



# राज्य स्वास्थ्य समिति, बिहार



GOVERNMENT OF BIHAR  
DEPARTMENT OF HEALTH

e-tender(NIT) Reference No. 04/SHSB/H.R.(Biometric Recording)/2020-21

**Short Tender Notice for Selection of Agency to Record  
Biometric Details of Candidates appearing for Job  
Examination/Selection process of State Health Society  
Bihar (SHSB)**

e-Procurement Mode Only

<https://www.eproc.bihar.gov.in/BELTRON>

## **NOTICE INVITING TENDERS**

1. The State Health Society, Bihar (SHSB), Patna intends to **Select an Agency to Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)** as per tender documents, and invites bid from eligible organisations/service providers.
2. To participate in the e-tendering process, the bidder/agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., [https://www.eproc.bihar.gov.in/ BELTRON](https://www.eproc.bihar.gov.in/BELTRON). For assistance, if any they may contact the helpdesk at the following address, “e-Procurement HELP DESK, 1<sup>st</sup> Floor, M/22, Bank of India Building, Road No. 25, Shree Krishna Nagar, Patna- 800001, Phone No. 0612 – 2523006, Mob. No 7542028164 (*Timings: Every Day from 08:00 AM to 08:00 PM*) or may visit the link “Vendor Info” at <https://www.eproc.bihar.gov.in/BELTRON> and also inform this to SHSB.
3. Tenderer may also download the tender documents (a complete set of document is available on website) from e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) and submit its tender by using the downloaded document.

#### **4. Schedule of Events**

S.No.	Event Description	Timeline
4.1	Last Date & time of downloading the RFP	Till <b>20/07/2020 (Monday)</b> up to 05:00 PM , on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> ).
4.2	Last date & time for submission (upload) of online bidding document	<b>22/07/2020 (Wednesday)</b> till 05:00 PM, on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> )
4.3	Last date & time for submission of EMD in Hard (Physical) Copies (Offline Mode)	<b>24/07/2020 (Friday)</b> by 10:45 AM, to “The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014”
4.4	Time, Date of opening of Technical Bid	<b>24/07/2020 (Friday)</b> at 11:00 AM on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> )
4.5	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> )

Note – i) Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of State Health Society, Bihar

ii) No tender will be accepted after closing date and time in any circumstances

5. The tender must be accompanied by Earnest Money Deposit (EMD) in the shape of Demand Draft from any Schedule Bank in favour of “State Health Society, Bihar” payable at Patna. No bidder is exempted from submitting of the EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected.
6. Tender Processing Fee (TPF) an amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees) to be paid through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
7. The technical and financial bids must be submitted/uploaded through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) before the date and time specified in the NIT. The SHSB doesn't take any responsibility for the delay/ Non-submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason.
8. The bidders shall submit/upload their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective stage(s) only.
9. The bidders shall upload the readable scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>).

10. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Physical (Offline Mode)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid(s)	Online (Cover-Cost Bid Stage)

11. The hard (Physical) copy of the Earnest Money Deposits (EMDs), should be sent to “The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014” by Registered Post/ Speed Post or by hand. It must reach the above said address on or before the date & time indicated in **Clause 4** above, failing which the tenders will be treated as late tender and would be summarily rejected.
12. SHSB reserves the right to accept or reject any or all bids or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
13. For further enquiry and information, please contact the following officers during office hours 10:00 AM to 6:00 PM on all working days:
- I. Shri Rajesh Kumar, Deputy Secretary, State Health Society Bihar, Contact No. +91-8544402054
14. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), and shall be binding on all the bidders.

**Disclaimer:** Please note, in the “Estimated value box” on the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), “Zero” has been mentioned, by State Health Society, Bihar(SHSB). The actual value of the project depends on the L1 rate decided by this tender and therefore, it has been mentioned “Zero”. However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.

