purchased/downloaded by interested and eligible bidders from the website www.statehealthsocietybihar.org. The tender should be submitted along with Earnest Money Deposit (EMD/Bid Security) in form of Demand Draft/Bank Guarantee drawn in favour of Executive Director, State Health Society, Bihar payable at Patna.
- (3) Bidders can submit their bids on or before 06.06.17 up to 15:00 Hrs. along with Bid Security of Rs. 15,000/-. The tenders submitted up to the scheduled date and time shall be opened on the same day at 15:30 Hrs. The bidder's authorized representative may attend the tender opening on the date and time mentioned above.
- (4) Pre-bid meeting is scheduled at 11:00 hrs. on 23/05/2017 in the Conference Room of State Health Society, Bihar. Interested prospective bidders may attend the pre-bid meeting to seek clarification on any aspects of the tender document.
- (5) All further notifications/amendments, if any shall be posted on www.statehealthsocietybihar.org. No separate communication shall be made with individual bidders.

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

CHAPTER- I: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Tender Inviting Authority(TIA) has issued these Tender Documents for **Empanelment of Agency for Creative IEC Activities / Works** as mentioned in Chapter – III “Scope of Services”.
- 1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before preparing the tender and submitting the same to the Tender Inviting Authority, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.

2. Availability of Funds

- 2.1 Expenditure to be incurred for the proposed services will be met from the funds available with the State Health Society Bihar, Govt. of Bihar under Project Implementation Plan, NHM, MoHFW, Govt. of India.

3. Language of Tender

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

4. Bidder's Eligibility and Qualification

- 4.1 This invitation for tenders is open to all Organizations (Proprietorship Firms, Partnership Firms, private ltd, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India) who fulfil the eligibility and qualification criteria specified hereunder. Under all conditions, whether bidder applying standalone should be able to provide all the services mentioned in the Chapter – III: Scope of Services, else its candidature will be deemed misfit. Also, note that consortiums are not allowed to bid for this tender, and any bids received from consortiums shall be rejected without consideration.
 - i. The bidder should have achieved minimum average annual turnover of Rs.1.0 Crore during the last three Financial Year 2013-14, 2014-15& 2015-16.
 - i) In support, the agency should submit Audited Balance Sheet such as Audited Annual Report having Balance Sheet, Trading and Profit & Loss Statement, Income

&Expenditure and other Statement for last 3 Financial Year 2013-14, 2014-15 and 2015-16.

- ii. The bidders must have at least 2-year experience of similar work (atleast 4 of the 12 item categories listed under Scope of Services – Chapter III), with central ministries/state Govt. departments, PSUs, Autonomous Bodies, International agencies, societies etc. (the bidder must provide a portfolio of evidences (contracts and/or work orders) and provide at least three contactable references where it undertook similar work).
 - iii. The bidder should have a PAN Card, and submit a self-attested copy of the same, along with the tender.
 - iv. The bidder should submit a Notarized Affidavit, stating that it is not black -listed by any organization/ Institution Department of any State Govt./ Govt. of India or has any pending Civil /Criminal /vigilance case anywhere in India.
 - v. The bidder should submit copy of Registration Certificate of Service Tax, Income Tax Dept., and Commercial Tax/Advertisement Tax as applicable.
 - vi. The bidder should submit Proof of having an adequate/suitable manpower &infrastructure/arrangement for carrying out the assignment, which may be subject to physical verification after the agency is shortlisted.
 - vii. The bidders would be required to make a brief presentation on their experiences, potential, creative skills, etc.
 - viii. The bidder should be working in Bihar, for at least 2 years and should be having a registered and fully functional office in Bihar.
 - ix. Preference will be given to firms, who are accredited from any National/State level Departments/Communication agency. A copy of accreditation should be submitted.
- 4.2 The bidders who do not meet the eligibility and qualification criteria specified above will be treated as non - responsive and will not be considered further.

5. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

6. Content of Tender Enquiry Documents

- 6.1 The Tender Enquiry Documents include the following Chapters, in addition to the ‘Notice Inviting Tenders (NIT):
- Chapter I – Instructions to Bidders (ITB)
 - Chapter II – Conditions of Contract (COC)
 - Chapter III – Scope of Services
 - Chapter IV – Contract Form
 - Chapter V – Other Standard Forms
- 6.2 The relevant details of the required services, terms & conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also the standard

formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

7. Amendments to Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 7.2 Such an amendment will be notified on www.statehealthsocietybihar.org and the same shall be binding to all prospective Bidders.
- 7.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
- 7.4 Any bidder who has purchased/downloaded the tender document should watch for amendment, if any, issued on the above website and Tender Inviting Authority will not issue separate communication to them. Tender Inviting Authority shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website.

8. Clarifications of Tender Documents

- 8.1 A prospective bidder requiring any clarification regarding services, terms & conditions, etc. given in the Tender Documents may submit written request for clarifications to the IEC Cell by email at iec@statehealthsocietybihar.org or ieccell2015@gmail.com, on/or before the scheduled pre-bid meeting.
- 8.2 All the prospective bidders will be notified of response to clarifications only through website www.statehealthsocietybihar.org. Any bidder who has purchased/downloaded the tender document should watch for clarifications, if any, issued on the above website and Tender Inviting Authority will not issue separate communication to them.
- 8.3 Tender Inviting Authority shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above website.

9. Pre-Bid Meeting

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

Date & Time : 23 May 2017 at 1100 am
Venue : Conference Hall, State Health Society, Bihar, Parivar Kalyan Bhawan, Sheikhpura, Patna
Contact Person : **Administrative Officer-cum-I/C IEC, SHSB**
Mobile: 0612-2290097
E-mail: iec@statehealthsocietybihar.org

- 9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request on the same day. The Tender Inviting Authority shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of ITB Para 7& 8 above shall be issued, which shall be binding on all prospective bidders.

C. PREPARATION OF TENDERS

10. Documents Comprising the Tender

10.1 The bidding process shall comprise the following:

- i) Earnest money furnished in accordance with ITB Para 13
- ii) Tender Form as per Form-A of Chapter-V given in the Tender Document.
- iii) Bidder Information Form as per Form-B of Chapter V given in the Tender Document
- iv) Performance Statement as per format given in Form-C of Chapter-V, along with self-attested copies of work-orders/contract agreements/ performance statement in support of experience of the bidder(minimum 2 contracts/work orders per annum)
- v) Affidavit as per paragraph 4.1 (v) in the Tender Document. (as per Form F)
- vi) Authorization Letter in favour of signatory of Tender.
- vii) Certificate of Incorporation/ Registration of the Agency.
- viii) Audited Annual Report having Balance Sheet, Trading and Profit & Loss Statement, Income & Expenditure and other Statement for last 3 Financial Year (FY 2013-14, 2014-15 and 2015-16)
- ix) Self-attested copy of Income Tax Registration Certificate / PAN card
- x) Income Tax Return for last 3 year (AY 2014-15, 2015-16 and 2016-17).
- xi) Self-attested copy of Commercial Tax / VAT registration.
- xii) Self-attested copy of Service Tax registration.
- xiii) Resume of Agency's leadership/creative lead
- xiv) Accreditation Contract Agreement or announcement letter with Government National/State level Govt. Department/ Communication Agency.

11. Alternative Tenders

11.1 Alternative Tenders are not permitted.

12. Documents establishing Compliance of Services as per Tender Document.

- 12.1 The bidder should submit Tender Form duly signed by authorised signatory certifying compliance on the Scope of services incorporated in the Tender Documents.
- 12.2 In case there is any variation and/or deviation between the scope of services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.
- 12.3 If a bidder furnishes wrong and/or misleading/misleading data, statement(s) etc. about the services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.

13. Earnest Money Deposit (EMD)

- 13.1 All Bidders shall furnish along with its tender, earnest money deposit /bid security of Rs. 15,000/- (Rupees fifteen thousand only).
- 13.2 The earnest money shall be in the form of Demand Draft / Bank Guarantee.
- 13.3 The earnest money deposited in form of Bank Guarantee shall be valid for 180 days from date of due date of submission of bids.
- 13.4 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected

- 13.5 The Bid Security should be provided from any commercial bank and should be pledged to Executive Director, State Health Society, Bihar, payable at Patna. In case bid security is submitted in form of Bank Guarantee, it should be as per the format given in Form-D of Chapter V.
- 13.6 Bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract.
- 13.7 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority.

14. Tender Validity

- 14.1 The tenders shall remain valid for a period of 120 days after the due date of submission of bids. Any tender valid for a shorter period shall be treated as nonresponsive and rejected.
- 14.2 In exceptional situations and in terms of ITB Para 7.3, the bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by speed-post/e-mail. The bidders, who agree to extend the tender validity, shall be required to extend the tender validity without any change or modification of their original tender and also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

15. Signing and Sealing of Tender

- 15.1 The Bidders shall submit their tenders as per schedule indicated in Notice Inviting Tenders (NIT) and any amendments made in due date for submission of bids.
- 15.2 The bids shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 15.3 All the pages of the tender shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 15.4 The bidder is to seal the bid in sealed envelope duly super scribed with complete address of bidder as well as Tender Inviting Authority. In addition, the due date for submission and opening of bids should also be mentioned on outer envelope and envelope containing Bids.
- 15.5 If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF TENDERS

16. Submission of Tenders

Unless otherwise specified, tenders should be received up to scheduled date and time as per date and time given in NIT including amendments in dates as notified on website www.statehealthsocietybihar.org

17. Late Tender

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

18. Alteration and Withdrawal of Tender

18.1 The bids can't be withdrawn or altered after due date and time for submission of bids.

18.2 Notwithstanding to ITB Clause 13, if a bidder withdraws the tender any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

19. Opening of Tenders

19.1 The Tender Inviting Authority will open the tenders at the date and time as indicated in the NIT or any other date and time extended in terms of ITB Para 7.3. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.

19.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letter of authority from the bidder. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names, signatures, e-mail Id, contact no. and Bidders' names and addresses.

19.3 The Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the Tender Document. During the Bid opening, the Bid opening official(s) will read the salient features of the bids like Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

F. SCRUTINY AND EVALUATION OF TENDERS

20. Basic Principle

20.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the Tender Document, based on which tenders have been received and contents of the bid submitted by the bidders. No new condition will be brought in while scrutinizing and evaluating the tenders.

21. Preliminary Scrutiny of Tenders

21.1 The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the tenders are generally in order.

21.2 Prior to detailed evaluation of tenders, the Tender Inviting Authority will determine the substantial responsiveness of each tender to the Tender Document. A substantially responsive tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (COC Clause 5), EMD (ITB Para 16), Taxes & Duties (COC Clause 13), Force Majeure (COC Clause 18) and Applicable law (COC Clause 22) will be deemed to be a material deviation.

- 21.3 The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the tender itself, without recourse to extrinsic evidence.
- 21.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form as per format given in Form-A of Chapter V (signed and stamped) not submitted
 - (ii) Tender validity is shorter than the required period.
 - (iii) Required EMD have not been submitted.
 - (iv) Bidder has not agreed to give the required performance security.
 - (v) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vi) Bidder is not eligible and qualified as per ITB Para 4.1

22. Minor Infirmary/Irregularity/Non-Conformity

- 22.1 If during the preliminary examination, the Tender Inviting Authority find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority will convey its observation on such 'minor' issues to the bidder by speed post/e-mail asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

23. Bidder's capability to perform the contract

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

24. Contacting the Tender Inviting Authority

- 24.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the Tender Inviting Authority for any reason relating to its tender, it should do so only in writing.
- 24.2 In case a bidder attempts to influence the Tender Inviting Authority in the decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Tender Inviting Authority.

G. SELECTION FOR EMPANELMENT

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

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

26. Selection Criteria

- 26.1 Technical proposal of all bidders' which meet the basic requirement (i.e. timely submission. Bid security, sealing of application etc.) would be taken for evaluation as per the technical

evaluation criteria. *All bidders scoring 70 or above marks would be selected for empanelment.* The evaluation shall be carried out on the following criteria:

Sr.	Parameter	Max. Marks
1. Agency's Background and Experience		(75)
a.	i) Bidder's experience of handling similar assignments for other Government departments, PSUs, Autonomous bodies, International Agencies and Societies, semi-Government. (must submit atleast 2 experience certificate/work-orders/contracts per year) <ul style="list-style-type: none"> • 2 years to 4 years: 15 marks • 4years to 6 years: 20 marks • Over 6years: 25 marks 	25
	ii) Accreditation from any National/State level Govt. Department/communication agency – at the time of submission of this application.	5
b.	Number of valid assignments operated by the bidder during last 3 months from the due date of tender submission (attach work-orders/contracts documents/relevant documents) <ul style="list-style-type: none"> • Less than 5 assignments: 0 marks • 5 to 10 assignments: 12 marks • 11 to 15assignments: 15 marks • Over 15assignments: 20 marks 	20
c.	Experience of Working on items listed in Scope of Services (total 13 items listed in Chapter III) <ul style="list-style-type: none"> • 0 to 3 items: 0 marks • 4 to 8 assignments: 5 marks • 9 to 13 assignments: 10 marks 	10
d.	Bidder's annual turnover for financial year 2013-14, 2014-15& 2015-16. <ul style="list-style-type: none"> • Rs. 1.0 Crore to Rs.2.0 crores: 5 marks • >Rs.2.0Crore to 3.0 crores: 10 marks • Over Rs. 3.0 crores: 15 marks 	15
2.Geographical Presence and Technical Capability (10)		
a.	Geographic Presence in different districts of Bihar - Assignments implemented in over 25 districts during last 3 years: 5 marks	5
b.	Technological Capability - Availability of recording, editing, production studio: 5 marks	5
3. Score from Presentation		(15)
a.	Adequacy of the methodology for conducting the assignment including methods and tools for ensuring effectiveness of the assignment	5
b.	Presentation of sample/design and quality	10

The Agencies scoring more than 60 marks in the 'Agency's Background and Experience' and '2. Human Resource and Geographic Presence' section may be called for presentation of experience, potential, creativity etc.

Concerning Documents Required:

Sr.	Parameter	Max. Marks
1. Agency's Background and Experience		
a.	i. Bidder's experience of handling similar assignments for other Government departments, PSUs, Autonomous bodies, International Agencies and Societies, semi-Government	Experience Certificate/Work Order/ Contract documents– minimum 2 per year
	ii. Accreditation from any National/State level Govt. Department/ communication agency – at the time of submission of this application/tender	Accreditation Contract Agreement or announcement letter.
b.	Number of valid assignments being operated at the time of application submission	Operations certificate from concerned clients/ Work orders/ Contracts document
c.	Experience of Working on items listed in Scope of Services	Operations certificate from concerned clients/ Work orders/ Contracts document
d.	Bidder's turnover for last 3 years (FY 2013-14, 2014-15 and 2015-16)	Audited Balance sheet, Trading and Profit & Loss Account, Income & Expenditure Statement and other relevant financial statements
2. Geographic Presence and Technological Capacity		
a.	Geographic Presence in different districts of Bihar	Details of projects implemented in the past 3 years
b.	Technological Capability	Details about recording, editing, production studio
3. Score from Presentation		
a.	Adequacy of the methodology for conducting the assignment including methods and tools for ensuring effectiveness of the assignment	Presentation
b.	Presentation of sample/design and quality	Presentation

Self-attested copies of contracts/work-orders/satisfaction certificate will be considered for experience evaluation of the bidders; however, self-declarations shall not be considered.

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

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

28. Intimation Letter to successful bidder / Notification of Award

28.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the **successful bidder(s) in writing, by speed post or by e-mail that its tender has been accepted**, briefly indicating there in the description of services.

28.2 The Notification of Award shall constitute the formation of the Contract.

29. Signing of Contract

- 29.1 Promptly after notification of award, the Tender Inviting Authority will send the contract form (as per Format given in Chapter V) duly completed and signed, in duplicate, to the successful bidder by speed post/e-mail.
- 29.2 Within twenty-one days from the date of receipt of the contract form (as per Clause 29.1), the successful bidder shall return the original copy of the contract form, duly signed and dated, to the Tender Inviting Authority by registered / speed post.

CHAPTER- II: CONDITIONS OF CONTRACT (COC)

1. Application

- 1.1 The Conditions of Contract incorporated in Chapter-II, Scope of Services under Chapter III of this document shall be applicable for this contract.

2. Use of contract documents and information

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

3. Intellectual Property Rights

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

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. Performance Security

- 5.1 For any PR & Media Management tender floated in future, financial bids shall be invited from the agencies empanelled through this tender. Within twenty-one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority or no. of days decided by the bidding authority (less than 21 days) subsequent to invitation of technical and financial bids from empanelled firms, the Service Provider, shall furnish performance security to the Tender Inviting Authority for an amount equal to Ten percent (5%) of the

estimated contract value, valid up to ninety (90) days after the date of completion of all contractual obligations by the Service Provider.

- 5.2 The Performance security as above shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a Scheduled Bank in India, in the format given in Form-E of Chapter V.
- 5.3 In the event of any failure /default of the Service Provider with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The Tender Inviting Authority may do the needful to cover any failure/default of the Service Provider with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the Service Provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Tender Inviting Authority will release the Performance Security without any interest to the Service Provider on completion of contractual obligations including the warranty obligations.

6. Scope of Services and Standards

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

7. Assignment

- 7.1 SHSB shall share its public relations (PR) projects (requirements) through short tenders with the agencies empanelled based on this tender document, as and when required.
- 7.2 The terms and conditions shall vary based on individual assignments, and will be described in detail in the corresponding tenders.
- 7.3 The Service Provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

8. Sub Contracts

- 8.1 The Service Provider shall notify the Tender Inviting Authority in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Service Provider from any of its liability or obligation under the terms and conditions of the contract. Sub contracts shall not be inconsistent with the terms of the tender/contract agreement.
- 8.2 Any sub-contracts if not already specified in the tender shall be subject to prior approval of the Tender Inviting Authority.
- 8.3 As such, any failure of sub-contractor(s) shall be deemed to be the failure / default of the Service Provider under this contract and shall be liable to be proceeded accordingly.

9. Modification of contract

- 9.1 If necessary, the Tender Inviting Authority may, by a written order given to the Service Provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.
- 9.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or time required by the Service Provider to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or duration of contract, as the case may be, and the contract amended

accordingly. If the Service Provider doesn't agree to the adjustment made by the Tender Inviting Authority, the Service Provider shall convey its views to the Tender Inviting Authority within twenty-one days from the date of the Service Provider's receipt of the Tender Inviting Authority's modification of the contract.

10. Prices

- 10.1 The price for individual assignments shall be as per the financial bids submitted by the empanelled agencies against corresponding assignment tenders.
- 10.2 The final amount shall be paid post deduction of any applicable penalties. These penalties will be defined at the time of tendering for a particular assignment.

11. Taxes and Duties

- 11.1 Service Provider shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods and/or services to the Tender Inviting Authority.

12. Terms and Mode of Payment

- 12.1 Payment shall be made against the financial quote received from selected empanelled agency for the concerned individual assignment tender
- 12.2 The payments shall be made at the end of the project, as per the assignment's terms and conditions.
- 12.3 The Service Provider shall send its claim for payment within 10 days of completion of the project and submission of proper invoice(or as defined in the concerned assignment's tender for long term assignments), to the paying authority i.e. Executive Director, State Health Society Bihar.
- 12.4 The paying authority shall release payment within 15 days of receipt of claim

13. Termination of Contract

- 13.1 If the Service Provider fails to perform the services as given in Scope of Services, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, may terminate the contract as a whole or in part by giving in written 30 days' notice

14. Termination for default

- 14.1 The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider or its sub-contractor(s) fails to perform services as specified in the contract or any other contractual obligations within the time period specified in the contract.
- 14.2 In the event the Tender Inviting Authority terminates the contract in whole or in part, pursuant to COC clause 13. and 14.1 above, the Tender Inviting Authority may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such services. In case of termination of agreement for any reason under the above clauses, the performance security shall be forfeited and the agency shall be blacklisted for 5 years.
- 14.3 Unless otherwise instructed by the Tender Inviting Authority, the Service Provider shall continue to perform the contract to the extent not terminated.

15. Termination for insolvency

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

16. Force Majeure

- 16.1 Notwithstanding the provisions contained in COC clauses 15, 16 and 17 the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 16.2 For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 16.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 16.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 16.5 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfil its contractual commitment and responsibility; the Tender Inviting Authority will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

17. Governing language

- 17.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

18. Notices

- 18.1 Notices, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile and confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 18.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

19. Resolution of disputes

- 19.1. If dispute or difference of any kind shall arise between the Tender Inviting Authority and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- 19.2. If the parties fail to resolve their dispute or difference by such mutual consultation the said dispute, whatsoever it may be, shall be referred or decided under the terms of Arbitration and Conciliation Act 1995 and related amendment.
- 19.3. All disputes arising out of tendering process / terms of contract shall be within the jurisdiction at Patna. Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.
- 19.4. The award passed by the arbitrators shall be final and binding.
- 19.5. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Patna, Bihar.

20. Applicable Law

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

CHAPTER – III: SCOPE OF SERVICES

For Empanelment of Agency for Creative / IEC Activities / Works

1. Background & Purpose

State Health Society Bihar is implementing the National Rural Health Mission (NRHM) to carry out necessary correction in the basic health care delivery system. The Goal of the Mission is to improve the availability and access to quality health care for people, especially for those residing in rural areas. As part of its overall mandate of ensuring accessibility to good quality healthcare in the government health institutions, the SHSB is aiming towards effective IEC management, so as to ensure the awareness of all the health schemes and its importance among the rural livelihood.

The reputed Registered Organizations/Agency/Firms are invited to submit their proposals for supplementing BCC/IEC activities/campaigns at state, district and block levels under State Health Society Bihar.

Details of the notice for empanelment can be obtained from our website – www.statehealthsocietybihar.org.

Proposals having eligibility and qualification document are invited from the reputed agencies to take up the following creative jobs for State Health Society, Bihar. No financial proposals / bids are invited at this stage.

Sr. No.	Items	Overview
1	Development of TV Spots/Documentary Film etc.- including cost of script writing, development of songs, voice and music dubbing &, development of songs, recording etc.	30 Secs., 45 Secs., 60 Secs., or as required
2	Preparation of TV Serial highlighting Health issues including development of script.	21 min. programme for approx 15 episodes, or as required.
3	Development of Script & Radio Spots/Jingles	30 Secs, 45 Secs., 60 Secs.
4	Wall-Painting& Hoarding	As required, depending on assignment requirements
6	Development of different types of IEC materials & manuals, preparation of articles, prepare text/voice messages etc. on different issues related to health, and for behavioural change	Thematic
7	Folk show/folk media performance including development of scripts on health issues for behaviour change	Through a team of minimum five artists including musicians with musical instruments.
8	Puppet shows on health issues for behaviour change	
9	Nukkad Natak/Street plays/Street theatrical performances, including development of scripts on health issues for behaviour change	Through a team of minimum five artists with or without musicians with musical instruments.
10	Covering specific meetings and seminars as specified by SHSB and developing Press Notes	
11	Development of 'Khandan' (countering negative stories relating to health) and media coordination for immediate publication	
12	Organizing press conference	
13	Other required miscellaneous activity regarding PR	

Other Terms & Conditions:

- The empanelled agencies shall be selected for respective assignments as may come up during period of empanelment of two year, based on financial bids received for those assignments. These tender requests for individual assignments shall only be shared with the empanelled agencies. This period may be extended at the discretion of the SHSB for a further period of one year based on satisfactory performance of the agency.
- The Agency found L-1 for individual assignment projects shall be issued work order to execute the assignment and shall be required to submit performance security equal to 5% of the value of work.
- If L1 agency denies to execute the work or fails to submit performance security, the empanelment shall stand cancelled.
- The SHSB will have the right to remove any agency from the empanelled list without assigning any reason whatsoever.
- The agency will appoint a nodal officer for assigned work, who will coordinate with the concerned officers/offices and provide information on status of work from time to time.
- The empanelled agency is expected to maintain confidentiality on matters disclosed till proper instruction is issued. SHSB reserves the right to impose penalty in case of any violation of the above.
- Artwork/design/spot etc. once commissioned will become property of the SHSB, and cannot be used by the Agency anywhere else, but can be used elsewhere by the SHSB
- SHSB reserves the right to make necessary modification to the selected work, concept etc.
- The State Health Society, Bihar reserves the right to cancel the empanelment process without assigning any reason, whatsoever.
- The penalty clauses shall be decided at the time of sharing RFP for individual projects.

CHAPTER - IV: CONTRACT FORM

Contract No _____

Dated _____

This is in continuation to Notification of Award No _____ dated _____

1. Name & address of Client: _____
2. Name & address of the Service Provider: _____
3. Tender Inviting Authority's Tender Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Tender Inviting Authority
4. Service Provider's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Service Provider and the Tender Inviting Authority in connection with this tender.
5. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - i. Tender Inviting Authority's Notification of Empanelment;
 - ii. Conditions of Contract;
 - iii. Scope of Services;
 - iv. Bidder Information Form;
 - v. Tender Form
6. Some terms & conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the Service Provider are as under: _____
 - (ii) Contract Duration: _____

**(Signature, name and address
of the Tender Inviting Authority's authorised official)
For and on behalf of _____**

Received and accepted this contract

(Signature, name and address of the Service Provider's executive
duly authorised to sign on behalf of the Service Provider)

For and on behalf of _____

(Name and address of the Service Provider)

(Seal of the Service Provider)

Date: _____

Place: _____

CHAPTER - V: OTHER STANDARD FORMS

FORM-A: TENDER FORM

Date _____

To

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

Ref. Your Tender Ref. No. _____ dated _____

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to provide service in conformity with your above referred Tender Document as mentioned in our price bid which has been submitted separately as part of this tender.

If our tender is accepted, we undertake to perform services as mentioned above, as specified in the Scope of Services and also accepts all conditions of the tender document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of COC clause 5, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 14, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

(Signature with date)

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

FORM – B: BIDDER INFORMATION FORM

[Bidders are required to provide the information sought below]

1. Tender Reference No.:
2. Date and Time of opening :
3. Name, Address, phone / email of the Bidder:
4. **Expertise of Organization:**[In brief, not more than 500 words]
 - a) Organization structure (e.g. service provider, hospital owner)
 - b) Years of experience
 - c) Areas of expertise of organization
5. Quality Management System followed by the bidder
6. Details of staff under permanent rolls of the Bidder
 - a) Technical
 - b) Skilled
 - c) Unskilled
7. **Financial data of the organization**
 - Turnover of Last 3 Financial Years
Bidder
F.Y. 2013-14 - Rs. _____
F.Y. 2014-15 - Rs. _____
F.Y. 2015-16 - Rs. _____

P.S. Please attach Audited financial statement, including Profit & Loss Statement, Income & Expenditure statements etc. (for the last three years as above)

- Name and Address of Banker

8. Client Reference List:

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

Name of client/customer:	Number and type of service rendered	Number of personnel involved in rendering services	Client's Contact person name, telephone and e-mail Id.
1.			
2.			
3.			

PS:

1. Please attach self-attested copy of Work Order / MOU / Contract in support of above experience.
2. **Contact details of persons who may contacted for requests for clarification during bid evaluation:**
 - Name/Surname:
 - Tel Number (direct): Landline and Mobile no.
 - Email address (direct):

Signature and seal of the Bidder

FORM - C: PERFORMANCE STATEMENT FORM

(For the period of last three years - minimum)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

Contracting Authority (full address, tel. & e-mail of)	Agreement type and date ¹ or own facility	Description of services provided	Evaluated Value of Services	Performance period		Remarks, if any
				Start date	End Date	
1	2	3	4	5	6	7

Signature and seal of the Bidder

¹The bidder need to provide copy of relevant agreement/ MoU

FORM - D: BANK GUARANTEE FORM FOR BID SECURITY (EMD)

Whereas _____ (hereinafter called the "Bidder") has submitted its bid dated _____ for the services _____ (hereinafter called the "tender") against the Tender Inviting Authority's tender enquiry No. _____

_____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Tender Inviting Authority") in the sum of _____ for which payment will and truly to be made to the said Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

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

This guarantee will remain in force for a period 180 days after due date of submission of tenders and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

FORM – E: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____ (name and address of Tender Inviting Authority)

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

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

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

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

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

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

This guarantee shall be valid up to 90 days from the expected date of completion of all contractual obligations i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

FORM F – FORMAT FOR AFFIDAVIT

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 pending 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 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, 2016.

Name of the Applicant

Signature of the Authorized Person & seal of Notary

Seal: