



(NIT)Reference No: 1/SHSB/PPP (RATE CONTRACT – STATIONARY ITEMS)/2018

Tender notice for selection of agency(s) for annual rate contracting of stationary items

1. The State Health Society, Bihar (SHSB), Patna intends to select agency(s) for annual rate contracting of stationary items.
2. The interested & qualified companies/firms, may download the tender, from the website www.statehealthsocietybihar.org, and may submit "tender documents" mentioning technical and financial details, and other related documents, as per the terms and conditions mentioned in this tender, in a sealed envelope clearly superscripted as "**Tender Notice for Selection of Agency(s) for annual rate contracting of stationary items**" 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 05.06.2018 at 05:00 PM.

3. Schedule of Selection Process:

Sno	Event Description	Timeline
1	Closing, date & time of receipt of tender	05.06.2018 at 05:00 PM
2	Pre-bid meeting	24.5.2018 at 11:00 AM
3	Time, Date and venue of opening of Technical Bid	06.06.2018 at 11:00 AM
4	Time, Date and Venue of opening of Financial Bid	Will be informed via email to eligible bidders & also be published on the SHSB's website.

4. The bids will be opened on the date 06.06.2018 at 11:00 AM. In the event of any of the above-mentioned day being declared a holiday/closed day for the State Health Society, Bihar (SHSB), the bids will be received/opened in the next working day at the scheduled time. The agency's authorized representatives may attend the tender opening on the date and time as mentioned above in **Para 3**.
5. The tender shall be accompanied **Earnest Money Deposit (EMD) of 25,000/- (Twenty-five thousand rupees only)** in the shape of Demand Draft (DD) from any Schedule Bank in favour of State Health Society, Bihar payable at Patna. It may be noted that no bidder is exempt from deposit of EMD. Tenders without EMD shall be summarily rejected.
6. The SHSB reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.
7. For any further clarification, regarding the contents of the tender document, please contact the following officers during office hours from 09:30 AM to 06:00 PM: **In-charge housekeeping, SHSB – 9470003000**
8. All further, notifications/amendments (if any), shall be posted on www.statehealthsocietybihar.org. No separate communication shall be made to individual bidders.

**Executive Director
State Health Society, Bihar (SHSB), Patna**

SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

1. Before preparing the tender and submitting the same to the State Health Society, Bihar(SHSB), the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the tender documents. Failure to provide required information or to comply with the instructions incorporated in these tender documents may result in rejection of tender(s) submitted by bidders.
2. The bidder has to quote for all the stationary items as mentioned in **Annexure 6**. If any bidder fails to quote rate for even one stationary item in the **Annexure 6**, their bid shall be treated as non-responsive and summarily rejected.
3. The rate/s quoted by the bidder/agency shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered by the bidder/agency shall be exclusive of Goods & Service Tax (GST) (Central and State). The rate/s offered by agency/bidder shall be inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by SHSB. There will be no change in the price in respect to change in the cost of materials, labour/transportation. This shall be quoted in the format as per mentioned in **Annexure 6**.
4. 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 State Health Society, Bihar(SHSB) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process
5. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by self-attested English translation and, for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.
6. At any time prior to the deadline for submission of tenders, the State Health Society, Bihar(SHSB) may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
7. Such an amendment will be notified on www.statehealthsocietybihar.org and the same shall be binding to all prospective Bidders. No separate communication shall be made to any individual bidder.
8. Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above website. The State Health Society, Bihar(SHSB) will not issue separate communication to them and shall not be responsible in any manner if prospective Bidders miss any notifications placed on above mentioned website.
9. The tender shall be accompanied by **Earnest Money Deposit (EMD) of 25,000/- (Twenty-five thousand rupees only)** in the shape of Demand Draft (DD) from any Scheduled Bank in favour of State Health Society, Bihar payable at Patna. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security(PS) as per the terms of contract.
10. In order to provide response to any doubt regarding terms and conditions, scope of services and conditions of contract etc. given in the tender document, a pre-bid meeting has been scheduled to be held in the office of SHSB as per details given hereunder:

Date & Time : 24.05.2018 at 11:00 AM
Venue : Conference Hall, State Health Society, Bihar,
Parivar Kalyan Bhawan, Sheikhpura, Patna

11. 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.

12. Only one representative of each Applicant shall be allowed to participate on production of letter from the Applicant.
13. An applicant who has downloaded the RFP, should watch for clarifications, if any, issued on the above website, and that the SHSB will not issue a separate communication to them. The SHSB shall not be responsible in any manner if a prospective applicant fails to notice any notifications placed on the above website.

SECTION 2: ELIGIBILITY CRITERIA

Sno.	Eligibility Criteria for Individual Firms	Supporting Document
1	The Bidder should be established firm/agency registered under Shops & establishment Act, Companies Act 1956/2013 and should have been in operation for a period of at least 3 years as on 31 st March,2018. Consortium is not allowed.	Copy of the Certificate of Incorporation issued by the Registrar of Companies(RoC) or appropriate authorities as applicable
2	The Bidder must have an average annual turnover of Rs.20lacs, in the last three financial years FY 14-15, FY 15-16 & FY 16-17, as evidenced by the audited accounts of the agency.	Audited Balance sheet and Profit & Loss Account.
3	The bidder should have experience of as authorised supplier/ distributors of stationary items in the last three years to Central or state Government/Semi-Government/Public Sector Units(PSU).	Copy of work order and experience certificate from the contracting agency(Central or state Government /Semi-Government/Public Sector Units(PSU)). The certificate should clearly mention the nature of work.
4	Bidder will provide self-attested copies of agency/firm (i) PAN card of the firm/agency (ii) Income tax return (ITR) of last three assessment years (AY 2015-16, 2016-17 and 2017-18). (iii) GST Registration Certificate	Self-attested copies of: <ul style="list-style-type: none"> ▪ PAN card ▪ Copy of Income Tax Return(ITR) filled by bidder in three assessment years (AY 2015-16, 2016-17 and 2017-18). ▪ Copy of GST Registration Certificate ▪ Copy of last GST returns filed, if applicable

- (a) The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
- (b) The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder, who quotes the lowest(L1) minimum cost per stationary item(**excluding GST**) as per Least Cost Selection (LCS), will be selected bidder(s)/agency(s) for the supply of the particular stationary item, under the, “**Tender Notice for selection of agency(s) for annual rate contracting of stationary items**”. The selected agency(s) or bidder(s) will need to sign a contract with SHSB.
- (c) In case, the L1 bidder denies/fails to honour the contract/Letter of Intent(LoI), the SHSB shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, to supply stationary items, at L1 rate.
- (d) Also, in case L1 fails to supply within timeframe as per the purchase order(PO), the SHSB shall be at the freedom to procure the same from L2, L3.....(in this order) responsive bidders at the L1 rate for the specified quantity and period so that the supply and inventory of stationary items, is maintained without interruption.

SECTION 3: PREPARATION OF TENDER

1. Tender Documents are invited in two bids System. The bidder has to seal the Technical bid “Envelope-A” and Financial bid “Envelope-B” in separate envelopes duly super scribed, sealed and both these envelopes should then to be put in a bigger outer envelope, which should also be sealed and duly super scribed with “**Tender Notice for selection of agency(s) for annual rate contracting of stationary items**”. The outer as well as inner envelopes should have complete address of bidder as well as State Health Society, Bihar(SHSB).
2. The “Envelope A” containing the Technical Bid, should contain
 - 2.1 Proposal covering letter, as per **Annexure 1**
 - 2.2 Particulars of the bidder, as per **Annexure 4**
 - 2.3 Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies or appropriate authorities as applicable
 - 2.4 Self- attested copy of PAN card, GST registration certificate
 - 2.5 **Earnest Money Deposit (EMD) of 25,000/- (Twenty-five thousand rupees only)** in the shape of Demand Draft (DD) from any Scheduled Bank in favour of State Health Society, Bihar payable at Patna.Original tender document duly stamped and signed in each page, as a token of acceptance of all the terms and conditions.
 - 2.6 Self-attested copy of audited accounts statement i.e. Profit & Loss Account, Balance Sheet, and other related financial statements along with all Appendix’s for the last 3 financial years (FY) 2014-15, 2015-16 and 2016-17.
 - 2.7 Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY)i.e. 2015-16, 2016-17 and 2017-18.
 - 2.8 Authorization Letter for signing of proposal in favour of signatory to tender documents as per **Annexure2.**
 - 2.9 Affidavit from Notary about non-blacklisting of the agency/bidder as per **Annexure 3.**
 - 2.10 Copy of work order(s) and experience certificate(s) from the contracting agency(s) (Government/Semi-Government/Public Sector Units(PSU)). The certificate should clearly mention the nature of work.
 - 2.11 Checklist as per**Annexure 7.**
 - 2.12 The bidder has to dispatch and submit the bid, by speed post/registered post (Courier will not be allowed) at the office of

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

on or before 05.06.2018 at 05:00 PM. No Bid will be accepted beyond this time.

3. The State Health Society, Bihar (SHSB) will open the tenders at the date and time as indicated in Notice Inviting Tender (NIT).In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the State Health Society, Bihar (SHSB), the tenders will be opened at the appointed time in Conference Hall, SHSB on the next working day.
4. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
5. The “Technical Bid” shall be opened, at the prescribed time and date as indicated in Notice Inviting Tender (NIT). These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the tender.
6. The financial bid(s) of bidders whose Technical bids are found technically responsive and comply with the bid documents, will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder’s

representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.

7. The bidder should quote the rates in figures as well as in words. Alteration, if any, unless legibly attested by the supplier, with their full signatures shall invalidate the bid. Each page of document should be signed by the supplier himself/themselves or his/their authorized agent on his/their behalf. In case the agent signs the document, the authority letter in his favour must be enclosed with the quotation as per **Annexure 2**.
8. The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which may otherwise make the bid liable for rejection.
9. The price offered by the bidder/agency shall be valid for a minimum period of 1 year from the date of issue of award of contract.
10. The rates quoted by the bidder/firm shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered by the bidder/agency shall be exclusive of Goods & services Taxes (GST) (Central & State). The rate/s offered by agency/bidder shall be inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by SHSB. There will be no change in the price in respect to change in the cost of materials, labour/ transportation, duties and other levies on raw materials and components that may take place while the rate contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon.
11. The SHSB will issue purchase order/s(PO's) for supply of stationary items on as and when required basis. The supply is to be made as per the timelines mentioned in the PO's. Failure to supply within the prescribed time for 03 (three) consecutive purchase orders, the SHSB may decide to abort the contract with forfeiture of the performance security(PS).
12. The bidder/agency shall start supply of the stationary items required by SHSB at the destination mentioned in the purchase orders(POs) as per the schedule of delivery. It is the duty of the bidder/agency to supply stationary items at the destinations mentioned in the purchase order(PO) and shall confirm to the conditions mentioned in the provisions of the NIT, rate contract and directives from SHSB.
13. The agency submitting it's bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.
14. THE SHSB reserves the right to cancel/reject full or any part of the tender, without assigning any reason.
 1. Any action on the part of the bidder to influence anybody of SHSB will make his bid liable to rejection.
 2. SHSB may, in writing, make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document that shall be communicated by SHSB.
 3. SHSB reserves the right to cancel the rate contract in whole or any part thereof and shall be entitled to revise the rate contract wholly or in part by a written notice to the selected agency bidder, if: -
 - (a) The agency fails to comply with the terms of the order including specifications and other requirements;
 - (b) The agency fails to provide the stationary items on time.
15. Upon receipt of the said cancellation notice, the agency shall not provide any services connected with the rate contract.
16. The stationary items provided by the successful bidder shall be strictly in accordance with specifications stated, any alterations of those conditions shall not be made without consent of SHSB in writing. Any unauthorized deviation from the quality of the goods as well as scope of works shall not be permitted.
17. The SHSB will place the orders for rate contracted stationary items based on the requirement of the Office.

SECTION 4. TERMS AND CONDITIONS

(A) EARNEST MONEY DEPOSIT (EMD)

1. The tender shall be accompanied by Earnest Money Deposit (EMD) of 25,000/- (**Twenty five thousand rupees only**) in the shape of Demand Draft (DD) from any Scheduled Bank in favour of State Health Society, Bihar payable at Patna. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
2. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security(PS) as per the terms of contract.
3. Earnest money is required to protect the State Health Society, Bihar (SHSB) against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. The EMD of a bidder may be forfeited without prejudice to other rights of the SHSB, 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. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of SHSB, if it fails to furnish the required Performance Security(PS) within the specified period.
4. The EMD/ Bid Security shall be forfeited by the SHSB hereunder or otherwise, under the following conditions:
 - 4.1 If a Bidder submits a non-responsive Bid;
 - 4.2 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - 4.3 If a Bidder withdraws its Bid during the period of bid validity as specified in this tender and as extended by the SHSB from time to time;
 - 4.4 In the case of Selected Bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security(PS) within the period prescribed therefore in the contract
 - 4.5 In case the Selected bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security(PS).

(B) PROJECT DURATION

The tenure of the hiring of services is for 1 year, which can be extended for a further period of 1 year or more on the same rates, terms and conditions provided both parties are agreeable to the same.

(C) SIGNING OF THE CONTRACT

The contract document, should be executed within 21 days of the issue of the Letter of Acceptance. Non-fulfilment of this condition, will result in cancellation of the award and forfeiture of the EMD.

(D) PERFORMANCE SECURITY

- a) The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of SHSB, for an amount of Rs 50,000/- (Fifty thousand rupees only). The Bank guarantee shall be as per proforma at “**Annexure 5**” and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security, will be returned to the bidder, upon validation of completion of the all contractual obligations including warranty.
- b) The performance security should be submitted before executing the contract.
- c) If the agency/bidder violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the [SHSB](#) and the contract may also be cancelled.

(E) PENALTIES

1. The supply of stationary items at SHSB office, should be made within 7 days (excluding government holidays) of receipt of the supply/purchase order, failing which a penalty of 0.5%(half percent) of the total work order amount will be levied for each day of delay.

(F) PAYMENTS

- a) The State Health Society, Bihar (SHSB), Government of Bihar(GoB) will pay the agency as per the rates quoted in the tender for each of the stationary items.
- b) The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice as prescribed under GST Act 2017, within 30 days from the submission of Invoice.
- c) TDS as applicable will be deducted at source as per Income Tax Act/ **GST (if applicable) and other applicable laws.**

(G) SUB CONTRACTS

Sub-letting/Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the agency sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the agency/bidder.

(H) MODIFICATION TO CONTRACT

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

(I) TERMINATION OF CONTRACT

- a) Any bidder 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 Intent(LoI) or contract formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- b) The SHSB, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency, terminate the contract in whole or in part, if the agency 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, consequently the performance security may be forfeited.

- c) Unless otherwise instructed by the SHSB, the agency or bidder shall continue to perform the contract to the extent not terminated.

(J) TERMINATION FOR INSOLVENCY

If the bidder or agency becomes bankrupt or otherwise insolvent, it will inform to the SHSB within 30 days written notice to terminate the contract. The SHSB reserves the right to terminate, without any compensation, whatsoever, to the agency, and the SHSB may forfeit the performance security.

(K) TERMINATION BY MUTUAL CONSENT

In the event the SHSB & bidder or agency mutually agrees to the terminate the contract, either party shall give 30 days written notice to the other party and after the consent of both parties contract may be terminated without any Legal or Financial Obligation on any Party to the contract.

(L) FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding 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 bidding Process.
- b) 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 bidding Process, such Applicant shall not be eligible to participate in any tender issued by the SHSB during a period of 2 (two) years from the date such Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding 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 bidding Process.
 - ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;
 - iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
 - iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the SHSB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest
 - v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

(M) DISPUTE MECHANISM

1. Any dispute or difference or claim arising out of or in relation to this MoU, including the validity, performance or breach thereof, which firstly the parties hereto cannot themselves settle by reaching a mutual understanding, shall be referred for settlement to Principal Secretary(PS), Department of Health, Government of Bihar(GoB) and the decision, shall be final and binding on the parties.
2. If any further dispute arises between the parties thereupon, the same will be settled only through the competent court of law under the territorial jurisdiction of Patna only.

(N) 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.

**Executive Director
State Health Society Bihar**

ANNEXURE 1: PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

The Executive Director

State Health Society, Bihar

Parivar Kalyan Bhavan, Sheikhpura

Patna - 800014

Bihar

Re: Selection of agency for annual rate contract for stationary items

Dear Sir / Madam,

We, the undersigned, offer to provide the services for in accordance with your Request for Proposal vide Ref Nodatedand our Proposal. We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of SHSB to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to SHSB any additional information it may find necessary or require to supplement or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by SHSB;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with SHSB or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.

- e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.
- f. We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our member.
- g. We further certify that no investigation by a regulatory authority is pending against us or against our Proprietor /CEO or any of our Directors.
- h. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SHSB and / or the Government of Bihar in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- i. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- j. We agree to keep this offer valid for 90 days from the proposal due date specified in tender.
- k. A Power of Attorney(PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- l. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the SHSB.
- m. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

ANNEXURE 2: POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application/Bid document
(On a Stamp Paper of INR 100)

Power of Attorney

Know all men by these presents, We M/s..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address and PAN), duly approved by the appropriate authority of the firm/agency, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "**Selection of agency for annual rate contract of stationary items**" including signing and submission of all documents and providing information / responses to the State Health society, Bihar (SHSB), representing us in all matters before State Health Society, Bihar (SHSB) in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney(PoA) 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 2018.

For _____

(Name, Designation and Address)

Accepted _____ (Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- i. The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA).

ANNEXURE 3: FORMAT FOR AFFIDAVIT

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not barred by State Health Society Bihar/ or any other entity of GoB or blacklisted by any state government / central government and their undertakings in India from participating in Project/s, in last 3 years from the date of submission of bids/tenders, as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2018

Name of the Applicant.....

Signature of the Authorized Person

..... Name of the Authorized Person

ANNEXURE 4: PARTICULARS OF THE BIDDING ORGANIZATION

Name and full address of the Company	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address: Company website: Year of Incorporation:	
Turn Over of the Company (in crores) 2014-15: 2015-16: 2016-17: Average Annual Turnover:	
Income Tax Registration number (PAN)	
Goods and Services Tax(GSTN):	
Type of Company (Public Limited/Private Limited etc)	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the SHSB (Attach letter of authority)	
Has the organization been blacklisted by any state or central government entity or any of its undertakings If yes, kindly give details of the govt. entity and reason for blacklisting, in last 3 years from the last date of submission of bids/tenders	
(Authorised Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____ Company Name: _____ Business Address: _____ Official Email:	

ANNEXURE 5. FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,

The Executive Director

State Health Society Bihar Pariwar Kalyan Bhawan Sheikhpura, Patna Bihar-800 014

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated ...2018 (hereinafter referred to as "the Contract") to implement the [Name of the project: of for the SHS, Bihar.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the SHS, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of *Rs.50,000/- (Fifty Thousand rupees only)* to SHS, Bihar under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards SHS, Bihar under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from SHS, Bihar stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to SHS, Bihar any and all sums demanded by SHS, Bihar under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from SHS, Bihar to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **18 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that SHS, Bihar at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that SHS, Bihar may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of SHS, Bihar or any other indulgence shown by SHS, Bihar or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Patna, Bihar shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2018

Witness

(Signature) (Signature) (Name) (Name) Bank Rubber Stamp

(Official Address) Designation with Bank

ANNEXURE 6– FINANCIAL BID

List of Items		Unit	Rate in figures	Rate in Words	GST in figures	GST in words	Total Rate (in figure)	Total Rate (in words)
SN	List of Stationery Items							
1	A4 Size Paper 75 GSM – Century	Per Pkt						
2	A4 Size Paper 75 GSM – JK	Per Pkt						
3	FS Size Paper 75 GSM - Century	Per Pkt						
4	Envelope (10"x4.5") - White Taj Mahal	Pack of 100 Pcs						
5	Envelope - A4 Size - Plastic Coated	Pack of 100 Pcs						
6	Envelope - AS Size - Plastic Coated	Pack of 100 Pcs						
7	CD - General (HP / Moser Bear)	Pack of 100 Pcs						
8	CD - R/W (HP / Moser Bear)	Pack of 10 Pcs						
9	DVD - General (HP / Moser Bear)	Pack of 10 Pcs						
10	DVD - R/W (HP / Moser Bear)	Pack of 10 Pcs						
11	Fly Leaf - Raj 777	Per Piece						
12	My Clear Bag Button Type Folder - MC 212-Solo	Per Piece						
13	Executive Document Case DC 107 – Solo	Per Piece						
14	L Shaped Folder A4 Size - CH101 – Solo	Per Piece						
15	Stic File - Good Quality	Per Piece						
16	Index File FS Size - Plastic Coated - LA512 – Solo	Per Piece						
17	Report Cover (Strip File RC - 002) – Solo	Per Piece						
18	Secure Companion File-CC103 – Solo	Per Piece						
19	File Guard (Board File)	Per Piece						
20	Paper Flag - Corporate 3 pads of 25mm x 75mm	Per Piece						
21	Write on Slip/Pad - Corporate (3x3)	Per Piece						
22	Spiral pad Matrix - 160 pages / 21.6 x 14 cm	Per Piece						
23	Writing Pad, No 8 – Oddy	Per Piece						
24	Conference Pad - size 21 x 14.8 cm – ITC	Per Piece						
25	Short Hand Copy - Monaf / Priya	Per Piece						

List of Items		Unit	Rate in figures	Rate in Words	GST in figures	GST in words	Total Rate (in figure)	Total Rate (in words)
SN	List of Stationery Items							
26	1Q Fancy Deluxe General Register - Monaf / Priya	Per Piece						
27	2Q Fancy Deluxe General Register - Monaf / Priya	Per Piece						
28	4Q Fancy Deluxe General Register - Monaf / Priya	Per Piece						
29	4Q Fancy Stock Register - Monaf / Priya	Per Piece						
30	4Q Fancy Dispatch Register - Monaf / Priya	Per Piece						
31	4Q Fancy Letter Receiving Register - Monaf / Priya	Per Piece						
32	4Q Fancy Cash Book Double Column - Monaf / Priya	Per Piece						
33	4Q Fancy Ledger Book - Monaf / Priya	Per Piece						
34	Vehicle Log Book - Milan - Hand Bond Index Copy-160-page approx.	Per Piece						
35	Thick Note Sheet Pad (100 sheets)	Per Piece						
36	Hi-Lighter (Text Liner) - Faber Castell	Per Piece						
37	OHP Marker - Luxor – 969	Per Piece						
38	White Board Marker	Per Piece						
39	Agni Gel Pen	Per Piece						
40	Reynolds Pen 045	Per Piece						
41	Reynolds Racer Gel Pen	Per Piece						
42	Cristal Gel Pen	Per Piece						
43	Flair Writometer	Per Piece						
44	Cello Butterlow gel	Per Piece						
45	Pilot Pen Hi tec Point 0.5	Per Piece						
46	Pilot Pen Hi tec Point V5	Per Piece						
47	Parker Beta Roller Pen (Golden TIP)	Per Piece						
48	Pen Stand Big Size (Kebica) with 4 pen	Per Piece						
49	Pen Stand Big Size (Kebica) with 2 pen	Per Piece						
50	Pen Stand (Pencil Cup)	Per Piece						
51	Paper Weight (Round Fancy)	Per Piece						
52	Short hand pencil – Apsara	Per Piece						
53	Apsara Pencil Extra Dark	Per Piece						
54	Eraser Apsara Jumbo	Per Piece						

List of Items		Unit	Rate in figures	Rate in Words	GST in figures	GST in words	Total Rate (in figure)	Total Rate (in words)
SN	List of Stationery Items							
55	Apsara Sharpener	Per Piece						
56	Steel Scale Big	Per Piece						
57	Tube Gum 30ml – Fevigum	Per Tube						
58	Fevicol Tube - 25 gm	Per Piece						
59	Fevi Stick - 15 gm	Per Piece						
60	Bottle Gum 700ml – Camel	Per Bottle						
61	File Tag – Nylon	Per Bunch						
62	Gems Clip Plastic - ODDY (pack of 50 pcs)	Per Pkt						
63	Stamp Pad faber - Castell 88 x 54 mm	Per Piece						
64	Erazex Correction Fluid & Diluter - 15 ml each – Kores	Per Piece						
65	Electronics Cordless Call bell	Per Piece						
66	Correction Pen – Kores	Per Piece						
67	Cello Tape (Roll-1/5")-50 Mtr – Wonder	Per Piece						
68	Cello Tape (Roll-2")-50 Mtr – Wonder	Per Piece						
69	Brown Tape (Roll-2")-50 Mtr – Wonder	Per Piece						
70	Calculator 12 Digit - Casio MJ 120 TW	Per Piece						
71	Damper Oddy	Per Piece						
72	T Pin Push Pin - ODDY - TP 50 G	Per Pkt						
73	Binder Clip 15mm – Oddy	Per Piece						
74	Binder Clip 19mm – Oddy	Per Piece						
75	Multi Pen Holder - DS - 101 – Solo	Per Piece						
76	Multi Pen Holder - DS - 201 – Solo	Per Piece						
77	Paper Cutter Big – Natraj	Per Piece						
78	Paper Tray-TR-112-Solo	Per Piece						
79	Wonder - Paper Tray	Per Piece						
80	Stapler 10 No – Kangaroo	Per Piece						
81	Stapler HP 45 – Kangaroo	Per Piece						
82	Stapler Pin No 10 – Kangaroo	Per Piece						
83	Stapler Pin No 24/6 - Kangaroo	Per Piece						
84	Kangaroo Pin Remover (SR 100)	Per Piece						
85	Paper Punching Machine Single – Kangaroo	Per Piece						
86	Paper Punching Machine Double - Kangaroo DP 520	Per Piece						

List of Items		Unit	Rate in figures	Rate in Words	GST in figures	GST in words	Total Rate (in figure)	Total Rate (in words)
SN	List of Stationery Items							
87	Scissor Kangaroo - KC301	Per Piece						
88	Pen Drive 8 GB - Kingston / Transcend	Per Piece						
89	Pen Drive 16 GB - Kingston / Transcend	Per Piece						
90	Pen Drive 32 GB - Kingston / Transcend	Per Piece						
91	D link wi-fi Adopter	Per Piece						
92	Segate Hard Disk 1 TB External	Per Piece						
93	Fax Roll Eligango F-223 – ODDY	Per Piece						
94	Dustbin - Wonder Pedal 505	Per Piece						
95	Duster – approx. - Big Size 36x36 Cotton	Per Piece						
96	Glass Duster-approx-22"x22" Cotton	Per Piece						
97	Floor Duster – approx.- 20"x20" - Cotton / Khadi	Per Piece						
98	Ambipur (Car) Refill (7ml)	Per Piece						
99	Room Freshner - Premium 160 GM	Per Piece						
100	Colin - 500 ml	Per Piece						
101	Harpic -500 ml	Per Piece						
102	Phenyle – Centroma	Per 5 Ltr						
103	Dettol Liquid Hand Wash - 250ml	Per Piece						
104	Odonil - 75 gm	Per Piece						
105	Nepthalene Ball - Half Kg	Per Pkt						
106	Lifebuoy Soap - 100gm	Per Piece						
107	Vim Bar - 125 gm	Per Piece						
108	Scotch Bright - 7.5 cm x 10 cm	Per Piece						
109	Wheel Surf (1 Kg Pkt)	Per Kg						
110	HIT Mosquito / Flies Killer - 500 ml	Per Piece						
111	Good Night Advanced Mosquito Refill - 45 ml	Per Piece						
112	Tube Light 40 W – Philips	Per Piece						
113	CFL - Orpat - 36 W	Per Piece						
114	CFL - Orpat - 100 W	Per Piece						
115	Bulb Philips - 100 Wt	Per Piece						
116	Tube Light Set - Philips - (Electronics Chowk & Frame)	Per Piece						
117	Philips white LED Light 9 Wat	Per Piece						
118	Philips white LED Light 17 Wat	Per Piece						
119	Philips white LED Light 27 Wat	Per Piece						

List of Items		Unit	Rate in figures	Rate in Words	GST in figures	GST in words	Total Rate (in figure)	Total Rate (in words)
SN	List of Stationery Items							
120	Philips / Halonix ELS 2 PIN 15 Watt	Per Piece						
121	Philips / Halonix ELS 4 PIN 18 Watt	Per Piece						
122	Orient / Philips 36-watt FPL	Per Piece						
123	Havels MCB 20 Amp	Per Piece						
124	Havels MCB 25 Amp	Per Piece						
125	Havels MCB 32 Amp	Per Piece						
126	PVC Electrical Tape	Per Piece						
127	Airwick Electrical Room Freshner Set	Per Piece						
128	Airwick Electrical Room Freshner Refill - 15 ml	Per Piece						
129	Airwick Freshmatic Automatic Spray Set	Per Piece						
130	Airwick Freshmatic Automatic Spray Refill - 250 ml	Per Piece						
131	Telephone Set - Beetel - (Secure)	Per Piece						
132	Bilt Year Book Diary - 140 x 216 mm	Per Piece						
133	Bilt Year Book Diary - 176 x 250 mm	Per Piece						
134	Office Glass-Treo-Vector (330ml 6 Pc Set)	Per Set						
135	Cup & Soucer Set-Royal Bengal (6 Pcs Set - Bone China - White & Plain with golden lining)	Per Set						
136	Quarter Plate Bone China (6 pcs set)	Per Set						
137	Signature Pad - Monaf with 20 sheets	Per Piece						
138	Sanitary Cleaner	Per 5 Ltr						
139	Good Night Advance Mosquito Machine	Per Piece						
140	Mouse USB Logitech-M100	Per Piece						
141	Keyboard Logitech K120	Per Piece						
142	UPS Microtech Double Battery	Per Piece						
143	UPS Microtech Single Battery	Per Piece						
144	UPS Battery	Per Piece						
145	Rexine File (Belhar 2109)	Per Piece						
146	Office Bag	Per Piece						
147	Jute Bag	Per Piece						
148	Extension Cord Orpat 4mtr wire	Per Piece						

List of Items		Unit	Rate in figures	Rate in Words	GST in figures	GST in words	Total Rate (in figure)	Total Rate (in words)
SN	List of Stationery Items							
149	Belhar Dlx CF 102	Per Piece						
150	Sketch Pen Faber Castle	Per Pkt						
151	Linc Lock 41 Nos	Per Piece						
152	AA Pencil Battery – Eveready	Per Piece						
153	AAA Remote Battery – Eveready	Per Piece						
154	Torch Eveready Geep Double Battery	Per Piece						
155	Flask 1ltr Eagle gold slic 1000	Per Piece						
156	Flask Half ltr Eagle gold slic	Per Piece						
157	Metallic Water Bottle Cell 1 Ltr	Per Piece						
158	Water Bottle - Milton (Kool Lancer - 1100)	Per Piece						

1. The rates quoted for each “stationary item(s)” shall be exclusive of Goods & services tax (GST) as quoted above.
2. The rates quoted are in figures as well as in words. It is made clear that L1 shall be declared on the basis of rates quoted for each item. GST as quoted above shall not be considered for deciding lowest quoted rate.
3. The price offered shall be valid for a minimum period of 1 year from the date of issue of award of contract.
4. The rate/soffered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered are exclusive of Goods & services tax (GST) (Central and State). The rate/s offered are also inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by SHSB.
5. There will be no change in the price in respect to change in the cost of materials, labour/ transportation and/or variations in taxes, duties and other levies on raw materials and components that may take place while the rate contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon.
6. The bidder/agency will raise the invoice **as prescribed under GST Act 2017**.

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

ANNEXURE 7: CHECKLIST FOR SUBMISSION

Sl.no	Documents to be submitted	Submission Status (Yes/No)	Page Nos in the bid
1.	EMD/ Bidsecurityamount of INR 25,000/- (twenty thousand rupees only) in the form of Demand Draft (DD) in favour of State Health Society, Bihar, payable at Patna		
2.	Proposal Forms as per tender		
3.	Copy of the Certificate of Incorporation issued by the Registrar of Companies or appropriate authorities as applicable		
4.	Audited Balance sheet and Profit & Loss Account		
4.1	FY 2014-15		
4.2	FY 2015-16		
4.3	FY 2016-17		
5.	The bidder should have experience of as authorised supplier/ distributors of stationary items in the last three years to Central & State Government/Semi-Government/Public Sector Units(PSU).		
6.	Copies of: PAN card, Service Tax Registration Certificate, & Copy of Income Tax Return (ITR), filed by bidder in last 3 Assessment Years(A.Y): 2015-16, 2016-17 and 2017-18.		
6.1	PAN card		
6.2	Service tax registration certificate, if applicable		
6.3	GST certificate, if applicable		
6.3.1	ITR of AY 2015-16		
6.3.2	ITR of AY 2016-17		
6.3.3	ITR of AY 2017-18		
7.	Affidavit Sworn before notary stating that Agency/ Bidders is not blacklisted/banned/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 past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 3 years, from the last date of submission of bids/tender.		
8.	The latest copy of the GST returns submitted by the bidder		
9.	Power of Attorney(PoA) in favour of signatory of Tender Documents, as per the format mentioned		

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

(For SHSB Use Only) – *to be filled during opening of applications*

Verified the above-mentioned documents and found them to be in order at respective page nos. except those as under

- 1.
- 2.
- 3.

Signature of Authorized Signatory:

Designation:

Place and Date