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

### INSTRUCTIONS TO BIDDER (ITB)

#### 1. General Instructions

- 1.1 The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2 Instructions/Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.
  - 1.2.1 **Registration of Bidder:** To participate in the e-tendering process, the bidders/agencies are required to get themselves registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://www.eproc.bihar.gov.in/BELTRON>, shall contact the helpdesk at the following address, “e-Procurement HELP DESK, 1<sup>st</sup> Floor, M/22, Bank of India Building, Road No. 25, Shree Krishna Nagar, Patna- 800001, Phone No. 0612 – 2523006, Mob. No 7542028164 (Timings: Every Day from 08:00 AM to 08:00 PM)” or may visit the link “Vendor Info” at <https://www.eproc.bihar.gov.in/BELTRON> and also inform this to SHSB. The prospective bidder is required to click on the link for e-Tendering site as given on the SHSB web portal.
  - 1.2.2 **Digital Signature Certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).
  - 1.2.3 The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> using the Digital Signature Certificate. This is the only mode of collection for Tender Documents.
  - 1.2.4 **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> at a time for following activities – one while uploading documents for submission of technical bid & the other at the time of submission of Financial bid before the prescribed date & time as mentioned in **Clause 4** in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
  - 1.2.5 Before preparing the tender and submitting the same on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>, 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.
  - 1.2.6 The tenders which are for only a portion of the components of the job/service shall not be accepted. (The tenders /bids should be for all components of the job/service.
  - 1.2.7 The agency/ bidder shall quote the “**Cost per candidate scheduled for the examination/ bio-metric recording**” as per the financial bid. Indicative financial bid format is given in **Annexure 4** for reference. The rate quoted shall be inclusive of all applicable taxes, duties and levies, **excluding Goods & Services Tax (GST)**. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/ rules. The financial bid shall be quoted in the online mode only. GST if applicable, will be paid by the State Health Society, Bihar (SHSB), as per the prevailing rates/rules. If an agency/ bidder quotes, “Nil” charges in consideration, the bid shall be treated as unresponsive and shall not be considered.
  - 1.2.8 The technical bid (technical and financial details of the bidder/agency) shall be submitted before the last date & time of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of hard copy (Physical) of EMD as mentioned in **Clause 4, Notice Inviting Tender (NIT)**) shall not be considered, and would summarily be rejected.

## 2. Tendering Expense

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.

## 3. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

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.

## 4. Amendments to Tender Documents

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

4.2 Such an amendment will be notified on eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> and the same shall be binding to all prospective Bidders.

4.3 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> and the SHSB will not issue separate communication to them. The SHSB shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>.

## 5. Clarifications to Tender Documents

5.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to Shri Rajesh Kumar, Deputy Secretary, SHSB by post/email ID: **shsbhrcell@gmail.com** before 3 days of the last date and time of downloading the RFP, as mentioned in the NIT.

5.2 All the prospective bidders will be notified of response to clarifications only through eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above mentioned website and SHSB will not issue separate communication to them.

5.3 The SHSB shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>.

## 6. Earnest Money Deposit (EMD)

6.1 The tender shall be accompanied by **Earnest Money Deposit (EMD)** for the sum of **Rs. 50,000/- (Fifty Thousand rupees only)** and should only be in the shape of Demand Draft from any Schedule Bank in favour of '*State Health Society, Bihar*' payable at Patna. It has to be submitted in offline (Physical form) only and a scanned copy of the same has to be submitted in online mode, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of online bidding document.

- 6.2 It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD would be summarily rejected.
- 6.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 6.4 Earnest money is required to protect the SHSB against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 6.5 The EMD shall be forfeited by the SHSB hereunder or otherwise, under the following conditions:
- 6.5.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- 6.5.2 If a Bidder withdraws its Bid during the period of bid validity i.e. within 180 days from the last date of online bid submission as specified under **clause 4 of Section I: Notice Inviting Tender**
- 6.5.3 In the case of Selected Bidder, if it fails within the specified time limit:
- to sign the contract and/or
  - to furnish the Performance Security (PS) before signing the contract agreement within the period prescribed in this tender document

## 7. Preparation of Tender

- 7.1 The Bidding documents shall be submitted in the mode as mentioned below: -

(1) Earnest Money Deposit (EMD)	Physical (Offline Mode)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

- 7.2 **Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be rejected without any other consideration. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.**
- 7.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of **Annexure 2**, 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. The entire document being part of tender document should be page numbered. The Authorization Letter shall also be furnished along with the tender, as per the **Annexure 2**.
- 7.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the SHSB may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 7.5 **Prices are to be quoted in the financial Bid format in online mode only.** The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded. If an agency/bidder quotes, "Nil" charges in consideration, the bid shall be treated as unresponsive and shall not be considered. Refer: **Annexure 4** – Indicative financial bidding format.
- 7.6 **The Earnest Money Deposit (EMD) shall be submitted in physical form as mentioned above, and a**

**scanned copy of the same has to be submitted in the online mode.**

7.7 The envelope containing **Earnest Money Deposit (EMD)**, shall be marked in bold letter as ***“EMD for Selection of an Agency to Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)”***, which shall contain the Earnest Money Deposit (EMD) furnished in accordance with above **“Clause 6, Section II”**, along with the forwarding letter addressed to the Executive Director, SHSB.

7.8 Following documents required to meet evaluation criteria must be submitted through online mode on eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> :

- a) Forwarding Letter for Technical Bid, as per **“Annexure 1”**
- b) Self-attested scanned copy of EMD in form of Demand Draft of Rs. 50,000/- issued by a scheduled bank.
- c) Self-attested copy of establishment of the entity under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act, 2008 or Shops & Establishment Act for bidders, issued by concerned Government authority(ies).
- d) Copy of document highlighting relevant experience, as defined in eligibility criteria:
  - i. Contract/ Work Order/ MoU highlighting biometric recording (fingerprint scanning) as scope of work, supported by copy of valid invoices, OR
  - ii. Experience certificate(s) issued by the clients, highlighting the required experience
- e) Following financial document for FY 2016-17, FY 2017-18 & FY 2018-19
  - i. Audited Balance Sheet and Profit & Loss (P&L) Account for the FY 2016-17, 2017-18 & 2018-19
- f) Self attested copy of the Income Tax Returns (ITR) acknowledgement for assessment years **2017-18, AY 2018-19 and AY 2019-20**
- g) Self-attested copy of the certificate of registration of PAN, GST (if applicable), EPF (if applicable) and ESI (If applicable) issued by the appropriate authority
- h) A duly notarized declaration of the bidder in the format given in the **Annexure 3**.
- i) Power of Attorney for signing of proposal in favour of signatory to tender documents as per **Annexure 2**.

## **8. Tender Submission**

- 8.1 The State Health Society, Bihar (SHSB) will open the tenders at the date and time as indicated in **Clause 4 of the 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 in online mode, on the next working day.
- 8.2 Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID) in Mandatory Documents Link present in the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> failing which the bid will not be considered for technical evaluation.
- 8.3 The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on e-Procurement Portal <http://www.eproc.bihar.gov.in/BELTRON>
- 8.4 The financial bids 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, who are technically qualified.
- a) No bidder can place more than one bid in any form.
  - b) The Bidder cannot bid for an individual district, but has to give a single bid taking into consideration all the 38 districts as a single unit, subject to all the conditions as laid down in this tender document.
- 8.5 The date fixed for opening of financial bids, if subsequently declared as holiday by the SHSB, the revised date of schedule will be notified on the e-Procurement Portal <http://www.eproc.bihar.gov.in/BELTRON>. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

- 8.6 The price offered in the financial bid by the bidder/ agency, shall be valid for the entire contract period. The price shall remain firm, and will not be subject to escalation during the execution of the contract, for the entire contract period.

## **SECTION –III**

### **EVALUATION OF TENDERS**

#### **1. Scrutiny of Tenders**

The tenders will be scrutinized by the selection committee appointed by the SHSB, to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and technically qualified as per criteria laid down in this Tender documents. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the SHSB as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

#### **2. Infirmary/Non-Conformity**

The SHSB may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the SHSB with this regard, shall be final and binding on the bidders.

#### **3. Discrepancies in Prices**

If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

#### **4. Bidder's capability to perform the contract**

The SHSB, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive bidder, is eligible, qualified and capable in all respects to perform the contract satisfactorily. In such conditions, decision of the SHSB shall be final and binding on the bidders.

#### **5. Contacting the State Health Society, Bihar (SHSB)**

- 5.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the SHSB for any reason relating to its tender, it should do so only in writing.
- 5.2 In case a bidder attempts to influence the SHSB, on the SHSB's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the SHSB, under suitable law of land.

#### **6. Bid Clarification**

- 6.1 To facilitate evaluation of Proposals, the SHSB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the SHSB reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 6.2 At any point in time during the bidding process, if required by the SHSB, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the



SHSB. If no response is received by due date, the SHSB shall evaluate the offer as per the available information. The technical evaluation committee in the SHSB can verify the facts and figures quoted in the proposal. The SHSB reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

## **7. Award of Contract**

- 7.1 The SHSB 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).
- 7.2 The final selection of the bidder shall be as per the Least Cost Selection (LCS) method, and the contract will be awarded to the bidder whose financial bid is the lowest (L1) rate, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per **Section V**.
- 7.3 The SHSB 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.
- 7.4 The successful bidder must furnish to the SHSB the required Performance Security (PS) as applicable, before executing the contract/signing of the contract agreement positively failing which the EMD will be forfeited and the award will be cancelled and bidder may also be blacklisted. Relevant details about the performance security have been provided under **clause 9 of Section VI**.
- 7.5 The contract agreement will be signed between State Health Society, Bihar, and the selected service provider/bidder/agency and will be required to be signed within 21 days of the announcement of selected agency. The stamp duty and registration charges, if any levied by the Central or State governments or any other statutory body, payable on the Agreement will be borne by the selected service provider/bidder. The Government Healthcare facilities and health department offices in the district, can then based on the contract agreement signed with SHSB, and rates discovered via this tender, start taking the services of the service provider.
- 7.6 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 7.7 The contract agreement floated from this NIT, between State Health Society, Bihar and the selected service provider will be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider.
- 7.8 The SHSB 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.
- 7.9 In case, the shortlisted/selected bidder/service provider denies/fails to honour the contract agreement/ Letter of Intent (LoI), the SHSB shall be at the freedom to negotiate with the bidder, with the next lowest bidder L2, L3, ....., responsive bidders to enter into an agreement with the SHSB, for the services at the rate quoted by the L1.

## SCOPE OF THE WORK

### 1. Introduction

State Health Society Bihar (SHSB) continuously conducts recruitments for various job openings across at state and district level, with the support Human Resource Recruitment Agency. Most of these recruitments are conducted through online examinations at Patna. In order to streamline the candidate verification process, SHSB is desirous to select an agency through this tender that would support the HR Agency in scanning and recording the candidates (at examination centres) biometric fingerprints & picture, and support verification of the selected candidates' details at later rounds i.e. document verification round or interview round. 'Biometric recording' mentioned in this document refers to 'fingerprint recording and capturing instant picture'.

The State Health Society, Bihar (SHSB), intends to select an agency for providing biometric recording service during online examinations conducted for various job openings. SHSB plans to conduct recruitment for ~15,000 positions during the next 2 years.

### 2. Scope of Work

- 2.1 The scope of biometric will include recording fingerprint of candidates & instant picture and add this data to the already available candidates' profile i.e. roll no, name etc. SHSB will share the details of the candidates shortlisted for the examination, 72 hours before the scheduled examination, which can be used by the Agency to prepare the set-up/equipment and reduce the biometric recording turn-around-time. Agency shall ensure that the data captured is not shared with any person who is not concerned with this project.
- 2.2 The examination schedule and location will be shared with the agency 7 days in advance to manage the required arrangements.
- 2.3 The bidder is expected to provide STQC biometric recording device(s) supported with required manpower to capture the biometrics of candidates.
- 2.4 The bidder will conduct the biometric scanning during the examination process, while maintaining sanctity of the examination. Note that all the examinations conducted for SHSB are captured using CCTV, and any discrepancies observed during the examination, affecting the sanctity of the examination may lead to termination of contract, forfeiture of Performance Security, blacklisting of the agency for 5 years and legal action against the agency.
- 2.5 Average count of candidates per examination venue are ~100-300 candidates, and the agency will have to accordingly ensure the availability of required quantity of equipment and manpower capable of processing this count of candidates within the duration of examination (~1 - 2 hours).
- 2.6 If the examination is conducted in two or more shifts in a day at a centre, the biometric should be done separately in all shifts of the examination.
- 2.7 The captured biometric data should be stored in encrypted mode, and the equipment should be capable of capturing data in both online & offline mode, which shall be later handed over to the SHSB. The equipment should have an integrated camera to take the photographs of the candidates.
- 2.8 The biometric machine should have battery backup of atleast 10 hours of continuous working, and it should not be a laptop-based solution.
- 2.9 The bidder shall deploy atleast one machine for every 60 candidates, at the time of examinations.
- 2.10 The bidder shall also be responsible for verification of candidates at the time of candidates' document verification, interview rounds or as and when required by SHSB using the data available with SHSB (handed over by Agency to SHSB after the first round of examination). The financial quote submitted by the agency shall be inclusive of fingerprint & instant picture capture and recording at the time of

examination; and candidate verification through this recorded biometric at the time of document verification round/ interviews/ joining.

- 2.11 Further, agency shall ensure availability of enough back-up biometric recording equipment, at each venue, to ensure timely replacement for any malfunctioning machine.
- 2.12 The bidder will have to ensure that the biometric machines remain functional to capture fingerprint & photograph of each and every candidate appearing for examination at the centre. Agency should design some standard in process to avoid any discrepancy and should verify the data before conclusion of services. Any discrepancies in this regard shall lead to penalties as defined in **Clause 5 of Section VI**.
- 2.13 The Agency shall appoint a single point person for this project and share his/ her contact details with the SHSB. SHSB will also appoint and share the contact details of the single point person for the project.
- 2.14 The Agency shall submit the financial quote per candidate scheduled for biometric recording (candidates scheduled for undertaking the examination), inclusive of all expenses such as procurement of biometric machines, manpower, internet connectivity, candidate verification (through recorded biometric data) at the time of document verification round and interview rounds, any other charges and all applicable taxes and duties, excluding Goods & Services Tax (GST). GST will be paid by the SHSB as per the prevailing rate(s) under GST Act 2017.
- 2.15 No extra payment shall be made for candidate verification at the time of document verification round and interview rounds.
- 2.16 There shall be no employer employee relationship between the SHSB and the personnel to be deployed by the Agency/service provider in the contract service.
- 2.17 The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
- 2.18 The Service Provider shall be responsible for insuring its machines, equipment, manpower, etc. for accident, theft, damage, burglary etc. The SHSB shall not be responsible for any damages of any kind or for any mishap/ injury/ accident caused to any personnel/ property of the bidder while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.
- 2.19 The agency shall not depute any contractual/ labour employee for this project, and shall depute only the employees on its payroll, as the job involves confidentiality & integrity.

**ELIGIBILITY CRITERIA**

- 1) This invitation is open to all organizations registered under Companies Act, 1956/2013 or Partnership Act, 1932 or Limited Liability Partnership Act 2008 or Shops & Establishment Act who fulfil the eligibility & qualification criteria specified hereunder.
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows:-

S.No	Eligibility criteria for Bidders	Mandatory Documents to be submitted as evidence
2.1	The Bidder should be an established entity under Companies Act, 1956/2013 or Partnership Act, 1932 or Limited Liability Partnership Act 2008 or Shops & Establishment Act	Self attested copy of entity registration under concerned act, or partnership act, Limited liability partnership act or shop establishment act through authorised government authorities, such as ROC (Registrar of Companies)
2.2	The bidder must have minimum average turnover of <b>Rs. 10,00,000 (Ten Lakh rupees)</b> , in the last three financial years (FY 2016-17, FY 2017-18 & FY 2018-19)	Self attested copy of Audited Balance Sheet and Profit and Loss (P&L) Account for the FY 2016-17, FY 2017-18 & FY 2018-19
2.3	The bidder must have (i) PAN Card, (ii) Income Tax Returns of three assessment years AY 2017-18, AY 2018-19 & AY 2019-20, (iii) GST Registration Certificate (if applicable) and (iv) ESI & EPF (if applicable) registration certificate	Self-attested copies of 1) PAN Card 2) GST Registration Certificate (if applicable) 3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2017-18, AY 2018-19 & AY 2019-20 4) ESI & EPF (if applicable) registration certificate
2.4	The bidder must have experience of: <ul style="list-style-type: none"> <li>Providing similar service (stand-alone bio-metric recording for examination candidates, or as part of complete recruitment project) <b>for minimum 25,000 candidates</b> for departments of Central Government/ State Government/ PSUs/ <b>Private registered entities</b>, OR</li> <li><b>Providing biometric attendance service on turn-key basis for Central Government/ State Government departments/ PSUs/ Private registered entities</b></li> </ul> during the last 3 years, as on December 31, 2019	<ul style="list-style-type: none"> <li><b>Copy of Contract/ Work Order/ MoU highlighting biometric recording (fingerprint scanning) as scope of work, supported by any invoices, OR</b></li> <li><b>Experience certificate(s) issued by the clients, highlighting the required experience</b></li> </ul> <p><b>(Note: SHSB will decide the relevance of submitted experience, and SHSB's decision will be final)</b></p> <p><i>Self-declaration will not be entertained</i></p>
2.5	The bidder must not be (i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document. (ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/ State/ central department/ PSU.	Affidavit sworn before Executive Magistrate as per <b>"Annexure - 3"</b>

3. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, EMD/bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.

4. To facilitate evaluation of bids, the SHSB may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the SHSB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
5. If any bidder does not provide clarifications sought within the prescribed time, the SHSB may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the SHSB.
6. The financial bids, of the technically qualified bidders (matching eligibility criteria), will be opened and the bidder(s), who quotes the lowest (L1) cost, for ***“Cost per candidate scheduled for the examination/ biometric recording”*** as per Least Cost Selection (LCS) shall be selected as the bidder/ agency for providing services under the “Short tender Notice for Selection of Agency to Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)”
7. In case, the L1 bidder(s) denies/fails to honour the contract, the EMD of the concerned selected bidder will be forfeited and the SHSB shall be at freedom to negotiate with L2, and then L3... (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, at L1 rate. In case of a tie, the SHSB shall select the agency by drawing lots.

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## **TERMS AND CONDITIONS**

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

- 1.1 The Service Provider shall not, without the SHSB's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the SHSB 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.
- 1.2 Further, the Service Provider shall not, without the SHSB's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Service Provider, each and every other document/information mentioned in sub-clause 1.1 above shall remain the property of the SHSB and, if advised by the SHSB, all copies (hard copy & soft copy) of all such documents shall be returned to the SHSB on completion of the Service Provider's performance and obligations under this contract.

### **2. Intellectual Property Rights**

The bidder/ agency shall, at all times, indemnify and keep indemnified the SHSB and DHS and *government health facilities and health department offices*, free of cost, against all claims which may arise in respect of goods & services to be provided by the bidder/agency 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 SHSB or DHS or *government health facilities and health department offices*, the SHSB or DHS or *government health facilities and health department offices* shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the SHSB or the DHS or *government health facilities and health department offices*.

### **3. Project Duration**

The Project will be awarded for a period of **12 months** from the date of agreement and may be extended further for **12 months** based on the satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and SHSB. Any extension shall not be the right of the agency.

### **4. Payments**

- 4.1 The prices quoted by the agency/bidder shall include all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. If applicable, GST will be paid by SHSB, as per the prevailing rates.
- 4.2 The agency will raise the invoice on monthly basis, based on total count of candidates scheduled to take the examination, alongwith supporting document, before the 7<sup>th</sup> day of the month. Any submissions after the 7<sup>th</sup> day of the month will be considered for processing in the next month.
- 4.3 The payment will be made to the agency by the SHSB, against the invoices (as prescribed under GST Act) raised for the services provided, after deduction of any applicable penalties, latest by 21<sup>st</sup> day of the month. In case of any delay in invoice verification, 80% of the payment shall be released by default on 21<sup>st</sup> day of the month, and the remaining 20% shall be released by 30<sup>th</sup> day of the month or after

complete verification of bills and applicable penalties. The payment will be subject to TDS as per Income Tax Rules/GST (if applicable) and other statutory deductions as per applicable laws.

## 5. Performance Review & Penalty provisions.

5.1 Agency performance would be evaluated based upon identified Key Performance Indicators (KPIs) listed below. The parameters will be used to assess the performance of the Service provider and penalty will be applied as and when required, upon commissioning of purchase order.

5.2 Besides other consequential action, the penalties would be imposed for each occurrence as per details mentioned in the sub-identified Key Performance Indicators (KPIs) listed below:

Parameter	Indicator	Acceptable Value	Penalty Provision
a) <b>Bio-metric Equipment Availability</b>	Availability of functional biometric equipment and manpower during the examination/ doc verification/ interview rounds, as per requirement defined in tender/ contract document	100%	INR 2,000 per instance, per manpower/ equipment

5.3 The above mentioned service level indicators are minimum, and it is obligatory for the selected agency to provide efficient service delivery to all the stakeholders as per the good industry practices/applicable statutory guidelines.

5.4 Further, the agency shall ensure commencement of services within 7 days from the date of signing of the contract. In case of any delay, SHSB may impose a penalty of:

- a) Between 8<sup>th</sup> day to 30<sup>th</sup> day: INR 2,000 per day of delay
- b) Failure to commence assigned work within 30 days may lead to termination of contract and forfeiture of performance security including the blacklisting of agency.

5.5 The agency shall ensure timely (during the examination duration itself) biometric recording of all candidates available at the examination centre, failing which the SHSB may terminate the contract and/or blacklist the bidder/ Agency, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security.

5.6 Further, agency shall also ensure that adequate manpower are available at the examination centre, alongwith the biometric recording equipment etc. as per the shared schedule, failing which, the SHSB may terminate the contract and blacklist the bidder/ Agency, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security.

## 6. Signing of the contract

The contract agreement between SHSB and the selected agency/bidder should be executed within 21 days of the issue of the LoI. The selected agency/bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition, will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

## 7. Sub Contracts

Sub-letting/Sub-contracting of the contract work assigned 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.

## **8. Modification to Contract**

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services which also includes increase in the number of government hospitals for the services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the mutual consent of the parties.

## **9. Performance Security**

- 9.1 The successful bidder/agency shall have to furnish a performance security for the sum of **INR 1,50,000/- (One Lakh and Fifty Thousand Rupees Only)** in the shape of a Bank Guarantee issued by a scheduled Bank in favour of SHSB. The Bank guarantee shall be as per proforma at “**Annexure 5**” and remain valid for a period, which is atleast 90 days 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.
- 9.2 The performance security must be submitted before executing the contract/signing of the contract agreement. If the service provider violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency may be blacklisted for a period of 2 (two) years.

## **10. Income Tax Deduction at Source**

Income tax deduction at source and other taxes shall be made at the prescribed rates from the service provider's bills under the prevailing rate(s).

## **11. Termination of Contract**

- 11.1 Any bidder found to be involved in fraudulent practices, in order to secure eligibility to the bidding process during the submission of bid or agreement 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.
- 11.2 The SHSB, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the service provider.
- 11.3 In the event the SHSB terminates the contract in whole or in part, the SHSB may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the SHSB for the extra expenditure, if any, incurred by the SHSB for arranging such services.

## **12. Termination for Insolvency**

If the Service Provider 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 Service Provider, and SHSB may forfeit the performance security.

## **13. Termination by Mutual Consent**

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



#### **14. Force Majeure**

- 14.1. Notwithstanding the provisions contained in clauses 12 and 13 above, the bidder/agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the bidder/agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 14.2. For purposes of this clause, Force Majeure means an event beyond the control of the bidder/agency and not involving the bidder/agency's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 14.3. If a Force Majeure situation arises, the bidder or agency shall promptly notify the SHSB in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the bidder or agency in writing, the bidder/agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 14.4. If there is delay in fulfilment of obligations of the contract due to force majeure, then for the next 60 days from the day of reporting of force majeure, no penalty will be levied on the bidder/agency. However, this period may be extended by mutual agreement with SHSB, for a maximum of 90 days.
- 14.5. In case due to a Force Majeure event the bidder or agency is unable to fulfil its contractual commitment and responsibility, the SHSB will notify the bidder or agency accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### **15. Indemnity**

The selected bidder shall indemnify SHSB from all eventualities occurring due to strike, riot, civil commotion, etc. and all natural calamities arising out of earthquake, flood, etc. and causing damage to asset, people, etc. as employed by the agency in conducting the assigned event. The liability for all such damages shall be to the account of the selected bidder. The selected bidder may at its own cost obtain appropriate insurance coverage for the event in its favour.

#### **16. Fraud and corrupt practices**

- 16.1 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 any bid without being liable in any manner whatsoever to the bidder/agency if it determines that the bidder/agency 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.
- 16.2 Without prejudice to the rights of the SHSB here in above, if an bidder/agency 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 bidder/agency shall not be eligible to participate in any tender issued by the SHSB during a period of 2 (two) years from the date such bidder/agency 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.
- 16.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- 16.3.1 **“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.
- 16.3.2 **“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;
- 16.3.3 **“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;
- 16.3.4 **“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
- 16.3.5 **“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.

## **17. 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.

## **18. Resolution of disputes**

- 18.1 Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- 18.2 If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna district only.

**Executive Director  
State Health Society Bihar**

**Forwarding Letter for Technical Bid**  
(To be submitted by the bidder/ agency on their letter head)

Date:.....

To,

The Executive Director,  
State Health Society, Bihar

**Sub: Tender for Selection of an Agency to Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)**

Sir,

We are submitting, herewith our tender for “Selection of an Agency to Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)”

We are enclosing Bank Draft No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of “*The Executive Director, State Health Society, Bihar*”.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per **Clause 9 - Section VI** of Tender document.

We agree to keep our offer valid for the period of 180 days from the bid due date as specified in the tender document.

**Enclosures:**

- 1.
- 2.
- 3.

Signature of the Tenderer.....  
Seal of the Tenderer.....

**AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL***(On Non – judicial stamp paper of Rs.1000/- duly attested by notary public)***POWER OF ATTORNEY**

Know all men by these present, we \_\_\_\_\_ (name and address of the registered office of the Single Entity) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ R/o \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, \_\_\_\_\_ for **“Selection of an Agency to Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)”** (the **“Project”**), including signing and submission of all documents and providing information / responses to State Health Society Bihar (SHSB), representing us 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 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 2020.

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 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 bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA).

**DECLARATION BY BIDDER**

**Format for Affidavit sworn before executive magistrate certifying that Entity/Promoter(s)/Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-)**

**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 blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by State Health Society Bihar/DHS or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

1. <Mention any ongoing litigations>
2. <Mention any ongoing litigations>
3. <Mention any ongoing litigations>
4. <Mention any ongoing litigations>

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..... 2020

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

**INFORMATION FOR BIDDERS – FINANCIAL BID INDICATIVE FORMAT (*Just for reference*)**

***This is just indicative form, and can not be used for submission of bid. Actual financial bid format may be downloaded from [eproc.bihar.gov.in/BELTRON](http://eproc.bihar.gov.in/BELTRON) as mentioned in the tender document.***

An indicative form of the financial bid (available on [eproc.bihar.gov.in/BELTRON](http://eproc.bihar.gov.in/BELTRON)) is as given:

Description	Financial Bid – in INR	
	(in numbers)	(in words)
Cost per candidate scheduled for the examination/ bio-metric recording		

**Note:**

- 1) Amount quoted shall be for per candidate scheduled for the examination. Note that no extra payment shall be made for the candidate verification during the document verification/ interview rounds.
- 2) L1 will be decided based on minimum total cost as per the financial bid.
- 3) The prices quoted shall be firm and inclusive of all the factors, which includes cost for Biometric equipment, Human Resource, Internet connectivity, any other charges and all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. GST if applicable, will be paid by State Health Society (SHSB) as per the prevailing rates/ rules.
- 4) The rates offered shall remain firm and will not be subject to escalation of any description during the execution of the contract.
- 5) The bidder will be required to raise the invoice as prescribed under GST Act 2017 and rules therein.

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY***(To be stamped in accordance with Stamp Act)*

Ref: Bank Guarantee No.:

Date:

To

**The Executive Director****State Health Society, Bihar (SHSB)****Pariwar Kalyan Bhawan, Sheikhpura, Patna**

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder", has been identified and selected for undertaking, in pursuance of Letter of Intent (LoI) dated ... 2020 (hereinafter referred to as LOI) to *Record Biometric Details of Candidates appearing for Job Examinations of State Health Society Bihar (SHSB)*.

AND WHEREAS it has been stipulated in the said LoI that the selected bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the project to *"Scan and Record Biometric Details of candidates appearing for various Recruitment Examination at State Health Society Bihar"* 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 ....., to the State Health Society, Bihar (SHSB) 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 SHSB, 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 State Health Society, Bihar (SHSB) 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 State Health Society, Bihar (SHSB) any and all sums demanded by State Health Society, Bihar (SHSB) under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from State Health Society, Bihar (SHSB) to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: ..... (*Mention the official address of the concerned bank/branch*)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **15 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 State Health Society, Bihar (SHSB) 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 State Health Society, Bihar (SHSB) 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 State Health Society, Bihar (SHSB) or any other indulgence shown by State Health Society, Bihar (SHSB) 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, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2020

<b>Bank's Authorised Representative</b>  _____ (Signature) Name: Designation with Bank: Official Address: Bank's Rubber Stamp:	
<b>Witness 1</b>  _____ (Signature) Name: Address:	<b>Witness 2</b>  _____ (Signature) Name: Address: