

## Minutes of Pre-bid Meeting of the Tender published for Rate Contract of Printing and Supply of various Modules, Registers, Cards etc. for State Health Society, Bihar (SHSB)

With reference to the Notice Inviting Tender (NIT) Reference No.: - **05/SHSB/IEC(Printing and Supply)/2020-21** for selection of agency for Rate Contract of Printing and Supply of various Modules, Registers, Cards etc. for State Health Society, Bihar (SHSB), published in leading newspapers bearing PR.003209 (Ni.Ni.) 2020-21 and uploaded on the website "<http://www.eproc.bihar.gov.in/BELTRON>" and "[statehealthsocietybihar.org](http://statehealthsocietybihar.org)", the Pre-Bid meeting was held on **09/07/2020** at **11.00AM** in the Conference Hall of the 'State Health Society, Bihar (SHSB), Pariwar Kalyan Bhawan, Sheikhpura, Patna'.

1. The following members were present in the Pre-bid Meeting:

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| (i) Dr. Navin Chandra Prasad, Director-in-Chief, Health Services, Bihar                            | Chairman |
| (ii) Shri Khalid Arshad, Administrative Officer, State Health Society, Bihar                       | Member   |
| (iii) Shri Yogendra Prasad, Additional Director (Finance), State Health Society, Bihar             | Member   |
| (iv) Dr. Ravi Shankar Singh, Chief Medical Officer, For Regional Director, Ministry of Health, Gol | Member   |
| (v) Shri Ashish Kumar, Representative of SRU, Patna  | Member   |

2. The following bidders participated or sent their queries with respect to the Pre-bid meeting:

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| 1. M/s Vatayan, Patna (Bihar)  | 2. M/s Puja Printech Private Limited, Patna (Bihar)      |
| 3. M/s Bharat Printing Works, Patna (Bihar)                            | 4. M/s New Ratan Priya, Patna (Bihar)                    |
| 5. M/s Dhanraj Printing Press, Patna (Bihar)                           | 6. M/s Sri Sai Offset, Patna, Patna (Bihar)              |
| 7. M/s The Gandhi Enterprise, Patna (Bihar) M/s Imprint, Patna (Bihar) | 8. M/s Super Offset Printers & Stationers, Patna (Bihar) |
| 9. The Offsetters India (Pvt.) Ltd., Patna (Bihar)                     | 10. M/s Patna Offset Press, Patna (Bihar)                |
| 11. M/s Babloo Binding House, Patna (Bihar)                            | 12. The Art Gallery, Patna (Bihar)                       |
| 13. Bihar Offset Printers Association, Patna (Bihar)                   | 14. M/s Imprint, Patna (Bihar)                           |
| 15. National Printers, Ranchi (Jharkhand)                              | 16. Manipal Technologies Limited, Chennai                |
| 17. Kohinoor Computech Pvt. Ltd., Delhi                                |  |

3. The following queries were raised during the Pre-bid meeting and submitted via email on [ieccell2015@gmail.com](mailto:ieccell2015@gmail.com) :-

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
I	Page No.2, Point no. 1, Section-I	The State Health Society, Bihar(SHSB), Patna intends to select agency(s) via e-tendering for rate contract of printing and supply of various modules, registers, cards etc. for State Health Society, Bihar(SHSB), for the period of 2 years from the date of agreement. The State Health Society, Bihar, invites bids from eligible business entities, in providing the services as mentioned in this tender document.	<p>The agency represented that as per provisions of The Bihar Finance (Amendment) Rules, 2005 published vide Notification No. S. No.6076 F(2) dated 10.11.2005 issued by Finance Department, Govt. of Bihar. (Under Rule 131. Registration of Suppliers) "The State Health Society, Bihar(SHSB), Patna intends to select agency(s) via e-tendering for rate contract of printing and supply of various modules, registers, cards etc. for State Health Society, Bihar(SHSB), for the period of 2 years from the date of agreement. The State Health Society, Bihar, invites bids from eligible business entities, in providing the services as mentioned in this tender document".</p> <p>The agency stated that in their view and in the large interest of local MICRO AND SMALL ENTERPRISES established within the State of Bihar there should be e-tendering for 'Empanelment of Printers' for rate contract of printing and supply of various modules, registers, cards etc. for State Health Society, Bihar(SHSB), for the period of 2 years from the date of agreement. Agency referred the tender document of other Govt. Agency like Department of Agriculture, Bihar Agricultural Management &amp; Extension Training Institute (BAMETI), Bihar State Textbook Publishing Corporation Ltd. and Bihar State Disaster Management Authority which are following the said procedure.</p> <p>The agency suggested to modify/amend the clause as follows:  <i>"The State Health Society, Bihar (SHSB), Patna intends to select agency(s) via e-tendering for 'Empanelment of Printers' for rate contract of printing and supply of</i></p>	The suggestion of Agency is not acceptable. Tender terms and conditions shall prevail.

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			<p><i>various modules, registers, cards etc. for the period of 2 years from the date of agreement. The State Health Society, Bihar, invites bids from eligible business entities, in providing the services as mentioned in this tender document."</i></p>	
II	Page No.3, Point No.6, Section-I	<p>The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 50,00,000/- (Fifty lakhs rupees only) 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 submission of the EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected.</p>	<ul style="list-style-type: none"> <li>The agency represented that as per Rule 131B of The Bihar Finance (Amendment) Rules, 2005 and "Stores Purchase Preference Policy-2002 of Govt. of Bihar, it clearly stipulates that the small-scale units located in Bihar shall not be liable to deposit earnest money. The Industry Department, Govt. of Bihar vide letter contained in Memo No. 2291 dated 24.07.2017 has issued guideline to Bihar State Textbook Publishing Corporation Ltd. In the said guideline also referring to Rule-131B of The Bihar Finance (Amendment) Rules, 2005 has directed that duly registered small-scale units situated in State of Bihar should be exempted from depositing Earnest Money along with tender document. Photocopy of Memo No. 2291 dated 24.07.2017, Memo no. 1294 dated 23.03.2018 and Letter of Minister of MSME GOI to CM, Bihar is being enclosed. Minister Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME) has also issued letter dated 29.07.2003 addressed to the Secretaries of all Ministries/Dept of Govt. of India in which it is mentioned that "Micro, Small and medium Enterprises (MSME)" should be exempted from payment of earnest money. Photocopy of letter dated 29.07.2003 is enclosed by the agency. Therefore, the agencies requested for the exemption in EMD as per Clause 131B of The Bihar Finance (Amendment) Rules, 2005.</li> </ul>	<p><b><i>Tender terms and conditions shall prevail.</i></b></p>

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			<ul style="list-style-type: none"> <li>The agency represented that as per CVC Guidelines and Bihar Financial Revised Rules, EMD amount is not applicable in this Rate Contract Tender.</li> </ul>	<b><i>The request of Agency is not applicable.</i></b>
III	Page No.4, Disclaimer, Section-I	<p><b>Disclaimer:</b> Please note, in the “Estimated value box” on the e-Procurement Portal (<a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a>), 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 due to this, 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.</p>	<p>The agency represented that the value of earnest money is calculated as per Rule-131O of The Bihar Finance (Amendment) Rules, 2005 which provides that amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured.</p> <p>When there is estimated value of work is "Zero" than under what circumstances earnest money has been fixed as Rs. 50 Lakhs.</p> <p>There is lack of transparency, competitiveness and fairness and chance of arbitrariness in procurement process due to non-mentioning / disclosure of item wise estimated value of work. Therefore, there must be item wise estimated value of work. And on the basis of aforesaid item wise earnest money should be fixed as your work include printing and supply of visiting cards also. The State Health Society, Bihar taking such kind of works from last several years and work is still going on so SHSB can easily calculate item wise estimated value of work and disclose the same in tender document.</p>	<p>The clause may be read as:  <b>“Disclaimer:</b> The Estimated value of work is approx. 10-20 Crore, subject to approval of Gol (NHM)/GoB. The bidders are requested to quote the bids based on the terms and conditions mentioned in the tender document.”</p> <p><b><i>(The amendment as above is recommended)</i></b></p>
IV	Page No.9, Point no. 9.8(9), Section-II	Self-attested copy of the PAN card and certificate of registration of <b>GST</b> issued by the appropriate authority valid as on date of submission of tender documents.	<p>The agency requested to modify as follows:  GST: Bidder should ask to quote ‘GST’ payable extra on total rate of each item by SHSB bidder should quote GST rate in ‘%’ e.g. 0%, 5%, 12%, 18% etc. GST will be applicable on ‘basic rate + Packing &amp; forwarding charges + Freight + Insurance’. Please read following instructions and provide relevant GST information with your offer.</p> <p>1. GST Registration Number (15-digit GSTIN). In case</p>	<p>The request of the Agency is not acceptable.</p> <p>a. Please refer the Clause no. 9.4 under Section-III which states that “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 (excluding GST) for item(s) will be awarded the contract agreement for their respective item(s) as per</p>

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			<p>you have multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to SHSB.</p> <p>2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.</p> <p>3. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to SHSB (for which a format will be given by SHSB) indicating their GST registration no.</p> <p>4. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT (Financial Bid) has to be declared in the Technical bid (Annexure III).</p> <p>5. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT (Financial Bid) has to be declared in the Technical bid also for which SHSB is requested to provide a separate (APPENDIX...)</p> <p>6. SHSB may modify APPENDIX-H (Price Bid) to be filled by the bidders indicate the following breakup:</p> <p>a. Basic Rate (exclusive of all taxes)</p> <p>b. other charges like packing and forwarding, freight, transit insurance, etc. if applicable.</p> <p>c. the taxes (each tax separately) thereon separately.</p> <p>In case any taxes, duties are not clearly specified in APPENDIX-H then it will be presumed that no such tax/levy is applicable or payable by SHSB. Blank field in APPENDIX-H (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.</p>	<p>Least Cost Selection (LCS) under the "Notice Inviting Tender for Rate Contract of Printing and Supply of various Modules, Registers, Cards etc. for State Health Society, Bihar(SHSB)"</p> <p>b. Please refer Clause 2.7 under Section-II which states that "The prices quoted shall be firm and inclusive of all the factors which includes but not limited to the cost of paper of the required specification of items, charges for translation(if any applicable), lamination(if any applicable), color printing, binding, packaging and transportation to the office of the SHSB and District Health Societies (DHS)/Medical Colleges &amp; Hospital/any other places upto District Headquarters (HQ) of any one or all the 38 districts in the state of Bihar, all applicable taxes and duties, <b>excluding Goods &amp; Services Tax(GST)</b>. This shall be quoted in the online mode only. GST if applicable, will be paid by State Health Society (SHSB) or the authorities decided by SHSB, as per the prevailing rates/rules."</p> <p><b><i>(The clarification as above is recommended)</i></b></p>

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V	Page No.15, Point no. 4, Section-IV	<p>The SHSB shall be paying the same to the agency, which includes but not limited to the cost of paper of the required specification of item(s), charges for translation(if any applicable) lamination(if any applicable), color printing, binding, packaging and transportation to the office of the SHSB and District Health Societies (DHS)/Medical Colleges &amp; Hospital/ any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar, all applicable taxes and duties, <b>excluding Goods &amp; Services Tax(GST)</b>. GST will be paid by the SHSB as per the prevailing rate(s) under GST Act 2017.</p>	<p>The agency referred the Classification of Goods under Central Goods and Services Tax Act, 2017-Clarification on Taxability of Printing Contracts, Circular no. 11/11/2017-GST (F.No.354/263/2017-TRU) Dated 20-10-2017:</p> <p>“Request have been received to clarify whether supply of books, pamphlets, brochures, envelopes, annual reports, leaflets, cartons, boxes etc. printed with design, logo, name, address or other contents supplied by the recipient of such supplies, would constitute supply of goods falling under Chapter 48 or 49 of the First Schedule to the Customs Tariff Act 1975 (51 of 1975) or supply of services falling under heading 9989 of the scheme of classification of services annexed to Notification No. 11/2017-CT(R).</p> <p>2.In the above context, it is clarified that supply of Books, Pamphlets, brochures, envelopes, annual reports, leaflets, cartons, boxes etc. printed with design, logo, name, address or other contents supplied by the recipients of such printed goods are composite supplies and the question, whether supplies constitute supply of goods or services would be determined on the basis of what constitutes the principal supply.</p> <p>3.Principal supply has been defined in Section-2(90) of the Central Goods and Services Tax Act as supply goods or services which constitutes the predominant element of a composite supply and to which any other supply forming part of that composite supply is ancillary.</p> <p>4.In the case of printing of books, pamphlets, brochures, annual reports and the like where only content is supplied by the publisher or person who owns the usage rights to the intangible inputs while</p>	<p><b><i>Tender terms and conditions shall prevail.</i></b></p>

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			<p>the physical inputs including paper used for printing belong to the printer, supply of printing (of the content supplied by the recipient of supply) is the Principal supply and therefore such supplies would constitute supply of service falling under heading 9989 of the scheme of classification of services.</p> <p>5. In case of supply of printed envelopes, letter cards, printed boxes, tissues, napkins, wallpaper etc. falling under chapter 48 or 49, printed with design, logo etc. supplied by the recipient of goods but made using physical inputs including paper belonging to the printer, predominant supply is that of goods and the supply of printing of the content (supplied by the recipient of supply) is ancillary to the principal supply of goods and therefore such supplies would constitute supply of goods falling under respective heading of Chapter 48 or 49 of the Customs Tariff.</p> <p>6. Difficulty if any, in the implementation of the circular should be brought to the notice of the Board.</p>	
VI	Page No.15, Point no. 6, Section-IV	<p>The selected agency will be given a total time of maximum 45 days, per order for printing and supply of the various modules, register, cards etc. as per the quantities specified in the purchase orders (POs) raised by the SHSB from time to time. The selected bidder(s) will be required to share the sample to SHSB, of the printed modules, register, cards etc. for approval. In case, of any issue(s) in the sample provided by the agency, the modified or corrected sample will be required to be submitted back to SHSB for final approval. Once approved by SHSB, the agency shall print</p>	<p>The agency represented that Clause-6 of scope of the work under present advertisement is vexed and confusing. Very short time duration has been given for printing and supply of various materials in entire 38 District of State of Bihar. Agency stated that let us assume if State Health Society Bihar places any order to L1 bidder for printing and supply of entire material rate quoted in Financial Bid it will be very difficult for anyone to supply such a huge quantity of material within 45 days in entire 38 Districts in the State of Bihar particularly when as stipulated in tender document that paper has to be procured from the specific mill/s short name given by (SHSB) in Financial</p>	<p>The requirement of printing is as per need from time to time over the years and not at any single points of time. Therefore, tender terms and conditions shall prevail.</p> <p><b><i>(The clarification as above is recommended)</i></b></p>

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		the order quantities and dispatch to the SHSB and the District Health Societies (DHS)/Medical Colleges & Hospital, any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar, as mentioned in the purchase orders(POs) by SHSB.	Bid and none of them are situated in the State of Bihar. The aforesaid condition is having no connection with eligibility criteria of turnover and earnest money deposit. Therefore, agency represented that this Clause should be suitably modified or the terms and condition regarding earnest money deposit and turnover stipulated in the tender document should be suitably modified.	
VII	Page No.17, Point No. 3.2, Section-V	The bidder must have minimum average turnover of <b>Rs. 10.00 (Ten) Crores</b> in printing work during the last three financial years (FY 2016-17, FY 2017-18 & FY 2018-19), as evidenced by the audited accounts and annual VAT Return/GST Return certified by Chartered Accountant.	The agency represented that Clause-7E of Bihar Industrial Investment Promotion Rule, 2016 provides that turnover of units of Micro, Small and Medium Industries of State of Bihar should be fifty percent of aggregate turnover mentioned in the bid document. In this regard the industry department in its letter contained in Memo No. 2291 dated 24.07.2017 has clearly stated that turnover for Micro, Small and Medium Enterprises should be restricted to fifty percent. Therefore, for unit of Micro, Small and Medium Industries turnover amount should be 5 Crore instead of 10 Crore.	<b>Already clarified in the tender document.</b>
VIII	Page No.18, Point no. 3.5, Section-V	<b><u>Eligibility criteria for Bidders:</u></b> The bidder should be currently ISO certified and should also be valid during last three financial year (i.e. FY 2017-18, FY 2018-19 & FY 2019-20). <b><u>Mandatory Documents:</u></b> Self-attested copy of ISO certification provided to the agency/bidder valid currently and during the period of last three financial year (i.e. FY 2017-18, FY2018-19 & FY 2019-20). Note: - The ISO certification shall be issued before the date of publication of the tender.	The agency represented that there are various ISO certifications. Therefore, they suggested to amend the clause as "Self-attested copy of Valid ISO 9001-2015 certification for Quality Management System provided to the agency / bidder. Note: - The ISO certification shall be issued before the date of publication of the tender."	<b><u>Eligibility criteria for Bidders:</u></b> The bidder should be currently ISO 9001-2015 certified and should also be valid during last three financial year (i.e. FY 2017-18, FY 2018-19 & FY 2019-20). <b><u>Mandatory Documents:</u></b> Self-attested copy of ISO 9001-2015 certification provided to the agency/bidder valid currently and during the period of last three financial year (i.e. FY 2017-18, FY2018-19 & FY 2019-20).Note:- The ISO certification shall be issued before the date of publication of the tender.  <b>(The amendment as above is recommended)</b>



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IX	Page No.18, Point no. 3.6, 3.8, Section-V	<p><b>Point no. 3.6:</b> The bidder/agency should have valid Factory License issued by Labour Department, GoB before the date of publication of the tender.</p> <p><b>Point no. 3.8:</b> The bidder should operate the printing press facility and should be located in Bihar for which: a) The bidder must provide rent agreement copy with house owner/ property owner, if the Printing Press is on rental place. Or, b) If the bidder property is self-owned, then the copy of the deed of conveyance must be provided.</p>	<p>1. The agency represented that they have all required infrastructure along with latest machines which has been located in Ranchi, Jharkhand and they have also done many types of different printing works for SHSB. But, due to eligibility criteria mentioned in point no. 3.6 and 3.8, they are not able to participate in the published tender. The agency stated that they will arrange to supply the required materials within time frame to Patna through their branch office which have been already active in Patna City. In this regard, they requested to allow the bidder who has established their infrastructure outside of Bihar.</p> <p>2. The bidder who's unit is in Industrial Area land allotted by BIADA on 90 years lease terms may be allowed to give copy of Land allotment letter/handing over of land physical possession letter by BIADA.</p>	<p><b>Already clarified in the tender document.</b></p> <p><b>The request of agency is accepted, and the Point no. 3.8 may be read as:</b> “The bidder should operate the printing press facility and should be located in Bihar for which: a) The bidder must provide rent agreement copy with house owner/ property owner, if the Printing Press is on rental place. Or, b) If the bidder property is self-owned, then the copy of the deed of conveyance must be provided. Or, c) If the bidder's printing press is in Industrial Area land allotted by BIADA on 90 years lease terms, then copy of Land allotment letter/handing over of land physical possession letter by BIADA must be provided.</p> <p><b>(The amendment as above is recommended)</b></p>

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X	Page No.18, Point no. 3.9, Section-V	<p><b>Eligibility criteria for Bidders:</b> The bidder must not be</p> <p>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.</p> <p>The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.</p> <p><b>Mandatory Documents:</b> Affidavit sworn before Public Notary/ Executive Magistrate as per “<b>Appendix F</b>”.</p>	<p>The agency represented that according to section 3.9 the bidder should not have any ongoing litigation with any Gov./Semi Gov. agency regarding its work order, they recommended that the bidder should get a certificate from its biggest Government agency in the past 3 years that the printer has completed all the work allotted to him/her properly and there is no ongoing litigation or was involved in corrupt practice or unethical practices or was blacklisted in the past in order for it to be transparent business.</p>	<p><b>Tender terms and conditions shall prevail.</b></p>
XI	Page No.19, Point no. 3.10, Section-V	<p>The bidder must have the following facilities available in their Printing press along with the facility of Pre-Press, Press and Post-Press related modern printing provisions:</p> <p>I. Pre-Press:</p> <p>a) Computer Set and Graphic Designer b) Computer to Plate (CTP)/ Imagesetter c) Digital Color Proofing</p>	<p>The agency requested for addition of two machine in III. Post Press which is required during binding of the work of the printing.</p> <p>d) Cold Lamination machine. e) Section Swing Machine.</p>	<p><b>Tender terms and conditions shall prevail.</b></p>

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		<p>d) Professional Proofreader</p> <p>II. Press: Printing Press should have 4 Color Sheetfed Offset Printing Machine capable for printing of paper of various GSM/Specification of item(s) mentioned in the tender document.</p> <p>III. Post Press: Automatic Folding Machine and Perfect Binding Machine</p> <p>a) Computerized Cutting Machine and 3 Knife Trimming Machine</p> <p>b) Cartons, Packet, labelling and Stapling for Packaging</p> <p>c) 2000 Square Feet area for Binding in the Premises</p>	<p>The agency represented that as per tender printing press should be established in Bihar, according to section 3.10 in eligibility criteria, the printing press should have some minimum facilities to be eligible but it is nowhere mentioned that the entire facility to be qualified should be in Bihar, as one press can have a single color offset in Bihar and its main facility in some other state still it would stand eligible. So, they recommend interlinking section 3.8 and 3.10.</p>	<p><b>Tender terms and conditions shall prevail.</b></p>
XII	Page No.19, Point no. 4, Section-V	<p>Upon verification of the above desired documents submitted by the bidder, if any bidder is 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 in the bidding process, the bidder shall be liable for punitive action due to its doubtful integrity also involved in such a trade, amounting to debaring from the selection process and blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security).</p>	<p>The agency represented that as per Page no. 7, Clause no.8.5: The EMD/ Bid Security shall be forfeited by the SHSB hereunder or otherwise, under the following conditions:</p> <ol style="list-style-type: none"> <li>1) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice</li> <li>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 <b>clause 4 of</b> <ol style="list-style-type: none"> <li>a) to sign the contract and/or</li> <li>b) to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LOI)</li> </ol> </li> </ol> <p>The agency requested to remove/modify this clause because unsuccessful Agency/Bidder in technical bid results their Financial Bid will be not open and EMD will be returned.</p> <p>As per provision of The Bihar Finance (Amendment)</p>	<p><b>Tender terms and conditions shall prevail.</b></p>

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			Rules 2005, Bid Security of unsuccessful Bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30 <sup>th</sup> day after the award of the contract.	
XIII	Page No.19, Point no. 8, Section-V	The bidder/agency shall have to quote for every line item in the Financial Bid Format. If the bidder doesn't quote for any line item in the Financial Bid format, then his proposal will be disqualified.	The agency requested that if the bidder/agency willing not to quote any item/s in financial bid may be allowed to write 'Not Quoted'.	<b>The request of Agency is not acceptable.</b>
XIV	Page No.22, Point no. 5.4, Section-VI	The agency will raise its invoices ( <i>as prescribed under GST Act</i> ) upon completion of services (printing and supply to the office of the SHSB and offices of the District Health Societies (DHS)/Medical Colleges & Hospital, any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar), as mentioned in the purchase order (POs) raised by the SHSB and the invoices must be submitted to State Health Society, Bihar(SHSB) duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules/GST (if applicable) and other statutory deductions as per applicable laws.	<p>The agency represented to update the tax compliance clause as:</p> <ol style="list-style-type: none"> <li>1. Agency/Bidder shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable SHSB to avail input tax credit. Further, returns and details required to be filled under GST laws &amp; rules should be timely filed by supplier with requisite details.</li> <li>2. Agency / Bidder would promptly pay GST, as per law, for the supplies made to SHSB and would upload returns within the prescribed time to enable SHSB., to avail the input tax credit [ITC].</li> <li>3. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to SHSB, as per GST provisions.</li> <li>4. In the event of default on his part in payment of tax and submission /uploading of monthly returns, SHSB is well within its powers to withhold payments, especially the tax portion, until Agency/Bidder corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or</li> </ol>	<b>Tender terms and conditions shall prevail.</b>

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			<p>upon GST appearing on the Company GST portal.</p> <p>5. If, as a result of any delay or default on his part, SHSB., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.</p> <p>6. In case GST credit is delayed/denied to SHSB reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to SHSB, GST amount shall be recoverable from Agency/Bidder along with interest levied/ leviable on SHSB.</p> <p>7. In the event of delay getting ITC to SHSB., due to reasons attributable to the Agency/Bidder, SHSB, reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. SHSB may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, SHSB will raise Invoice/Debit note on the Agency/Bidder.</p> <p>8. SHSB reserves the right to suspend/ cancel / terminate the contract in the event of frequent /multiple / repeated defaults by the Agency/Bidder in complying with the above requirements as per GST.</p> <p>9. Any GST liability arising on SHSB under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as</p>	

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			<p>applicable.</p> <p>10. In case the GST rating of vendor on the GST portal / Govt. official website is negative/ blacklisted, then the bids may be rejected by SHSB. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then SHSB shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by SHSB.</p> <p>11. To make the ITC is available to SHSB promptly, the Agency/Bidder undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in SHSB website within 3 days of dispatch / 7 days of completion of service from his end. Noncompliance of the same shall attract the penal clauses as may be reasonably decided SHSB.</p> <p>12. Any late delivery i.e., delivery after the due date attracts payment of damages by the Agency/Bidder as agreed mutually. It is agreed by the Agency that such damages become recoverable by SHSB with applicable GST thereon.</p>	
XV	Page No.22, Point no. 5.1 to 5.4, Section-VI	<p><b>Payments</b></p> <p>5.1 The prices quoted by the agency/bidder shall include all applicable taxes and duties, <b>excluding Goods &amp; Services Tax (GST)</b>. If applicable, GST will be paid by State Health Society (SHSB), as per the prevailing rates.</p> <p>5.2 The payment will be made to the agency by the SHSB, as per the purchase order(s), against the invoices (as prescribed under</p>	<p>The agency referred Bihar Gazette, Extraordinary, vide no.358 dated 19<sup>th</sup> April 2018:</p> <p>The 14<sup>th</sup> January 2019 S.O.14 dated 17<sup>th</sup> January 2019- In exercise of the power conferred by Clause (d) of sub rule (14) of Rule 138 of Bihar Goods and Service Tax Rules, 2017 (hereinafter referred to as "Said Rules"), the Commissioner, hereby makes following amendment in notification no. S.O. 180 dated 19<sup>th</sup> April 2018 of the Commercial Taxes Department published in Bihar Gazette, Extraordinary, vide no.358 dated 19<sup>th</sup> April 2018,</p>	<p><b><i>Tender terms and conditions shall prevail.</i></b></p>

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		<p>GST Act) raised for the services provided.</p> <p>5.3 The agency will be required to submit the invoices to the SHSB or the authority decided by SHSB for processing the payment along with the proof of receipts and delivery challans of the modules, register, cards etc. delivered to the offices of the SHSB and offices of any or all the District Health Societies (DHS)/Medical Colleges &amp; Hospital, any other places upto District Headquarters(HQ) of any one or all 38 districts in the state of Bihar.</p> <p>5.4 The agency will raise its invoices (<i>as prescribed under GST Act</i>) upon completion of services (printing and supply to the office of the SHSB and offices of the District Health Societies (DHS)/Medical Colleges &amp; Hospital, any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar), as mentioned in the purchase order (POs) raised by the SHSB and the invoices must be submitted to State Health Society, Bihar(SHSB) duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules/GST (if applicable) and other statutory deductions as per applicable laws.</p>	<p>namely the said notification – For serial no. 2 and the entries relating thereto, the following shall be substituted namely –“2. The e-way bill in respect of movement of goods originating and terminating in the State of Bihar shall not be required to be generated where the consignment value does not exceed One Lakh Rupees.”</p> <p>2.This notification shall come into force with effect from 21<sup>st</sup> January 2019 (File no. Bikrikar/GST/vividh-11/2017-209), Dr. Pratima, Commissioner-Cum-Secretary State Tax.</p> <p>The agency further stated that from 21<sup>st</sup> January 2019, the limit of threshold for generating e-way bill of goods within the state under GST will be reduced to half i.e. from Rs.2 Lakh to Rs.1 Lakh as per Bihar State Government.</p> <p>Before this notification, the limit for generating E-way bill was Rs. 2 Lakh. Agency/Bidder during supply of printed material within the state of Bihar through Delivery Challan of the modules, register, cards etc. delivered to the offices of the SHSB and offices of any or all the District Health Societies (DHS)/Medical Colleges &amp; Hospital, any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar will must have to generate E-way bill if goods value is above Rs. One Lakh as notification of Bihar Government. SHSB shall ask Agency/Bidder to attached E-way bill with the delivery challans while raising invoice to SHSB.</p> <p>While purchasing required Paper from paper mills short name Financial Bid Appendix-H for the item(s) for which Agency/Bidder has received Purchase Order from SHSB. The Paper mills also have to generate E-</p>	

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			<p>way Bill in the name of Agency/Bidder if value of Paper is more than Rs.50,000/-. SHSB may asked from Agency/Bidder to attach the e-way bill with the paper purchase invoice while raising their invoices to SHSB for payment.</p> <p>The agency referred page no. 22, Clause 5.7 of tender document i.e. <i>“The payments will be made by SHSB through PFMS or any other mode as directed by SHSB upon the receipt of invoice along with challans from the agency and confirmation of supplied items by concerned location, after necessary verifications &amp; deducting penalties (if any). If there is a delay, because of any reason, then 80% of the payment will be made by 30 days of the receipt of the invoice along with challans and confirmation of supplied items by concerned location, while balance 20% of the payment will be made after receipt of quality testing report of delivered modules, registers, cards etc. from Central Pulp and Paper Research Institute, Saharanpur/ TUVSUD South Asia Pvt. Ltd., New Delhi – 110020, after necessary verifications &amp; deducting penalties (if any).”</i></p> <p>The agency stated that in the above mention clause there is no provision/method to check from which mill paper are purchased by the Agency/Bidder. They also mentioned that in their knowledge no testing agencies in India can give certificate that paper belongs to which paper mill sent for testing by SHSB and also can not give testing of GSM report for entire paper purchased by Agency/Bidder.</p> <p>The agency referred the Clause no. 5.2 i.e. <i>“The payment will be made to the agency by the SHSB, as per the purchase order(s), against the invoices (as prescribed under GST Act) raised for the services</i></p>	



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			<p>provided.” and suggested that how SHSB can check the Paper supplier name and GSM apart from testing certificate obtained from testing agencies. It is simply at the submission of Invoice for payment from Agency/Bidder to SHSB. All invoice raised to SHSB by the Agency/Bidder shall be along with the proof of receipt of delivery challan with copy of e-way bill and paper purchase tax invoice with their e-way bill.</p>	
XVI	Page No.22, Point no. 5.7, Section-VI	<p>The payments will be made by SHSB through PFMS or any other mode as directed by SHSB upon the receipt of invoice along with challans from the agency and confirmation of supplied items by concerned location, after necessary verifications &amp; deducting penalties (if any). If there is a delay, because of any reason, <b>then 80% of the payment will be made by 30 days of the receipt of the invoice along with challans and confirmation of supplied items by concerned location, while balance 20% of the payment will be made after receipt of quality testing report of delivered modules, registers, cards etc. from Central Pulp and Paper Research Institute, Saharanpur/ TUVSUD South Asia Pvt. Ltd., New Delhi – 110020, after necessary verifications &amp; deducting penalties (if any).</b></p>	<p>The agency requested for 100% payment upon the receipt of invoice along with challans from the agency and confirmation of supplied items by concerned location, after necessary verifications &amp; deducting penalties (if any) on or before 30th day. For this Performance Security Deposit may be enhance from 5% to 10%. After receipt of quality testing report of delivered modules, registers, cards etc. from Central Pulp and Paper Research Institute, Saharanpur/TUVSUD South Asia Pvt. Ltd., New Delhi – 110020, after necessary verifications &amp; deducting penalties (if any) Performance Security Deposit shall be refund.</p>	<p><b><i>The request of Agency is not acceptable.</i></b></p>

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XVII	Page No.23, Point no. 10, Section-VI	<p><b>10. Performance Security:</b></p> <p>10.1 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 State Health Society, Bihar (SHSB) for an amount of equal to <i>5% of the value of the contract</i>. The Bank guarantee shall be as per proforma at “<b>Appendix-E</b>” and remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement</p> <p>10.2 If the firm / contractor 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 be terminated.</p> <p>10.3 The SHSB will release the Performance Security without any interest to the firm/ contractor upon successful completion of contractual obligations.</p>	<p>The agency represented that as per provision of The Bihar Finance Rules, 2005 published vide notification no. S.No.6076 F(2) dated 10.11.2005 issued by Finance Department, Govt. of Bihar, it shall be as follows:</p> <p><b>Appendix-E (Page no.-31):</b></p> <p>3. The Guarantee shall come into effect immediately upon execution and shall remain in force a period of 45 days plus 60 days from the date of execution of the contract.</p> <p>For above suggestion they refer the Page no.15, Clause 6 which state that ‘The selected agency The selected agency will be given a total time of maximum 45 days, per order for printing and supply of the various modules, register, cards etc. as per the quantities specified in the purchase orders (POs) raised by the SHSB from time to time.’</p>	<p><b><i>The request of Agency is not acceptable. Tender terms and conditions shall prevail.</i></b></p>

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XVIII	Page No.25, Point no. 18, Section-VI	<p><b>Bid Validity</b></p> <p>18.1 The submitted bids shall remain valid for a period of 180 days after the due date of submission of bids. Any tender valid for a shorter period shall be treated as nonresponsive and rejected.</p> <p>18.2 In exceptional situations, the bidders may be requested by the Tender Inviting Authority (TIA) to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail/ e-procurement portal. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.</p>	The agency referred the Rule 1310 (Bid Security) of The Bihar Finance (Amendment) Rules, 2005 and requested that the bid should be valid for a period of 90 days plus forty-five days total 135 days from the date of opening of the tender.	<p>As per BFR, 2005, the bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. So, tender terms and condition shall prevail.</p> <p><b><i>(The clarification as above is recommended)</i></b></p>
XIX	Page No.31, Appendix-E, Point no.3, Section-VII	The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 18 months from the date of execution of the contract.	The agency informed that period for Performance is incorrect w.r.to the period of contract.	<p>The clause may be read as:          “The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 30 months from the date of execution of the contract.”</p> <p><b><i>(The amendment as above is recommended)</i></b></p>
XX	Page No.35, Point no.2, Appendix-H, Section-VII	The prices quoted by the bidder shall be firm and inclusive of all the factors which includes but not limited to the cost of paper of the required specification, charges for translation(if any applicable) lamination(if any applicable), color printing, binding, packaging and transportation to the office of the SHSB	The agency requested to add two separate columns in Appendix-H to clearly mention the % GST along with HSN code of GST separately against each item. The unit price (exclusive of Tax) shall be taken into account for evaluation. The price quoted by the bidder shall be firm and inclusive of all the factors which includes but not	<b>Tender terms and conditions shall prevail.</b>

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		and District Health Societies (DHS)/Medical Colleges & Hospital/any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar, all applicable taxes and duties, <b>excluding Goods &amp; Services Tax(GST)</b> . This shall be quoted in the online mode only. GST if applicable, will be paid by State Health Society (SHSB) or the authorities decided by SHSB, as per the prevailing rates/rules.	limited to the cost of Paper of the required specification, charges for translation (if any applicable), lamination (if any applicable),color printing, binding, packaging and transportation to the office of the SHSB and District Health Societies (DHS)/Medical Colleges & Hospital/any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar, all applicable taxes and duties, exduding Goods & Services Tax(GST) if any as applicable (The % GST if any must be mentioned in separate columns). This shall be quoted in online mode only. Evaluation shall be made on the Price per Unit (Exclusive of GST). In case of different % of GST for the relevant item(s) quoted by the bidders, the correct % of GST shall be applicable.	
XXI	Page No.35 to 67, Appendix-H, Section-VII	Please refer 'Appendix-H: Instruction for Financial Bid' of the tender document. (Specification of Paper: BILT/JK /Andhra//Century Paper)	The agency represented to provide Paper Mills full name with contact address as given in Appendix-H. Also requested to add "or similar 'A' Grade Paper mills"	In the Itemwise specification in Appendix-H, wherever 'BILT/JK/Andhra/Century paper' or 'Maplitho/JK/ Andhra/Century' or 'Maplitho paper Ballarpur Industries Ltd. (BILT)/JK' or any specific paper is mentioned; it should be read as "Maplitho/BILT/JK/Andhra/ Century paper or any other similar higher grade Paper of top grade Paper Mill" <b><i>(The Clarification as above is recommended)</i></b>
XXII	Page No. 54 & 55, Appendix-H, Section-VII	Please refer the 'Itemwise specification' for Serial no. 37 and 38	Printing with Lamination should be removed for these two items.	<i>The request of Agency is accepted and the word "with both side lamination" or "with lamination" stands removed.</i> <b><i>(The amendment as above is recommended)</i></b>

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XXIII	Page No.35 to 67, Appendix-H, Section-VII	Please refer 'Appendix-H: Instruction for Financial Bid' of the tender document.	During the pre-bid meeting, agencies represented that the expected quantity mentioned for each line items in financial bid format should not be in multiple range. Therefore, it was requested by the agencies that the expected quantity of each line items should be in tentative and in single line.	<b><i>The request of Agency is not accepted.</i></b>
XXIV	Page No.55, Point No.39, Appendix-H, Section-VII	MCP Cards (Booklet)	The agency represented that MCP Cards (Booklet) e-tender is already opened by SHSB. Again, by changing paper quality asked for quote rate. So, agency requested to remove this item so that evaluation of the ongoing tender of MCP Card may not be affected. Art Paper was rejected in this tender.	<b><i>Tender terms and conditions shall prevail.</i></b>

Representative of SRU,  
Patna

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Additional Director (Finance) State  
Health Society, Bihar

**Dr. Ravi Shankar Singh**  
Chief Medical Officer, For Regional  
Director, Ministry of Health, GoI

**Shri. Khalid Arshad**  
Administrative Officer, State  
Health Society, Bihar

**Dr. Navin Chandra Prasad**  
Director-in-Chief  
Health Services, Bihar