



NOTICE INVITING TENDERS

e-tender (NIT) Reference No. **02/SHSB/HR/2021-22**

1. The State Health Society, Bihar (SHSB) is implementing the National Health Mission (NHM) to carry out various health related program(s) and strengthening the health delivery system, in the State of Bihar.
2. The State Health Society, Bihar (SHSB), Patna intends to select insurance company via e-tendering mode for **Rate Contract to appoint an Insurance Company for Group Personal Accident Insurance Policy** to cover accidental and permanent/partial disability of all contractual employees under **National Health Mission, Bihar**, as per tender documents. The contract with the successful agency/bidder(s) will be signed with SHSB, and the day to day execution of the contract will be done by SHSB or its delegated authority to be decided by SHSB at its sole discretion. Currently, approximately, 12000 contractual employees are planned to be provided with the Personal Insurance benefit with possibilities of significant increase in the number of employees to be covered under the scheme with new contractual employees getting inducted under NHM. The contractual employees are employed in various public health facilities across Bihar to facilitate implementation of the NHM.
3. The objective of appointing an Insurance Company is to cover all contractual employees under Group Personal Insurance Scheme to enable them to meet all expenses arising out of an accident and to provide financial support to the nominee and dependents of the insured employee in the event of her/his untimely death resulting due to an accident.
4. To participate in the e-tendering process, the bidder/company is required to get them registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://www.eproc.bihar.gov.in/> BELTRON. For assistance they may 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, Mobile 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.
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. **Schedule of Events**

Sno.	Event Description	Timeline
6.1	Last date & time of downloading the RFP	Till 23/07/2021 (Friday) up to 05:00 PM , on the e- Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
6.2	Last date & time for submission (upload) of online bidding Document	24/07/2021 (Saturday) till 05:00 PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
6.3	Last date & time for submission of EMD in Hard (Physical) Copies (Offline Mode)	29/07/2021 (Thursday) by 05:00 PM, to "The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014"
6.4	Time, Date of opening of Technical Bid	30/07/2021 (Friday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
6.5	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
6.6	Pre-bid meeting (Date & time)	06/07/2021 (Tuesday) at 11:00 AM
6.7	Pre- bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014

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

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

7. The tender would be accompanied by Earnest Money Deposit (EMD) in the shape of Demand Draft from any Schedule Bank in favor of "State Health Society, Bihar" payable at Patna. No bidder is exempted from submitting of the EMD as mentioned in the tender document. Tenders without EMD

[Handwritten Signature]

shall be summarily rejected.

8. Bid Processing Fee (TPF) amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees) to be paid through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only, to the agency empaneled by Government of Bihar for centralized e-Procurement.
9. The technical and financial bids must be submitted/uploaded through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) before the date and time specified in the NIT. The SHSB doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
10. The bidders shall submit/upload their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective stage(s) only.
11. The bidders shall upload the readable scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>).
12. 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., 29/07/2021 (Thursday)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid(s)	Online (Cover-Cost Bid Stage)

13. All prospective bidders may attend the Pre-bid meeting. The venue, date and time are indicated in Schedule of Events as in **Clause 6** above.
14. The hard (Physical) copy of the Earnest Money Deposits (EMDs), should be sent to "The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014" by Registered Post/ Speed Post or by hand. It must reach the above said address on or before the date & time indicated in **Clause 6** above, failing which the tenders will be treated as late tender and would be summarily rejected.
15. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the State Health Society, Bihar the EMD will be received on the next working day at the scheduled time.
16. SHSB reserves the right to accept or reject any or all bids or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
17. For further enquiry and information, please contact the following officer during office hours 10:00 AM to 6:00 PM on all working days -

Shri Rajesh Kumar, BAS, Dy. Secretary (HR), SHSB
Phone: 9661657312, Email id: hrconsultantshsb@gmail.com

18. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), and shall be binding on all the bidders.

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), "Zero" has been mentioned. The actual value of the project depends on the L1 rate decided by this tender and therefore "Zero" is mentioned. The bidders will however be required to do financial estimations on their own and quote their bid based on the terms and conditions mentioned in the tender document.


Executive Director
State Health Society, Bihar



राज्य स्वास्थ्य समिति, बिहार



Pariwar Kalyan Bhawan, Sheikhpura, Patna-14

GOVERNMENT OF BIHAR
DEPARTMENT OF HEALTH

e-tender (NIT) Reference No. 02/SHSB/HR/2021-22

Notice Inviting Tender for Rate Contract
to appoint Insurance Company
for
Group Personal Accident Insurance Policy
for
All Contractual Employees
under National Health Mission in the State of Bihar.

e-Procurement Mode Only

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

SECTION- I
NOTICE INVITING TENDERS

1. The State Health Society, Bihar (SHSB) is implementing the National Health Mission (NHM) to carry out various health related program(s) and strengthening the health delivery system, in the State of Bihar.
2. The State Health Society, Bihar (SHSB), Patna intends to select insurance company via e-tendering mode for **Rate Contract to appoint an Insurance Company for Group Personal Accident Insurance Policy** to cover accidental and permanent/partial disability of all contractual employees under National Health Mission, Bihar, as per tender documents. The contract with the successful agency/bidder(s) will be signed with SHSB, and the day to day execution of the contract will be done by SHSB or its delegated authority to be decided by SHSB at its sole discretion. Currently, approximately, 12000 contractual employees are planned to be provided with the Personal Insurance benefit with possibilities of significant increase in the number of employees to be covered under the scheme with new contractual employees getting inducted under NHM. The contractual employees are employed in various public health facilities across Bihar to facilitate implementation of the NHM.
3. The objective of appointing an Insurance Company is to cover all contractual employees under Group Personal Insurance Scheme to enable them to meet all expenses arising out of an accident and to provide financial support to the nominee and dependents of the insured employee in the event of her/his untimely death resulting due to an accident.
4. To participate in the e-tendering process, the bidder/company is required to get them registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://www.eproc.bihar.gov.in/> BELTRON. For assistance they may 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, Mobile 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.
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. Schedule of Events

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6.6	Pre-bid meeting (Date & time)	06/07/2021 (Tuesday) at 11:00 AM
6.7	Pre- bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014

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

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

- The tender would be accompanied by Earnest Money Deposit (EMD) in the shape of Demand Draft from any Schedule Bank in favor of "State Health Society, Bihar" payable at Patna. No bidder is exempted from submitting of the EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected.
- Bid Processing Fee (TPF) amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees) to be paid through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only, to the agency empaneled by Government of Bihar for centralized e-Procurement.

9. The technical and financial bids must be submitted/uploaded through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) before the date and time specified in the NIT. The SHSB doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
10. The bidders shall submit/upload their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective stage(s) only.
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(3) Financial Bid(s)	Online (Cover-Cost Bid Stage)

13. All prospective bidders may attend the Pre-bid meeting. The venue, date and time are indicated in Schedule of Events as in **Clause 6** above.
14. The hard (Physical) copy of the Earnest Money Deposits (EMDs), should be sent to "The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014" by Registered Post/ Speed Post or by hand. It must reach the above said address on or before the date & time indicated in **Clause 6** above, failing which the tenders will be treated as late tender and would be summarily rejected.
15. In the event of any of the above mentioned dates being declared as a holiday/ closed day for the State Health Society, Bihar the EMD will be received on the next working day at the scheduled time.

16. SHSB reserves the right to accept or reject any or all bids or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.

17. For further enquiry and information, please contact the following officer during office hours 10:00 AM to 6:00 PM on all working days -

Shri Rajesh Kumar, BAS, Dy. Secretary (HR), SHSB

Phone: 9661657312, Email id: hrconsultantshsb@gmail.com

18. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), and shall be binding on all the bidders.

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), "Zero" has been mentioned. The actual value of the project depends on the L1 rate decided by this tender and therefore "Zero" is mentioned. The bidders will however be required to do financial estimations on their own and quote their bid based on the terms and conditions mentioned in the tender document.


Executive Director
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 Bidder:** To participate in the e-tendering process, the bidders 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 eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> using the Digital Signature Certificate. This is the only mode of collection for 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 6** 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 on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 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 bidder shall quote the "Premium Rate per contractual employee" as per **Annexure 6: Information regarding financial bid**. The rate quoted shall be inclusive of all applicable taxes, duties and levies **excluding Goods & Services Tax (GST)**. The bidder should quote rate inclusive of all the factors and any other incidental expenses required for providing Personal insurance Services to the insured. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules. The financial bid(s) shall be quoted in the online mode only. GST if applicable will be paid by the State Health Society, Bihar (SHSB), as per the prevailing rates/rules. If the bidder quotes, "Nil" charges in consideration, the bid shall be treated as unresponsive and shall not be considered.

- 2.8 The technical bid (technical and financial details of the bidder) shall be submitted before the last date & time of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of hard copy (Physical) of EMD as mentioned in **Clause 6, 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) shall, 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 in English language and should be clear, free from ambiguous words or phrases requiring interpretation. Expression like 'subject to availability', subject to 'acceptance', 'to be provided later' etc. shall not be accepted.

The language of any printed document literature furnished by the bidder in connection with its tender may be 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.

If the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need to provide 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

- 6.1 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 here under:

Date & Time:	06/07/2021 (Tuesday) at 11:00 AM
Venue:	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna
Contact persons:	Shri Rajesh Kumar, Dy. Secretary (HR) Mob. No. 9661657312 Email id: hrconsultantshsb@gmail.com

- 6.2 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 the State Health Society deem fit and proper to issue amendments, in terms of **Clause 5, Section II** above shall be issued, which shall be binding on all prospective bidders.

7. Clarifications to Tender Documents

- 7.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to Shri. Rajesh Kumar (BAS), Dy. Secretary (HR), SHSB by post/email ID: hrconsultantshsb@gmail.com within 1 (one) day of date of pre-bid meeting.
- 7.2 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.
- 7.3 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.
- 7.4 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)

- 8.1 The tender shall be accompanied by **Earnest Money Deposit (EMD)** for the sum of **Rs. 5,00,000/- (Rupees Five Lakh only)** and should only be in the shape of Demand Draft from any Schedule Bank drawn in favor of "State Health Society, Bihar" payable at Patna. It has to be submitted in offline (Physical form) only and a scanned copy of the same has to be submitted in online mode, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of online bidding document.
- 8.2 It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- 8.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 8.4 Earnest money is required to protect the SHSB against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 8.5 The EMD/ Bid Security shall be forfeited by the SHSB hereunder or otherwise, under the following conditions:
- 8.5.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- 8.5.2 If a Bidder withdraws its Bid during the period of bid validity i.e. within 180 days from the last date of online bid submission as specified under **Clause 6 of Section I: Notice Inviting Tender**;

8.5.3 In the case of Selected Bidder, if it fails within the specified time limit:

8.5.3.1 to sign the contract and/or

8.5.3.2 to furnish the Performance Security (PS) before signing the contract agreement within the period prescribed in the Letter of Intent (LoI)

9. Preparation of Tender

9.1 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., 20/07/2021 (Tuesday)
(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 any circumstance. In case the hard copy of technical Bid or financial bid is submitted, the tender shall be straight away rejected.

9.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of **Annexure 2**, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be 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 **Annexure 2**.

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 warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the SHSB may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

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. If an agency/bidder quotes, "Nil" charges in consideration, the bid shall be treated as unresponsive and shall not be considered. Refer: **Annexure 6: Instructions for the financial bid.**

9.6 **The Earnest Money Deposit (EMD) shall be submitted in physical form as mentioned above, and a scanned copy of the same, must be submitted in the online mode.**

9.7 The envelope containing **Earnest Money Deposit (EMD)**, shall be marked in bold letter as **"EMD for Notice Inviting Tender for Rate Contract to appoint an Insurance Company for Group Personal Accident Insurance of all Contractual Employees under National Health Mission in the State of Bihar"**, which shall contain the Earnest Money Deposits (EMDs) furnished in accordance with above **"Clause 8, Section II"**, along with the forwarding letter addressed to the Executive Director, SHSB.

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

- 1) Forwarding Letter for Technical Bid, as per "Annexure 1"
- 2) Authorization letter for Signing of the Proposal (Power of Attorney), as per "Annexure 2"
- 3) Particulars of the bidders, as per "Annexure 3"
- 4) Self-Attested copy of IRDA registration certificate.
- 5) Self-attested copy of Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.
- 6) Self-attested copy of audited account statement i.e., Profit & Loss Account, Balance Sheet along with all Appendices/Annexures/Schedules for the 3 financial years (FY) 2017-18, 2018-19 and 2019-20 and evidencing the signature of Auditor.
- 7) A certificate from the Auditor certifying that the minimum average turnover in Group Personal Accident Insurance coverage business during the financial years (FY) 2017-18, 2018-19 and 2019-20 is Rs. 500,00,000,00 (Five Hundred Crore rupees), giving break-up of turnover for each Financial year.
- 8) Self- attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. 2018-19, 2019-20 and 2020-21.
- 9) A declaration under the signature of the person authorized to sign all documents related to this tender that no brokerage/agency/consultancy charges have been/will be paid against the quoted rates as this is a direct transaction between the insurer and SHSB.
- 10) A declaration sworn before the executive magistrate, from the bidder in the format given in the "Annexure 5" 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 (GoI) or Government of any other state or any Central or State PSU.
- 11) Self-attested copy of the Work order/Contract and successful work completion certificate, evidencing the bidders experience of successfully executing at least 2 separate contracts for Group Personal Accident Insurance, during the financial year (2018-19, 2019-20 and 2020-21, and involving Group Personal Accidental Insurance Coverage for at least 12000 employees for each such contract as detailed in Section V under eligibility criterion.

10. Tender Submission

- 10.1 The State Health Society, Bihar (SHSB) will open the tenders at the date and time as indicated in **Clause 6 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 comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, who are technically qualified.
 - 10.4.1 No Bidder can submit more than one bid in any form against the tender. The Bidder has to submit a single bid taking into consideration all the conditions as laid down in this

tender document. Submission of multiple bids will result in rejection of all such bids submitted by the bidder.

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

EVALUATION OF TENDERS

1. Scrutiny of Tenders

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

2. Infirmary/Non-Conformity

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

3. Discrepancies in Prices

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

4. Bidder's capability to perform the contract

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

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

5.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the SHSB for any reason relating to its tender, it should do so only in writing.

5.2 In case a bidder attempts to influence the SHSB, on the SHSB's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for immediate rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative and criminal actions against that bidder, as deemed fit by the SHSB, under suitable law of land.

6. Bid Clarification

6.1 To facilitate evaluation of Proposals, the SHSB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the SHSB reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

6.2 At any point in time during the bidding process, if required by the SHSB, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the SHSB. If no response is received by due date, the SHSB shall evaluate the offer as per the available information. The technical evaluation committee in the SHSB can verify the facts

and figures quoted in the proposal. The SHSB reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

7. Fraud and Corrupt Practices

- 7.1 The Applicants 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 an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 7.2 Without prejudice to the rights of the SHSB hereinabove, if an applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the 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 Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 7.3.1 **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the 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.
- 7.3.2 **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- 7.3.3 **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
- 7.3.4 **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the SHSB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
- 7.3.5 **"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.

8. Award of Contract

- 8.1 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).
- 8.2 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) for a particular category whose financial bid is the lowest (L1) rate, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria.
- 8.3 The financial bids, of the shortlisted bidder(s), from technical evaluation (matching eligibility criteria), will be opened and the bidder(s), who quotes the lowest (L1) cost, as per Least Cost Selection (LCS) shall be selected as the bidder in the state of Bihar for delivering services against

the Tender notice "Rate Contract to appoint an Insurance Company for Group Personal Accident Insurance of all Contractual Employees under National Health Mission".

8.4 In case, the L1 bidder(s) denies/fails to honor the contract/Letter of Intent (LoI), the EMD of the concerned selected bidder will be forfeited and the SHSB shall be at freedom to negotiate with L2, and then L3 (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, for rate contract as mentioned in Annexure 6, at L1 rate.

8.5 In case, L1 is quoted by multiple bidders, the SHSB shall select the company with the highest average annual turnover for FY 2017-18, FY 2018-19 & FY 2019-20.

8.6 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.

8.7 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.

8.8 The bidder shall within 7 days of issue of the Letter of Intent (LoI), submit his acceptance.

8.9 The successful bidder must furnish to the SHSB the required Performance Security (PS) as applicable, before executing the contract/signing of the contract agreement positively failing which the EMD will be forfeited and the award will be cancelled and bidder may also be blacklisted. Relevant details about the performance security have been provided under **Section VI Para 11**.

8.10 The contract agreement will be signed between State Health Society, Bihar, and the selected service provider and 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 levied by the Central or State governments or any other statutory body, payable on the Agreement will be borne by the selected service provider/bidder. The Government Healthcare facilities and health department offices in the district, can then base on the contract agreement signed with SHSB, and rates discovered via this tender, start taking the services of the service provider.

SECTION—IV

SCOPE OF THE WORK

1. The State Health Society Bihar (SHSB) intends to select a General Insurance Company on rate-contract basis for providing insurance cover under Group Personal Accident Insurance Policy for all Contractual Employees under National Health Mission in the State of Bihar. The period of Personal Accident Insurance Coverage shall be XX/XX/2021 to XX/XX/2022.
2. The selected company would be responsible for providing Personal Accident insurance for sum insured @ Rs 20.00 Lakh (Rupees Twenty Lakh) per contractual employee.
3. The employee of SHSB/DHS appointed on contractual terms and condition under NHM shall be covered under the scheme up to total annual ceiling as mentioned above, regardless of position held.
4. **Scope of Policy:**

WHAT IS COVERED / PAYABLE UNDER THE POLICY

If at any time during the currency of this Policy, the insured person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means anywhere in the world, then the insurer shall pay to the insured person or nominee(s)/legal heir(s) of the insured persons as the case may be, the sum or sums hereinafter set forth.

<u>Coverage</u>	<u>Explanation</u>	<u>Claim Payable</u>
Death	If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person.	100% of the individual capital Sum Insured
Permanent Total Disablement	Permanent - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement. Permanent Total Disability - means the person is unable to engage in each and every occupation or employment for compensation or profit for which he/she is reasonably qualified by education, training or experience for the rest of his/her life and also unable to perform all of the usual and customary duties and activities of a person of like age and sex.	<u>As Listed in Table-II</u>
Permanent Partial Disablement	When as the result of Injury occurring during the policy period and commencing within 365 Days from the date of the Accident, the insured person suffer a Permanent Partial Disability, the insurer will pay,	<u>As Listed in Table-II</u>

	provided such disability has continued for a period of 12 consecutive months and is continuous and Permanent, at the end of this period, a percentage of capital Sum Insured shown in the Schedule.	
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Following types of coverage are to be provided under the Group Personal Accident Insurance Policy:

Table I: Cover due to Death

Serial Number	Coverage	Amount Payable as %age of total sum insured
1	Cover in case of death by Accident	100%

TABLE II: Permanent / Partial Disablement

Permanent Total Disability

Loss of	% of Sum Insured
Both Hands or Both Feet	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Speech or Hearing in Both Ears	50%
Either Hand or Foot	50%
Sight of One Eye	50%
Hearing in One Ear	15%
Thumb and Index Finger of Same Hand	25%

Permanent Partial Disability

Loss of	% of Sum Insured
Loss of toes – all (both feet)	20%
Great toe	5%
Other than great toe, if more than one toe lost, each	1%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	25%
Loss of thumb	15%
Loss of index finger	10%
Loss of middle finger	6%
Loss of ring finger	5%
Loss of little finger	4%

Table III: Weekly Benefit

Sl. No	Disablement	Amount in Rupees
1	Temporary total disablement, temporary partial disability.	Rs.10,000 per week for a maximum period of 100 weeks

Table IV: Additional Coverage

Sl. No	Benefits	Amount in Rupees
1	Body Repatriation	Reimbursement up to Rs.10,000 per case
2	House modification owing to permanent disability cause as result of accident	Up to Rs. 50,000
3	Expenses for external aids	Up to Rs. 25,000
4	Snake, Rat and Insect Bite	Rs. 5000
5	Dependent Travel Cover in case of Death	Up to Rs 10,000
6	Ambulance Cover	Rs. 5,000/- per event

5. ADDITION / DELETION

- i. SHSB shall send the data regarding employee (s) on monthly basis for addition / deletion or modification by 15th of every month to the Insurance Company. All new contractual employees shall be insured from the date of their joining irrespective of the date on which the premium for them is remitted in favor of the insurance company. The premium for new employees shall be decided on pro-rata basis based on their date of joining.
- ii. A copy of each endorsement of the same will be sent by the insurer within 5 working days to SHSB.
- iii. Adjustment of premium amount in case of deletion:
In case of the deletion(s) sent to the insurance company, the amount corresponding the same on Pro-rata basis, shall be adjusted to SHSB CD account maintained with Insurance Company within 5 working days.

6. A statement of account in this regard shall be forwarded to SHSB on every 15th of the month by the insurance company.

7. Agency CALL CENTRE:

Agency shall maintain a functional 24 Hours toll free helpline. All requisite information and assistance shall be made available to the insured or their dependents and officials of State Health Society Bihar as related to the Group Personal Accident Insurance Policy and for settlement of claims.

8. **Nodal officer:** Agency shall also depute one very sincere, hardworking - senior Nodal Officer from day one [other than Executives looking after SHSB/DHS Health Policy] exclusively for SHSB Health Policy who will resolve all grievances and communicate especially with the HR Cell of SHSB and

look after all the issues on daily basis.

9. MIS DATA:

Every month, the company shall send MIS data inter alia comprising of claims settled / under process status, reimbursement documents received and NEFT details to HR Cell/SHSB/HO. SHSB may however, ask for any other relevant information at any point of time, which shall not be denied.

10. ADMINISTRATION - CLAIMS AND OTHERS:

11. All reimbursement claims have to be submitted to the insurer within 30 working days under intimation to SHSB by the insured person or its nominee / dependents.
12. Within 30 days after receipt of claim documents from insured person or its nominee / dependents, the claim shall be settled, and payments shall be made to the insured person or its nominee / dependents as the case may be.
13. **Rejected Claims:** All claims which are rejected will be notified within 5 days of receiving the completed claims document along with a rejection justification to the insured person or its nominee / dependents with a copy to SHSB HR cell by the Company.
14. **Under Process Claim:** In case of any query, the Insurance Company should raise the query within 3 days of receiving the completed claims document. They shall send the query mail to the concerned insured person or its nominee / dependents as the case may be and copy to the HR Cell of SHSB.
15. **Delayed Claims:** In case a claim is not settled by Insurance Company within a period of 30 days from date of receipt of the completed claims from insured person or its nominee or dependents as the case may be, it shall be liable to pay interest as per the IRDA mandated prevailing rates at such time and the interest will be kept in our CD A/c.
16. **Payment Method for claims:** The insurance company has to provide the payment(s) of the claims directly to the bank account of all insured employees. Claims arising out of the death of the insured employee to be paid to the bank account of the nominee under intimation to SHSB. Bank Account number, IFSC code etc. of the insured member and the nominee shall be made available to the insurance company by SHSB.
17. **Mails for Release of Payment:** For all the mails sent from Insurance Company to the insured person or its nominee / dependents as the case may be regarding the payment of claims to insured employees, SHSB should be marked all the mails so that track can be kept by SHSB of payments made to its Employees/ Nominee/ Dependent.
18. **Claim Information:** The claim processing information shall be sent to all the employees through mail & SMS by Company. It is the responsibility of Agency to have list of contact details of all the employees from SHSB/DHS to keep them updated about their claim status. In cases where these could not be made available due to any reason, the same will be communicated to the concerned SHSB official in the mail with due reason.

GENERAL:

19. The Company shall provide a login facility to the HR Cell of SHSB to track the details of the employees covered under the policy and to check the status of claims of any employee. Details of contractual employees and their nominee and dependents shall be shared with the Insurance Company at the time of signing of agreement.
20. Quarterly Review Meeting(s) shall be convened at SHSB/HO to review issues like outstanding claim status, delay in reimbursement of claims, deficiencies/shortcoming reported and any other operational issues.
21. The Company shall depute their employees at SHSB/ DHS, who shall be responsible for collection of claim documents, its processing and resolving employee's grievances etc. on all working days viz. Monday to Friday from 10 am to 5 pm, and submit the complete details of claims received on

daily basis by end of the next working day to HR cell of SHSB by email.

22. Any changes recommended for any procedure may be separately taken up during the quarterly reviews and if agreed, be incorporated under the Service Agreement with the approval of ED, SHSB. SHSB/DHS shall be dealing / interacting directly with Insurer for all related matters.
23. Any other issue/system related to SHSB/DHS Group Personal Accident Insurance Policy will be discussed before implementation.
24. Details of members to be insured: The data is approximate only and is subject to variations

Number of Insured members	
Age break-up of insured members:	
• 21 Years – 35 Years	3400
• 36 Years- 45 Years	5900
• 46 Years- 55 Years	3600
• 55 Years – 60 Years	340

25. The scope of work described above is general but is not exhaustive i.e. does not mention the entire incidental services required to be carried out for complete execution of the work. The services shall be provided all in accordance with true intent and meaning, regardless whether the same may or may not be particularly described, provided that the same can be reasonably inferred therefrom. There may be several incidental services and assignments, which are not mentioned herein fully but will be necessary to complete the work in all respects.

SECTION-V

ELIGIBILITY CRITERIA

- 1) This invitation is open to all public sector companies registered under Companies Act, 1956/2013, engaged in General Insurance for the last five years preceding the date of bid submission and should be holding license from IRDAI for undertaking General Insurance business. Such Companies should fulfill the eligibility & qualification criteria specified hereunder.
- 2) The Eligibility Criteria and Supporting Documents to be submitted by the bidders are as follows: -

S.No.	Eligibility criteria for Bidders	Mandatory Documents to be submitted as Evidence
(I)	<p>a) The bidder should be registered with the "Insurance Regulatory and Development Authority of India (IRDA)" as a General Insurance Company.</p> <p>b) The bidder should be an established entity under Companies Act, 1956/2013.</p>	<p>a) Self- attested copy of valid registration certificate</p> <p>b) Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013</p>
(II)	<p>The bidder must have minimum average turnover in Personal Insurance business of Rs. 500,00,000,00 (Five Hundred Crores rupees), during the financial years FY 2017-18 & FY 2018-19 & FY 2019-20.</p>	<ol style="list-style-type: none">1. Self- Attested Audited balance sheet and Statement of Profit and Loss Account. The Balance sheet and Profit & Loss Account Statement should bear the seal and signature of the Auditor.2. A certificate from the Auditor certifying that the minimum average turnover in Personal insurance business during the financial years (FY 2017-18 & FY 2018-19 & FY 2019-20) is Rs. 500,00,000,00 (Rupees Five Hundred Crores), giving break-up of turnover for each Financial year.
(III)	<p>The bidder must have:</p> <p>(i) PAN Card,</p> <p>(ii) Income Tax Returns of three assessment years AY 2018-19, AY 2019-20 & AY 2020-21, and</p> <p>(iii) GST Registration</p>	<p>Self-attested copies of</p> <ol style="list-style-type: none">1) PAN Card2) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2018-19, AY 2019-20 & AY 2020-213) GST Registration Certificate

(IV)	The bidder must have experience of successfully executing at least 2 separate contracts for Group Personal insurance, during the financial year 2017-18, 2018-19 and 2019-20, and involving Group Personal Insurance Coverage for at least 12000 employees / people for each such contract	Copy of the work order(s) and successful work completion certificate should be submitted duly signed by the competent authority in support of eligibility.
(V)	<p>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>(ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/ State/ Central department/PSU.</p>	Affidavit sworn before Executive Magistrate as per "Annexure - 5".
(VI)	Declaration of non-payment of brokerage/agency/consultancy charges.	A declaration under the signature of the person authorized to sign all documents related to this tender that no brokerage/agency/consultancy charges have been/will be paid against the quoted rates as this is a direct transaction between the insurer and State Health Society Bihar

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

To facilitate evaluation of bids, the SHSB may, at its sole discretion, may 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.

4. If any bidder does not provide clarifications sought within the prescribed time, the SHSB may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the SHSB.

SECTION-VI

TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1 The Service Provider shall not, without the SHSB's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the SHSB in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Service Provider shall not, without the SHSB's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Service Provider, each and every other document 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 Service Provider's performance and obligations under this contract.

2. Intellectual Property Rights

The bidder shall, at all times, indemnify and keep indemnified the SHSB and DHS and *government health facilities and health department offices*, against all claims which may arise in respect of goods & services to be provided by the bidder 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 of the same and the bidder 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. Insurers are requested to bid as per the following conditions of requirement of documents in case of a claim.

Definition of Accident:

An unfortunate incident that happens unexpectedly and unintentionally, typically resulting in damage or injury or death of the covered lives.

Documents to be provided by insured person or its nominee for processing of claim:

- **FIR/ Police Report**
- **Post Mortem report in case of death of insured if available.**
- **Department inquiry if any.**
- **Report of Doctor/ Hospital/ Nursing Home**
- **Death Certificate.**

Waiver of requirements of following documents for claim processing: -

- Statement of witness
- Waiver of FIR in case of accident happened at home or if employee slips from stairs in office or similar kind of situation at office.
- Waiver of FIR in case of incidences related to violence / Terrorist attacks / Mob/ violence / Riots.

Other Terms & Conditions under Group Personal Accident Policy:

- The effective date of the policy will be from XX/XX/XXXX to XX/XX/XXXX
- The insurance policy will be valid for a period of one-year subject to renewal thereof by mutual consent.
- The personal Accident cover will be available even in case of death arising out of violence/ Terrorist attack /

Mob violence/ Riots.

- No claim will be rejected on account of delay in intimation of claims submission of claim document.
- SHSB reserves the final right to vary / add / reduce the Insurance cover for different variants even after submission of quotations by the insurers.
- The policy will remain in force for the entire policy period. The Insurance Company will not cancel the policy mid-way till its expiry.
- All claims where accident has occurred within the policy period and death has occurred within the policy period or after the expiry of the policy, but within twelve calendar months of accident shall be entertained.
- The policy should not be a limited liability policy.

4. Insurance

- 4.1 The SHSB or the DHS or *government health facilities and health department offices* shall not be responsible for damages of any kind or for any mishap/injury/ caused to any personnel/property of the bidder while performing duty in the SHSB/DHS's premises (*government health facilities and health department offices within the district*). All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/ agency.

5. Project Duration

- 5.1 The contract will be awarded for a period of 1 year from the date of agreement and may be extended further for 2 years based on the requirements, availability of funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the company and any other conditions mutually agreed by the service provider and SHSB. Any extension shall not be the right of the company.
- 5.2 The Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract.

6. Payments

- 6.1 The prices quoted by the bidder(s) 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.
- 6.2 25% of the premium amount shall be released on receipt of Performance Security, receipt of a Bank Guarantee of commensurate amount and signing of contract. Within 30 days of receipt of payment and issuance of detail of beneficiaries by SHSB to the selected Company, whichever is later, the selected Company must issue the policy along with ID cards in favor of all beneficiaries of the policy. The Balance Payment shall be released in three installments at the beginning of subsequent quarters on receipt of invoice by the 7th day of the first month of the quarter. Proof of issuance of ID cards in favor of all new beneficiaries to the policy as included in the past quarter to be submitted. Adjustment of premium for new beneficiaries with the amount available in CD accounts to be made in preparation of the invoice. Invoice mechanism in detail shall be shared with the selected Agency through the contract document.
- 6.3 A Bank Guarantee, covering 25% of premium amount payable to the Company, to be issued in favor of SHSB by the selected Company through a Scheduled Commercial Bank. Only on receipt of the Bank Guarantee, the above mentioned payment shall be released. Proforma for Bank Guarantee shall be shared with the selected Company.
- 6.4 The service provider will be required to submit the invoices to the SHSB or the authority decided by SHSB for processing the payment.
- 6.5 The bidder will raise its invoice (*as prescribed under GST Act 2017*) and submit to State Health

Society Bihar (SHSB)/District Health Societies (DHS)/Medical Colleges & Hospital, within 10th day of the signing of the contract.

- 6.6 Payments will be made through PFMS within 10 days of receipt of invoice, after necessary verifications.
- 6.7 The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws.
- 6.8 The prices/rates quoted in the financial bid, shall remain firm for the entire duration of the contract.

7. Performance Review & Penalty provisions

- 7.1 Company performance would be evaluated based upon identified Key Performance Indicators (KPIs) listed below. The parameters will be used to assess the performance of the Service provider and penalty will be applied as and when required, upon commissioning of purchase order.
- 7.2 Besides other consequential action, the penalties would be imposed for each occurrence as per details mentioned in the identified Key Performance Indicators (KPIs) listed below.

Clauses	Penalty
1) Delay in issuance of Policy and ID cards in favor of all insured members beyond 30 days of issuance of 25% of payment or provision of details of all members to be insured by SHSB or its authorized office to the Company, whichever is later.	Penalty will be applicable at the rate of 0.25% of invoice value, to be submitted in the next quarter, for each day of delay beyond 30 days from date of advance payment or provision of details to the Insurance Company whichever is later. If the delay is beyond 60 days from date of payment, or provision of details to the Company whichever is later, 7.5% penalty shall be invoked on invoice value, contract terminated, and penal amount realized from Performance security. The amount paid to the selected Company (25% of premium amount) shall be realized by encasing the Bank Guarantee.

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

8. Signing of the contract

The contract agreement between SHSB and the selected bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected bidder shall have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfillment of this condition shall result in cancellation of the award and forfeiture of the EMD with consequential action if so desired by SHSB without giving any reminder.

9. Sub Contracts

Sub-letting/Sub-contracting of the contract work assigned would not be allowed under any circumstances and contract may be terminated in case the Insurance Company sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the bidder if found otherwise. However, the Company is permitted to appoint a TPA (Third Party Administrator) upon written consent of SHSB and disclosure of its agreement with the TPA to SHSB which should be valid during the currency of the policy to be issued by the Company.

10. Performance Security

- 10.1 The successful bidder shall have to furnish a performance security for the sum of **sum equivalent to 10% of value of the work as stipulated in the Letter of Intent**, in the shape of a Bank Guarantee issued by a scheduled Bank in favor of SHSB. The Bank guarantee shall be as per proforma at "**Annexure 4**" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of the all contractual obligations.
- 10.2 The performance security must be submitted before executing the contract/signing of the contract agreement. If the service provider violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/ terminated. Further, the Company may be blacklisted for a reasonable period as decided by SHSB.

11. Income Tax Deduction at Source

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

12. Termination of Contract

- 12.1 Any bidder found to be involved in fraudulent practices, in order to secure eligibility to the bidding process during the submission of bid or 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, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the service provider.
- 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 Service Provider 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 Service Provider 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 Service Provider, and SHSB may forfeit the performance security after giving due notice.

14. Termination by Mutual Consent

In the event the SHSB & Service Provider mutually agrees to terminate the contract, either party shall give 60 days' written notice to the other party and after the written consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

15. Indemnity

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

16. Force Majeure

- 16.1 For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 16.2 If a Force Majeure situation arises, the bidder shall promptly notify the SHSB/DHS in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the bidder in writing, the bidder 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.

17. Fraud and corrupt practices

- 17.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the SHSB may reject any bid without being liable in any manner whatsoever to the bidder 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 bidding Process.
- 17.2 Without prejudice to the rights of the SHSB here in above, 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 bidding process, such bidder shall not be eligible to participate in any tender issued by the SHSB during a period of 2 (two) years from the date such bidder 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.
- 17.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB who is or has been associated in any manner, directly or indirectly, with the bidding Process.
 - **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;
 - **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process;
 - **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the DHS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest
 - **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

18. Bid Validity

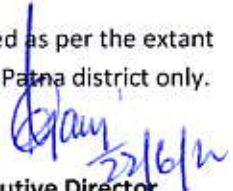
- 18.1 The submitted bids shall remain valid for a period of 180 days after the due date of submission of bids. Any tender valid for a shorter period shall be treated as nonresponsive and rejected.
- 18.2 In exceptional situations, the bidders may be requested by the Tender Inviting Authority (TIA) to 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. 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.

20. Resolution of disputes

- 19.1 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.
- 19.2 If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna district only.


Executive Director
State Health Society Bihar

Forwarding Letter for Technical Bid

(To be submitted by the bidder/agency on their letter head)

Date:.....

To,
The Executive Director,
State Health Society, Bihar

Sub: Tender for Rate Contract to appoint **Insurance Agency for Personal insurance of all Contractual Employees and their under National Health Mission in the State of Bihar.**

Sir,

We are submitting, herewith our tender for "Rate Contract to appoint Insurance Agency for Group Personal insurance of all Contractual Employees and their under National Health Mission in the State of Bihar."

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

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per **Clause 10 - Section VI** of Tender document.

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

Enclosures:

- 1.
- 2.
- 3.

Signature of the Tenderer.....

Seal of the Tenderer.....

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.1000/- duly attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (*name and address of the registered office of the Single Entity*) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (*name and address of residence*) who is presently employed with us and holding the position of

_____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for **“Rate Contract to appoint Insurance Company for Group Personal Accident Policy of all Contractual Employees under National Health Mission in the State of Bihar.”** (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 theday of 2021.

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 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).

PARTICULARS OF THE BIDDER'S ORGANISATION

Name and full address of the organization	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address(<i>Official</i>): Organization website: Year of Incorporation:	
Turn Over of the Organization (in crores) 2017-18: 2018-19: 2019-20:	
Income Tax Registration number (PAN)	
Goods and Services Tax(GSTN):	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the SHSB (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____	

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

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

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder", has been identified and selected for all the 38 districts in the state, and has undertaken, in pursuance of Contract dated..... 2021 (hereinafter referred to as "the Contract") to implement the [Tender Notice for Rate Contract to appoint Insurance Agency for Personal insurance of all Contractual Employees under National Health Mission in the State of Bihar.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project

/performance of the [Tender Notice for Rate Contract to appoint Insurance Agency for Group Personal insurance of all Contractual Employee under National Health Mission in the State of Bihar as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the 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, to the State Health Society, Bihar (SHSB) under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards SHSB, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from State Health Society, Bihar (SHSB) stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to State Health Society, Bihar (SHSB) any and all sums demanded by State Health Society, Bihar (SHSB) under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from State Health Society, Bihar (SHSB) to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.(Mention the official address of the bidder)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **18 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that State Health Society, Bihar (SHSB) at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency

and not withstanding any security or other guarantee that State Health Society, Bihar (SHSB) may have in relation to the bidder's liabilities.

6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of State Health Society, Bihar (SHSB) or any other indulgence shown by State Health Society, Bihar (SHSB) or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Patna shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of..... 2021

Witness

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

(Official Address) Designation with Bank

DECLARATION BY BIDDER

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

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared ineligible by State Health Society Bihar/DHS or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

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

- 1.
- 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 , 2021

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Annexure 6: Information regarding financial bid

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

Premium Rate for one unit

S.N	Description of Services	Geographical Scope	Approximate Quantity (a)	Unit	Rate per unit (in Rupees) (b)	Amount (in Rupees) (c) = (a) x (b)
1	Providing a Personal Insurance policy covering all Contractual Employee under National Health Mission in the State of Bihar for capital sum insured @ Rupees Twenty lakh per contractual employees for a period of one year from date of policy and for fulfillment of all service deliverables outlined in the tender.	Across Bihar		Contractual employee		

The aforementioned quoted rate will be valid for a period of one year from the date of issue of contract and for any extra services the bidder shall perform will be at quoted rates only, and may be extended for further two years based on satisfactory performance and mutual agreement.

- The above quoted rates should be inclusive of all taxes and duties excluding Goods and Services Tax (GST). GST will be paid by the SHSB as per the prevailing rates.
- There will be no change in the quoted rate in respect to any change that may take place while the contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon.
- If an agency/bidder quotes, "Nil" charges in consideration, the bid shall be treated as unresponsive and shall not be considered.

Note:

- In case the L-1 bidder(s) denies/fails to honor the contract/LOI, fails to provide services within prescribed timeframe, the authority shall be at freedom to negotiate with L2, L3 (in this order) responsive bidders for each item corresponding to each range (L3 if L2 denies), with their consent to enter into an agreement with the authority to provide services at the rates offered by L1 bidder.
- The quoted rates shall be firm and inclusive of all the factors like insurance, transportation cost, management cost, and all applicable taxes & duties, excluding Goods & Services Tax (GST). GST if applicable, will be paid by the SHSB or the authorities decided by SHSB, as per the prevailing rates/ rules. The Insurer will provide services at contracted rates.
- The financial bid has to be submitted in "online mode" only, and as per the terms and conditions mentioned in the tender document. Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.