



राज्य स्वास्थ्य समिति, बिहार



GOVERNMENT OF BIHAR.
DEPARTMENT OF HEALTH

e-tender(NIT) Reference No.:- 07/SHSB/IEC(Printing and supply of Metal sheet)/2020-21

Notice Inviting Tender for Selection of agency for printing and supply of Metal Sheet for State Health Society Bihar (SHSB)

e-Procurement Mode Only

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

SECTION- I

NOTICE INVITING TENDERS

1. The State Health Society, Bihar(SHSB), Patna intends to select agency(s) via e-tendering for rate contract of Printing and Supply of Metal Sheet 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.
2. The contract with the successful bidder/agency will be signed with SHSB.
3. 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>, shall contact the helpdesk at the following address, “e-Procurement HELP DESK, 1st 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.

4. Schedule of Events

Sno.	Event Description	Timeline
4.1	Last date & time of downloading the RFP	Till 06/10/2020 (Tuesday) up to 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).
4.2	Last date & time for submission (upload) of online bidding document.	07/10/2020 (Wednesday) till 05:00 PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
4.3	Last date & time for submission of EMD in Hard(Physical) Copies (Offline Mode)	09/10/2020 (Friday) by 01:00 PM, to “The Executive Director(ED), State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014”
4.4	Time, Date of opening of Technical Bid	09/10/2020 (Friday) at 03:00 PM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
4.5	Time, Date of opening of Financial Bid	29/10/2020 (Thursday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
4.6	Pre-bid meeting (Date & time)	23/09/2020 (Wednesday) at 11:00 AM
4.7	Pre- bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014

Note – i) Interested tenderers 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. 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.

6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Ten Lakhs Rupees only) in the shape of Demand Draft from any Schedule Bank in favour of State Health Society, Bihar payable at Patna.
7. Tender Processing Fee (TPF) amount for the sum of Rs. 1,180/ - (One thousand one hundred and eighty rupees only) to be paid by the bidder 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.
8. The technical and financial bids must be submitted 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."
9. The bidders shall submit 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.
10. The bidders shall upload the 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>).
11. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Physical (Offline Mode) Note: EMD should not have been issued on a date later than the last date for submission of online bidding document i.e., 09/10/2020 (Friday).
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

12. The technical bids will be opened (in e-mode/online) on the date 09/10/2020 (Friday) at 03:00 PM. In the event of any of the above-mentioned day being declared a holiday/closed day for the State Health Society, Bihar (SHSB), the bids will be opened in the next working day at the scheduled time.
13. The bids must be uploaded (e-mode/online) at the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>).
14. All prospective tenderers may attend the Pre-Tender meeting. The venue, date and time are indicated in Schedule of Events as in **Clause 4** above.
15. The hard(Physical) copy of the Earnest Money Deposit (EMD) along with sample of metal sheet without print (as per the prescribed specification in the tender document), should be mandatorily sent to, The Executive Director(ED), 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 closing date & time indicated in **Clause 4** above, failing which the tenders will be treated as late tender and would be summarily rejected.
16. In the event of any of the above mentioned dates being declared as a holiday/closed day for the State Health Society, Bihar the tenders/EMD will be received/opened on the next working day at the scheduled time.

17. All Tenders must be accompanied by EMD as mentioned. No bidder is exempted from submitting of EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected.
18. SHSB reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
19. For further enquiry and information, please contact to the following officers during office hours 9:30 AM to 6:00 PM-
 - I. Mr. Khalid Arshad, Administrative Officer(AO), SHSB – +91-8544402232 and/or 0612-2232059
20. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>)

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 due to this, it has been mentioned “Zero”. However, the Estimated value of work is approximate 3 Crore. The bidders are requested to quote the bids based on the terms and conditions mentioned in the tender document..

Executive Director(ED)
State Health Society, Bihar

SECTION –II

INSTRUCTIONS TO BIDDER (ITB)

1. General Instructions

1. The bidder should prepare and submit its offer as per instructions given in this section.
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.

2.1 **Registration of Bidders:** 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>, shall contact the helpdesk at the following address, “e-Procurement HELP DESK, 1st 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.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.

2.2 **Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) .

2.3 The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the e-Procurement Portal <https://www.eproc.bihar.gov.in/BELTRON> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

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).

2.5 Before preparing the tender and submitting the same to the SHSB, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.

2.6 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.)

2.7 The prices quoted shall be firm and inclusive of all the factors which includes but not limited to the cost of Metal sheet of required specification and thickness, charges for translation(if any applicable), framing(if any applicable), color printing, anti-rust coating, drilling of holes, 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, **excluding Goods & Services Tax(GST)**. 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. (**Refer: Appendix H: Instruction for Financial Bid**)

- 2.8 The technical bid (technical and financial details of the bidder/agency) shall be submitted on or before the last date 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.

3. 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.

4. 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.

5. Amendments to Tender Documents

- 5.1 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.
- 5.2 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.
- 5.3 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>.

6. Pre-Bid Meeting

- I. In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of SHSB as per details given hereunder:

Date & Time:	23/09/2020 (Wednesday) at 11:00 AM
Venue:	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna
Contact persons:	Mr. Khalid Arshad, Administrative Officer(AO), SHSB – +91-8544402232 and/or 0612-2232059

- II. During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next day. The State Health Society, Bihar (SHSB) shall upload written response on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of **Section II, Para 5**, above shall be issued, which shall be binding on all prospective bidders. Moreover, any tender

submitted after outcome of Pre-bid meeting or any clarification sought for, with its response, the terms of tender shall be deemed to have accepted and the bidder shall be bound by the terms/clauses of the NIT read with its different sections and appendix in its entirety.

7. Clarifications to Tender Documents

- I. A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to Mr. Khalid Arshad, Administrative Officer(AO), SHSB by post/email ID: ieccell2015@gmail.com, within 1 (one) day of date of pre-bid meeting.
- II. In the event, of the above-mentioned day being declared as a holiday/closed day for the State Health Society, Bihar(SHSB), the prospective bidders can submit written request for clarifications, by 1800 hrs on the next working day.
- III. 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.
- IV. 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>.

8. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by **Earnest Money Deposit (EMD) of 10,00,000/- (Ten Lakhs rupees only)** 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, 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.
- b) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- c) 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.
- d) Earnest money is required to protect the SHSB against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD at an appropriate stage/situation, called upon.
- e) The EMD/ Bid Security shall be forfeited by the SHSB hereunder or otherwise, under the following conditions:
 - 1) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice at any stage.
 - 2) If a Bidder withdraws its Bid during the period of bid validity as specified in this NIT and as extended by the SHSB from time to time;
 - 3) In the case of Selected Bidder, if it fails within the specified time limit:
 - 3.1 to furnish the Performance Security(PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI) and/or
 - 3.2 to sign the contract

9. Preparation of Tender

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

(1) Earnest Money Deposit (EMD), along with sample of Metal sheet (as per the prescribed specification in the tender document) without print	Physical (Offline Mode)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

9.2 **Bidders are requested not to submit the hard copy of Technical and Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender. In case the hard copy is submitted by the bidder by mistake, tender shall not be rejected but only the online uploaded technical bid documents shall be considered for evaluation. The hard copy of technical bid shall not be considered valid under any circumstances and shall not be subjected to evaluation.**

9.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of the **Appendix B**, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed 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 initialed 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 **Appendix B**.

9.4 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 warrant 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.

9.5 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.

9.6 **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 online mode. If any bid is found without complying this clause, the same shall be rejected outrightly even before opening of its Technical bid i.e. the same shall not be considered for opening of its Financial bid.**

9.7 The envelope containing **Earnest Money Deposit(EMD)**, shall be marked in bold letter as *“EMD for selection of agency via e-tendering for printing and supply of Metal Sheet for State Health Society, Bihar(SHSB)”* which shall contain the Earnest Money Deposit (EMD) along with sample of Metal sheet without print (as per the prescribed specification in the tender document) furnished in accordance with above **“Section II, Para 8 (ITB)”**;

9.8 Following required evaluation criteria must be submitted through online mode on eProcurement Portal

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

- 1) Technical Proposal Covering Letter, as per “**Appendix A**”.
- 2) Authorization Letter for signing of proposal in favour of signatory to tender documents as per “**Appendix – B**”.
- 3) Assignments of similar nature, as per “**Appendix C**”
- 4) Particulars of the bidders, as per “**Appendix D**”
- 5) Self-attested copy of establishment of the entity under Companies Act 1956/2013 or Partnerships Act 1932 or Indian Societies Registration Act 1860 or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm under Shop & Establishment Act.
- 6) Self-attested copy of audited Balance Sheet alongwith audited Financial Statement i.e. Profit & Loss Account, (if the bidder is registered under **Companies Act** or **Partnership Act** or **Limited Liability Partnership Act** or **Proprietorship firm**) or Income and Expenditure account statement (if the bidder is registered under **Societies Act** or **Trust Act**).
- 7) Self attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. **2017-18, 2018-19 and 2019-20**.
- 8) Self-attested copy of the PAN card and certificate of registration of **GST** issued by the appropriate authority valid as on date of submission of tender documents.
- 9) Self-attested copy of the certificate of registration of **ESI and EPF (if applicable)** issued by the appropriate authority valid as on date of submission of tender documents along with latest paid voucher. However, if the ESI and EPF is not applicable, to the agency, then they shall submit an notarized affidavit of non-applicability of ESI and EPF to SHSB.
- 10) A duly notarized declaration from the bidder in the format given in the “**Appendix-F**” to the effect that the firm has neither been declared as defaulter or black-listed or declared ineligible by any competent authority of Government of India/ Government of any State / Society of any state etc.
- 11) Self-attested copy of the work order(s) along with their invoice(s) and successful work completion certificate(s) for printing and supplying of Metal sheet to the Government (Central or State) Sector, Public Sector Unit (PSU), Private Sector in the last three financial years (FY 2016-17, 2017-18 and 2018-19).
- 12) Declaration from the bidder for the Printing Facility in the format given in the “**Appendix-G**” to ascertain that the bidder has the required facilities available in their printing press. In addition to self-declaration, the bidder needs to submit Invoice copy(s) issued in the name of the bidder for purchase of machinery which are installed in the printing press facility.
- 13) Self attested copy of last 3 months electricity bill with payment receipt of three Phase connection on the name of bidder/agency.
- 14) Self attested copy of valid Factory License issued before the date of publication of this tender.

10. Tender Submission

- 10.1 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.
- 10.2 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.

- 10.3 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>
- 10.4 The financial bids of bidders whose Technical bids are found technically responsive and qualify on inspection of Printing press, will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders accordingly.
- 10.4.1 No bidder can place more than one bid in any form in the state.
- 10.4.2 The Bidder has to give a single bid taking into consideration all the conditions as laid down in this tender document.
- 10.5 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.

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 qualified as per criteria laid down in the 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. Technically qualified bidder's Printing Press will be inspected by the committee appointed by SHSB, and Financial bids of only those bidders, who qualify on technical bid and physical factory (Printing Press) inspection, will be considered and opened.

2. Printing Press (Factory) Inspection:

2.1 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:

I. Pre-Press: Computer Set

II. Press: Metalsheet Coating machine, Travelling Drying oven & Metal sheet Printing machine

III. Post Press:

a) Cartons, Packet, labelling and Stapling for Packaging

b) 1,000 Square Feet area for Packaging activities in the Premises

2.2 SHSB or its authorized representative(s) has/have the right to inspect the Printing Press (Factory) premises of bidders/tenderers, before accepting the rate quoted by them or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.

2.3 The bidder/tenderer shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The bidder/tenderer shall extend necessary cooperation to such team in inspection of the printing process, quality control measures adopted, etc.. If Company/Firm does not allow for any such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled and the Performance Security/Earnest Money Deposit of the concerned selected bidder will be forfeited and the SHSB shall be at the freedom to negotiate with L2, and then L3, (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, for printing and supply of Metal Sheet at the L1 rate.

3. 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 as to whether the deviation is material or not, shall be final and binding on the bidders.

4. Discrepancies in Prices

- 4.1) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 4.2) As per decision of the SHSB, if there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post. If the bidder does not agree to the observation of the SHSB, the tender is liable to be ignored.

5. 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.

6. Contacting the State Health Society, Bihar (SHSB)

- 6.1 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.
- 6.2 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.

7. Bid Clarification

- 7.1 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.
- 7.2 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 this date, the SHSB shall evaluate the offer as per 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.

8. Fraud and Corrupt Practices

- 8.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the SHSB may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 8.2 Without prejudice to the rights of the SHSB hereinabove, if an bidder is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the SHSB during a period of 5 (Five) years from the date such bidder 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.

8.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process.
- (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the SHSB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9. Award of Contract

- 9.1 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).
- 9.2 The final selection of the bidder(s) shall be as per the Least Cost Selection (LCS) method, and the contract will be awarded to the bidder(s) whose financial bid is the lowest (L1) rate for each range of an item quoted by, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per **Section V**.
- 9.3 In case, L1 is quoted by multiple bidders, the work shall be distributed equally among the L1 bidders.
- 9.4 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 9.5 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.
- 9.6 The SHSB will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties “*floated from this NIT*” having the terms and conditions etc., therein.
- 9.7 The successful bidder must furnish to the SHSB the required Performance Security (PS), before executing the contract/signing of the contract document positively failing which the EMD will be forfeited and the award will be cancelled with punitive and legal action suitably, at the cost and responsibility of the agency. Relevant details about the performance security have been provided under **Section VI Para 10**.

9.8 The contract agreement between State Health Society, Bihar and the selected agency 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 agency.

SCOPE OF THE WORK (SoW)

1. The State Health Society, Bihar(SHSB), intends to select an agency or agencies for printing and supply of Metal sheet to its office and offices of District Health Societies (DHS)/Medical Colleges & Hospital/any other places upto District Headquarters(HQ) of all the 38 districts in the state of Bihar.
2. The detailed specifications of the Metal sheet is mentioned in **Appendix H**.
3. A sample of the Metal Sheet, shall be shown at the time of the Pre-Bid meeting, as per the dates and timelines mentioned in Clause 4 of the Notice Inviting Tender (NIT).
4. The selected agency/bidder shall charge for the printing and supply of Metal sheet as per the rate discovered through this tender, for the period of the contract.
5. The SHSB shall be paying the same to the agency, which includes but not limited to the cost of Metal sheet of required specification and thickness, charges for translation(if any applicable), framing(if any applicable), color printing, anti-rust coating, drilling of holes, 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, **excluding Goods & Services Tax(GST)**. 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.
6. The agency shall be required to make sure that there is no deviation of any sorts in any of the terms and specifications of the Metal Sheet (*if not communicated otherwise from the SHSB to the agency*), printing at different points of times or dispatched to the multiple districts at the same time or different point of time. Any deviation from which, will lead to penalties being levied on the agency, as mentioned in this tender document and therefore in the contract document signed with the SHSB.
7. The agency will be given a total time of maximum 45 days, per order for printing and supply of the Metal Sheet as per the quantities specified in the purchase orders (POs) raised by the SHSB from time to time. The Selected bidder will be required to share the sample to SHSB, of the printed Metal sheet 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 the order quantities and dispatch to the office locations of the SHSB/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.
8. The selected bidder(s), will be responsible for the transportation and delivery of printed Metal Sheet to the office locations 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 per the order quantities and timelines specified in the purchase orders (POs).
9. In case, due to transit loss, damage, accident or any other reasons the required quantity of the Metal sheet delivered to the SHSB or any or all the offices of the DHS/Medical College & Hospital/ any other places upto District Headquarters(HQ) differ from the order quantities mentioned in the purchase orders(POs); additional quantities shall be provided by the agency at no extra cost to the SHSB or the concerned DHS/Medical Colleges & Hospital/ any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar. The agency shall be required to make sure there is no deviation whatsoever (if not communicated otherwise by the SHSB), in the Metal Sheet so provided.

10. The agency shall ensure the packing of the Metal sheet in a manner to prevent their damage or deterioration during transit to the final destination (*to the SHSB or the concerned District Health Societies (DHS)/Medical Colleges & Hospital wherever/any other places upto District Headquarters(HQ) of any one or all the 38 districts in the state of Bihar*). The packing shall be sufficient to withstand rough handling, rain, water, sun and other threats during transit and open storage. Packing case size and weights shall be taken into consideration, where applicable, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points of transit. In addition, the agency shall also make necessary arrangement for the smooth transportation of goods up to the final destination (*to the SHSB or the concerned 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*) specified in the purchase order raised by SHSB.
11. The agency shall be require to make separate packages for each consignee (*to the SHSB or the concerned 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*). Each package should be marked/stickered properly on three sides, mentioning the following:
 - 11.1 Brief description of the goods, including number in each package.
 - 11.2 Contract/work order number and date
 - 11.3 Place of the origin of goods.
 - 11.4 Agency 's name and address
 - 11.5 Packing list reference number
 - 11.6 Consignee's name and full address and
 - 11.7 "Logogram of the SHSB"
 - 11.8 The carton and each item should necessarily bear the words, "Bihar Government Supply, NOT FOR SALE", in bolder writing than those printed on the label. The above caption shall run from the lower left-hand corner to the top right-hand corner on the carton and at any prominent place.
12. The cost for test of quality of sample of the Metal sheet, as per the purchase orders (POs), shall be borne by the agency, and the SHSB shall be deducting the equivalent amount from the Invoices raised by the agency. Appropriate penalties, as mentioned in **clause 6, Section VI – Terms and Conditions**, shall be applicable on the agency, as per quality of the Metal sheet, rated by the Quality Testing Agency.
13. There shall be no employer employee relationship between the SHSB and the personnel to be deployed by the agency in the contract service.
14. The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the SHSB for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the labour laws /Circulars/acts as to the manpower appointed or hired for performance of this contract.
15. 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.

16. The SHSB will not entertain any dispute between the manpower provided and the concerned agency on any issue(s). In case, of any dispute affecting the performance of the agency, strict action, as per penalty provisions mentioned in the tender or the consequential action under the terms of the agreement or in terms of the provisions of existing law for the time being enforced, whatever it may be will be taken against the agency.
17. The Authorities at SHSB or DHS or Medical College and Hospitals will provide creative design, name, logo, picture, customized messages, creatives, etc. which will be required to be printed on the Metal sheet by the supplier as and when required.
18. The design, concept, messages, pictures, creatives, etc. provided to the agency by the State Health Society Bihar (SHSB) or concerned Government Healthcare Facility or District Health Society or Medical College and Hospital, shall be the sole property of the SHSB or concerned Government Healthcare Facility or District Health Society or Medical College and Hospital, as such, the concerned agency shall not have any right to alter or use the same anywhere else.

ELIGIBILITY CRITERIA

- 1) This invitation is open to all organizations registered under Companies Act, 1956/2013, Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882 or Limited Liability Partnership Act 2008 or Proprietorship firm registered under Shop and Establishment Act, who fulfill the eligibility & qualification criteria specified hereunder. (**Consortium is not allowed**)
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows: -

S.No	Eligibility criteria for Bidders	Mandatory Documents
2.1	The Bidder should be an established entity under Companies Act, 1956/2013, or Partnership act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm registered under Shop and Establishment Act.	<p>For Company Act - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 along with copies of Memorandum of Association (MoA) and Articles of Association (AoA)</p> <p>For Partnership Firm - Copy of the Registration Certificate issued under Partnership Act 1932, along with Partnership deed.</p> <p>For Limited Liability Partnership (LLP) Firm - Copy of the Certificate of Incorporation issued by the Registrar of Firms under Limited Liability Partnership Act 2008.</p> <p>For Society/Trust – Copy of Certificate of registration under Societies Registration Act 1860 or Indian Trusts Act 1882.</p> <p>For Proprietorship firm – Copy of Registration Certification registered under Shop and Establishment Act.</p>
2.2	The bidder must have minimum average turnover of Rs. 1 Crores during the last three financial years (FY 2016-17, FY 2017-18 & FY 2018-19) in printing and supply of bidding item, as evidenced by the audited accounts of the bidder certified by Chartered Accountant.	<p>(a) Audited Balance Sheet for FY 2016-17, FY 2017-18 & FY 2018-19, and</p> <p>(b) Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Limited Liability Partnership Act or Proprietorship firm) for FY 2016-17, FY 2017-18 & FY 2018-19;</p> <p>Or,</p> <p>Income and Expenditure account statement (if the bidder is registered under Societies Act or Trust Act) for FY 2016-17, FY 2017-18 & FY 2018-19</p> <p>(c) Turnover certificate issued by Chartered Accountant (must be mentioned Membership No., UDIN No. & Date) certifying the turnover related to printing and supply of bidding item</p>

S.No	Eligibility criteria for Bidders	Mandatory Documents
		for FY 2016-17, FY 2017-18 & FY 2018-19.
2.3	The bidder must provide self attested scanned copies for (i) PAN Card, (ii) income tax returns of three assessment years (AY 2017-18, AY 2018-19 & AY 2019-20), (iii) GST Registration Certificate and (iv) ESI & EPF registration certificate (<i>if applicable</i>) with latest paid voucher.	Self-attested copies of 1) PAN Card 2) GST Registration Certificate 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 registration certificate with latest paid voucher (<i>if applicable</i>)
2.4	The bidder should have the experience of printing and supply of metal sheet to the Government (Central or State) Sector/ Semi-Government/ Public Sector Unit (PSU)/ Private Sector in each of the last 3 financial years i.e. FY 2016-17, FY 2017-18 & FY 2018-19.	Copy of work order(s) along with their Invoice(s) and successful work completion(s) in printing and supply of Metal sheet in each of the last three financial year (i.e. FY 2016-17, FY 2017-18 & FY 2018-19.) to the Government (Central or state)/ semi-government/ Public Sector Unit(PSU)/ Private Sector.
2.5	The bidder/agency should have valid Factory License issued before the date of publication of the tender.	Self attested copy of valid Factory License issued before the date of publication of the tender.
2.6	The bidder/agency should have three Phase electricity connection in printing press.	Self-attested copy of last 3 months electricity bill and payment receipt in the name of agency.
2.7	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 Public Notary/Executive Magistrate as per “ Appendix F ”.
2.8	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:	Self-declaration on company letterhead as per “ Appendix G ”. in addition to self-declaration, the bidder needs to submit Invoice copy(s)

S.No	Eligibility criteria for Bidders	Mandatory Documents
	<p>I. Pre-Press: Computer Set</p> <p>II. Press: Metal sheet Coating Machine, Travelling Drying Oven and Metal Sheet Printing machine</p> <p>III. Post Press:</p> <p>a) Cartons, Packet, labelling and Stapling for Packaging</p> <p>b) 1000 Square Feet area for Packaging activities in the Premises</p>	<p>issued in the name of the bidder for purchase of machinery which are installed in the printing press facility.</p>

3. 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 debarring from the selection process with punitive and legal action suitably at the cost and responsibility of the agency, including the forfeiture of EMD (Bid security).
4. 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 Factory Inspection and Financial Bid evaluation.
5. 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.
6. 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 read with the materials on record, and the bidder shall be barred from subsequently questioning such interpretation of the SHSB.
7. The bidder(s) will be required 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.
8. The financial bids, of the shortlisted bidder(s), from technical evaluation (matching eligibility criteria) and satisfactory report of factory inspection, will be opened, and the bidder, who quotes the lowest (L1) cost for that particular line shall be selected as the bidder for that particular item (s) as per Least Cost Selection (LCS) method, for printing and supply of the Metal sheet.
9. In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI) within time, the LoI shall be cancelled and further the EMD of the concerned selected bidder will be forfeited with legal/punitive action suitably under the law on the sole responsibility of the agency and the SHSB shall be at the freedom to negotiate with L2, and then L3, (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, for printing and supply of Metal sheet at the L1 rate.
10. Also, in the case, the L1 bidder is not able to fulfill the ordered quantities by the SHSB, the SHSB shall be at the freedom to proceed against bidder legally at their risk, cost and responsibility, further SHSB shall have absolute right to negotiate with L2, and then L3, (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, for printing and supply of Metal sheet at the L1 rate.
11. In case, L1 is quoted by multiple bidders, the work shall be distributed equally among the L1 bidders.

TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1 The Agency 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 Agency 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 Agency 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. Any action contrary to the above clause, shall lead to be proceeded suitably under the required law.
- 1.3 Except the contract issued to the Agency, each and every other document mentioned in sub-clause 1.1 above shall remain the property of the SHSB and, if advised by the SHSB, all copies of all such documents shall be returned to the SHSB on completion of the Agency'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. Insurance

- 3.1 The Agency shall be responsible for insuring its raw- materials, printing machinery and transportation staff and vehicles, and Metal sheet for accident, theft, damage, burglary etc.
- 3.2 The SHSB shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the SHSB's. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.
- 3.3 Transit Insurance, till delivery/acceptance of Metal sheet at facility premises, shall be arranged by the successful bidder at its own cost. Successful bidder shall be responsible till the ordered quantity of all material arrive in safe and sound condition at destination as specified in this tender document, complying with all statutory requirements.

4. Project Duration

- 4.1 The Project will be awarded for a period of 2 year from the date of agreement and may be extended for one or more years based on the requirements, availability of funds under National Health Mission (NHM) or any source based upon the satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency and SHSB. Any extension from any corner shall not be the right of the agency.
- 4.2 The Agency will be obliged to perform the task in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the agency will be liable for consequential action in terms of the contract strictly.

5. Payments

- 5.1 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 State Health Society (SHSB), as per the prevailing rates.
- 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 GST Act) raised for the services provided.
- 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 Metal sheet delivered to the offices of the SHSB and offices of any or all the District Health Societies (DHS)/Medical Colleges & Hospital, any other places upto District Headquarters(HQ) of any one or all 38 districts in the state of Bihar.
- 5.4 The agency will raise its invoices (*as prescribed under GST Act*) on 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.
- 5.5 In case of discrepancy found in the quantities of the Metal sheet ordered and delivered to the designated location (i.e. office of the SHSB and offices of any or all the District Health Societies (DHS)/Medical Colleges & Hospital, any other places upto District Headquarters(HQ) of any one or all 38 districts in the state of Bihar), payment against Invoices shall be made on the basis of the delivery challans submitted by the agency and actual confirmation received from the designated location, and not on basis of the quantities ordered by the SHSB.
- 5.6 The cost of test of quality of sample of the Metal sheet, as per the purchase orders (POs), shall be borne by the agency, and the SHSB shall be deducting the equivalent amount from the Invoices raised by the agency.
- 5.7 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 & 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 Metal sheet, from Central Pulp and Paper Research Institute, Saharanpur/TUV-SUD South Asia Pvt. Ltd., New Delhi – 110020 or any other testing agency, , after necessary verifications & deducting penalties (if any).**

6. Performance Review, Incentives & Penalty provisions.

6.1 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 Agency and penalty will be applied as and when required, upon commissioning of the services.

6.2 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.

Clauses	Penalty
1) Delay in delivery for printing and supply of Metal sheet at the designated locations (<i>SHSB and offices of any or all the District Health Societies (DHS)/Medical Colleges & Hospital, any other places upto District Headquarters (HQ)</i>)	Payment of 0.5% per day will be deducted from the billed value against delayed quantities in delivery of Metal sheet to the designated location from the scheduled delivery date.
2) In case of Mismatch in specification of sample by the testing laboratory regarding the quality of the Metal sheet supplied, payment will be deducted from the total bill amount on the basis of average quality grading by Quality Testing agency 2.1 95-99% quality - Deduction of 2.5 % in payment of total invoice amount 2.2 90-94.9% quality - Deduction of 5% in payment of the total invoice amount 2.3 85-89.9% quality - Deduction of 7.5% in payment of the total invoice amount 2.4 80-84.9% quality - Deduction of 10% in payment of the total invoice amount If the quality is less than 80%, the agency shall be advised to refund the entire paid amount within 21 days from date of intimation, failing which Performance Security (PS) shall be forfeited and Rate contract with the Agency shall be terminated and the Agency shall be blacklisted. An affidavit to the effect shall be taken from the Agency at the time of signing the contract that in case their product quality deviates below 80% of the set quality parameters as outlined in the tender document, they shall not be liable for any payment against the supplies made or consumed by the tender inviting authority or its offices, and any payment already issued to the agency shall be refunded by the agency within 21 days from the date of intimation, otherwise their Performance Security shall be forfeited. The remaining supplies not used by the Tender Inviting Authority shall be duly returned to the Agency and the Agency shall arrange and bear cost of all Logistics and Administrative cost involved in return of the unused supplies from all delivery locations.	

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

7. 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 Letter of Intent (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.

8. Subcontracts

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

9. Modification to Contract

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

10. Performance Security

- 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 *5% of the value of the contract*. The Bank guarantee shall be as per proforma at "**Appendix: E** 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
- 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 will also be cancelled.
- 10.3 The SHSB will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

11. Tax Deduction at Source

Tax deduction at source shall be made at the prescribed rates from the bidder's bills under the prevailing law.

12. Termination of Contract

- 12.1 Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent(LoI) or 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.
- 12.2 The SHSB, without prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the Agency, terminate the contract in whole or in part, if the Agency fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations or for any breach of contract within the time period specified in the contract, and the firm shall be blacklisted, consequently the performance security, shall be forfeited.
- 12.3 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 Agency shall be liable to the SHSB for the extra expenditure, if any, incurred by the SHSB for arranging such services.

13. Termination for Insolvency

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

14. Termination by Mutual Consent

In the event the SHSB & Agency mutually agrees reasonably 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.

15. Force Majeure

- 15.1 Notwithstanding the provisions contained in clauses 13 and 14 the Agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the Agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 15.2 For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the 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 and will not be limited to wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Agency shall promptly notify the SHSB in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the SHSB in writing, the 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.
- 15.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 15.5 In case due to a Force Majeure event the SHSB is unable to fulfil its contractual commitment and responsibility, the SHSB will notify the Agency accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

16. 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.

17. Resolution of disputes

- 17.1 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.
- 17.2 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 district of Patna only.

18. Bid Validity

- 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.
- 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.

19. Applicable Law

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

Executive Director (ED)
State Health Society Bihar

TECHNICAL PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To
The Executive Director (ED),
State Health Society, Bihar (SHSB),
Pariwar Kalyan Bhavan, Sheikhpura, Patna.

Re: Tender Notice for selection of agency for printing and supply of Metal sheet for State Health Society, Bihar (SHSB),

Dear Sir / Madam,

We, the undersigned, offer to provide the services for printing and supply of Metal sheet for State Health Society, Bihar(SHSB), in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

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

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

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

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

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

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by SHSB;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with SHSB or any other public-sector enterprise or any government, Central or State; and

- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SHSB and / or the Government of Bihar in connection with the selection of agency or in connection with the selection process itself in respect of the above mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i. A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith in Appendix: B.
- j. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the SHSB.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

**(On Non – judicial stamp paper of Rs.1000/- 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 printing and supply of Metal sheet for 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).

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED

DURING LAST THREE FINANCIAL YEARS (2016-17, 2017-18 & 2018-19)

1. Attach work orders (minimum 3 work orders with Invoice of each FY)

Sr.No	Assignment contract No & date	Description of work services provided	Date of commencement	Date of completion	Full Address of the organization with Phone No. where assignment done
1					
2					
3					
4					
5					
6					

Signature:

For and on behalf of Messrs _____

Name & Address of the Agency:

PARTICULARS OF THE BIDDER'S ORGANISATION

(To be submitted by all tenderers / bidders)

- 1. Name :
- 2. Type of the firm : Company/Partnership/LLP/Society/Trust/Proprietorship
- 3. Registered Address :
- 4. Phone/Fax/Mail id :

5. Address of the office of Services Provider in the State :

6. Details of key employees:

S.no	Name	Designation	Contact No. & Email ID
(1)			
(2)			
(3)			

7. Registration. Nos.

- (a) EPF (if applicable)
- (b) ESI (if applicable)
- (c) GST
- (d) PAN No.

8. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Place:

Name

Office Seal

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Executive Director (ED),
State Health Society, Bihar
Pariwar Kalyan Bhawan
Sheikhpura, Patna-14

Dear Sir,

WHEREAS.....(Name and address of the Agency) (Hereinafter called “the Agency” has undertaken, in pursuance of Lol vide Memo No..... dated (Herein after “the contract”) for printing and supply of Metal sheet for State Health Society, Bihar (SHSB),

AND WHEREAS it has been stipulated in the said contract that the agency shall furnish a Bank Guarantee (“the Guarantee”) from a scheduled bank for the project/ performance of the “for printing and supply of Metal sheet for State Health Society, Bihar(SHSB)”, 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 State Health Society, Bihar (SHSB) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.(as applicable), to the State Health Society, Bihar (SHSB), under the terms of the contract, on account of full or partial non-performance /non-implementation and/or delayed or defective performance/implementation. Provided, however, that the maximum liability of the Bank towards SHSB, under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from 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 SHSB any and all sums demanded by SHSB under the said demand notice, subject to the maximum limits specified in Clause 1 above.
3. 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.
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 the bidder and the bank.
5. The Bank also agrees that the 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 not withstanding any security or other guarantee that SHSB may have in relation to the bidder’s liabilities.
6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the SHSB or any other indulgence shown by SHSB or by any other matter or thing whatsoever which under law would, but for this provision, have the affect 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.

Date this the Day of 2020.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)

DECLARATION BY BIDDER

Format for Affidavit 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(SHSB)/District Health Society (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 of online bidding document.

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

- 1.
- 2.
- 3.
- 4.

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:

DECLARATION FOR PRINTING FACILITY

(Company Letterhead)

I, M/s....., (the name and addresses of the registered office) hereby certify and confirm that we have the required facilities available in our Printing press located at, (address of the Printing press) with the facility of Pre-Press, Press and Post-Press related modern printing provisions:

I. Pre-Press: Computer Set

II. Press: Metal sheet Coating Machine, Travelling Drying Oven and Metal Sheet Printing machine

III. Post Press:

- a) Cartons, Packet, labelling and Stapling for Packaging
- b) 1000 Square Feet area for Packaging activities in the Premises

We further confirm that we are aware that, our Application for the captioned project would be liable for rejection in case it is found not having the aforementioned specification during the time of physical inspection of the Printing Press by the technical evaluation committee of State Health Society, Bihar (SHSB). Further, we understand that during the currency of the contract, the SHSB shall have the right to undertake random inspection of the facility and if found ineligible then contract stands cancelled and amount paid till date shall be forfeited without further intimation.

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:

INSTRUCTION FOR FINANCIAL BID

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

S.No	Item	Specification	Unit	Quantities	Cost per unit (in Rupees)
1	Printing on Metal Sheet	Size: 34" X 22", Printing: 4 Colour, One Side Printing Material: CR Sheet, Thickness: 0.22 mm ± 0.01mm, Anti-rust coating on back side of the plate, Eyelets (holes) on all four corners for fixing it on wall.	pieces	Less than 5000	Rs
				5001-10000	Rs
				10001-20000	Rs
				20001-50000	Rs
				50001 and above	Rs
2	Printing on Metal Sheet	Size: 34" X 22", Printing: 4 Colour, One Side Printing Material: CR Sheet, Thickness: 0.22 mm ± 0.01mm, Anti-rust coating on back side of the plate, Eyelets (holes) on all four corners for fixing it on wall. Framing on all four sided of printed metal sheet with rubber/fibre.	pieces	Less than 5000	Rs
				5001-10000	Rs
				10001-20000	Rs
				20001-50000	Rs
				50001 and above	Rs
3	Printing on Metal Sheet	Size: 17" X 22", Printing: 4 Colour, One Side Printing Material: CR Sheet, Thickness: 0.22 mm ± 0.01mm, Anti-rust coating on back side of the plate, Eyelets (holes) on all four corners for fixing it on wall.	pieces	Less than 5000	Rs
				5001-10000	Rs
				10001-20000	Rs
				20001-50000	Rs
				50001 and above	Rs
4	Printing on Metal Sheet	Size: 17" X 22", Printing: 4 Colour, One Side Printing Material: CR Sheet, Thickness: 0.22 mm ± 0.01mm, Anti-rust coating on back side of the plate, Eyelets (holes) on all four corners for fixing it on wall. Framing on all four sided of printed metal sheet with rubber/fibre.	pieces	Less than 5000	Rs
				5001-10000	Rs
				10001-20000	Rs
				20001-50000	Rs
				50001 and above	Rs

- The but not limited to the cost of Metal sheet of required specification and thickness, charges for translation(if any applicable), framing(if any applicable), color printing, anti-rust coating, drilling of holes, 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, **excluding Goods & Services Tax(GST)**. 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.

2. The **“Quantities”** column provided in the above table has different range of quantities. The bidder/agency needs to quote rate per unit for the respective range of quantities as mentioned in the table.
3. The rate quoted **‘Cost per Unit’** for each item corresponding to each range of quantities shall be used to identify the L1 bidder for each range of the item quoted for. The contract will be awarded to L1 bidder(s) for each such range of an item. It is compulsory for bidder to quote for every line item mentioned. If the bidder doesn’t quote for any line item then the proposal will be disqualified.
4. The rates quoted must be in figures as well as in words.
5. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the contract period.
6. The bidder will be required to raise the invoice as prescribed under GST Act 2017 and rules therein.

Signature of Authorized Signatory:

Seal with Designation:

Place: