



राज्य स्वास्थ्य समिति, बिहार



GOVERNMENT OF BIHAR
DEPARTMENT OF HEALTH

e-tender (NIT) Reference No.19/SHSB/IEC (Announcement Activity)/2021-22

Notice Inviting Tender for Rate Contract to appoint an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw in the state of Bihar

e-Procurement Mode Only

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

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 agency(s) via e-tendering for **Rate Contract to appoint an Agency to conduct announcement activity through Auto-Rickshaw and battery operated E-Rickshaw in the state of Bihar** as per tender documents. The rate contract agreement with the successful agency/bidder(s) will be signed with SHSB. The District Health Society (DHS)/Government Healthcare Facilities/Health Department Office(s) of the concerned district in the state of Bihar shall have the authority to issue Work Order(s) to the contracted agency at the contracted rate. Accordingly, the contract management shall be the responsibility of the concerned District Health Society (DHS)/Government Healthcare Facilities/Health Department Office(s) of the district.
3. The objective of announcement through E-Rickshaw and Auto-Rickshaw is to increase awareness and education about the government health programs, government schemes, benefits, etc. among the general masses so that they avail those services as per their benefit and convenience.
4. 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>, 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, 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.
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 28/03/2022 (Monday) up to 05:00PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).
6.2	Last date & time for submission (upload) of online bidding document.	29/03/2022 (Tuesday) till 05:00PM, 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)	31/03/2022 (Thursday) by 01:00PM, to "The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014"
6.4	Time, Date of opening of Technical Bid	31/03/2022 (Thursday) at 03:00PM on the e-Procurement Portal https://www.eproc.bihar.gov.in/BELTRON

Sno.	Event Description	Timeline
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)	15/03/2022 (Tuesday) at 11:00AM
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 in any circumstances.

7. The tender would be accompanied by Earnest Money Deposit (EMD) in the shape of Demand Draft from any Schedule Bank in favour of “State Health Society, Bihar” payable at Patna. No bidder is exempted from submitting of the EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected.
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 empanelled 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., 29/03/2022 (Tuesday)
(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 to the following officers during office hours 10:00 AM to 6:00 PM on all working days-
Shri Suman Prasad Shah, Administrative Officer (BAS)-cum-I/C IEC – 8544402232
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, by State Health Society, Bihar (SHSB). The actual value of the project depends on the L1 rate decided by this tender and therefore due to this, it has been mentioned “Zero”. However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.

Executive Director
State Health Society, Bihar

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/agencies are required to get themselves registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://www.eproc.bihar.gov.in/BELTRON>, shall contact the helpdesk at the following address, “e-Procurement HELP DESK, 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. 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 SHSB is inviting Financial Bid to be submitted online as per **Annexure-6**. The bidders have to quote the cost of providing for E-Rickshaw and Auto-Rickshaw both as per the financial bid format for the announcement activity encapsulating all the activities mentioned in the scope of work and in terms and conditions of the tender document. If the bidder doesn't quote the cost for both, or quote “Nil” charges, the bid shall be treated as non-responsive and shall not be considered.

2.8 Rate quoted shall be firm and inclusive of all the cost required for running & maintenance of E-Rickshaw and Auto-Rickshaw for the announcement activity, and no other charges will be payable to the bidder/agency, **excluding Goods & Services Tax (GST)**. GST if applicable, will be paid by concerned Government Healthcare Facility or Health Department Office in the District, as per the prevailing rates/rules. 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.

2.9 The technical bid (technical and financial details of the bidder/agency) shall be submitted before the last date & time of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of hard copy

(Physical) of EMD as mentioned in **Clause 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) 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

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 hereunder:

Date & Time:	15/03/2022(Tuesday) at 11:00 AM
Venue:	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna
Contact persons:	Shri Suman Prasad Shah, Administrative Officer (BAS)-cum-I/C IEC – 8544402232

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 required, amendments, in terms of **Clause 5, Section II** above shall be issued, which shall be binding on all prospective bidders.

- 6.3 If no any clarification is sought by the bidders during the above stipulated timeline, the tender will be opened as per the scheduled mentioned in Para-6 under Section-I of the tender document.

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 Suman Prasad Shah, Administrative Officer (BAS), SHSB by post/email ID: **ieccell2015@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 1800hrs 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 2,00,000/- (Two Lakh Rupees only)** and should only be in the shape of Demand Draft from any Schedule Bank in favour of "State Health Society, Bihar" payable at Patna. It has to be submitted in offline (Physical form) only and a scanned copy of the same has to be submitted in online mode, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of online bidding document.
- 8.2 It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD would 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., 29/03/2022 (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 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.

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 initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be 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: Information Regarding 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 has to be submitted in the online mode.**

9.7 The envelope containing **Earnest Money Deposit(EMD)**, shall be marked in bold letter as "**EMDfor Notice Inviting Rate Contract to appoint an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshawin 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.

9.8 Following required 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 establishment of the entity under Companies Act 1956/2013 or Indian Societies Registration Act 1860 or Indian Trust Act 1882 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Shops & Establishment Act or any other similar prevailing Act(s) in India.
- 5) Self-attested copy of audited accounts statement i.e. Income & Expenditure account (if the bidder is registered under Societies & Trust Act) and Profit & Loss Account (if bidder is registered under Companies Act or Partnership Act or shops and Establishment Act or any other similar prevailing Act(s) in India), along with audited balance sheet, as mentioned in the Eligibility criteria along with all Appendixes for the last 3 financial years (FY) **2017-18, 2018-19 and 2019-20**.
- 6) Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. **2018-19, 2019-20 and 2020-21**.
- 7) Self-attested copy of the certificate of registration of EPF (**if applicable**), ESI (**if applicable**), GST issued by the appropriate authority valid as on date of submission of tender documents. If EPF & ESI are not applicable then the bidder needs to submit affidavit as per **Annexure 7** claiming the same.
- 8) A declaration sworn before the executive magistrate/Notary Public, 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 GoI or Government of any other state.
- 9) Self-attested copy of work order(s) or work completion certificate duly signed by the competent authority, ascertaining the bidder/agency’s 3 years’ experience in activities related to community mobilisation or public awareness or communication activities or any IEC activities for any Public/Private organisation during last three financial years (2017-18, 2018-19, 2019-20)

10. Tender Submission

10.1 The tender should be submitted in two parts i.e. (i) **Technical Bid** and (ii) **Financial Bid**

10.1.1 Technical Bid:

To qualify in the Technical bid the Bidder should have the minimum eligibility criteria as mentioned under “**Eligibility Criteria**” section and the Bidder in this regard should submit the relevant documents mentioned above under **Clause 9.8**.

10.1.2 Financial Bid:

- a) The Bidder/Agency shall have to quote for every line item in the Financial Bid Format. If the bidder doesn’t quote for any line item in the Financial Bid format, then his proposal will be disqualified.
- b) Prices are to be quoted in the Financial Bid format in online mode. Refer “**Annexure-6**” for information regarding Financial Bid. 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.
- c) The price offered in the financial bid by the bidder/agency, shall be valid for the entire contract period. The price shall remain firm and will not be subject to escalation during the execution of the contract, for the entire contract period

10.2 The Technical and Financial bids must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/> BELTRON) on or before the date and time specified in the NIT.

- 10.3 SHSB doesn't take any responsibility for the delay / Non-Submission of Tender caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason.
- 10.4 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.
- 10.5 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.
- 10.6 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>
- 10.7 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 accordingly.
- 10.7.1 No bidder can place more than one bid in any form in the state.
- 10.7.2 The Bidder has to give a single bid taking into consideration all the conditions as laid down in this tender document.
- 10.8 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.

EVALUATION OF TENDERS

1. Scrutiny of Tenders

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

2. Infirmary/Non-Conformity

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

3. Discrepancies in Prices

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

4. Bidder's capability to perform the contract

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

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

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

6. Bid Clarification

- 6.1 To facilitate evaluation of Proposals, the SHSB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the SHSB reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 6.2 At any point in time during the bidding process, if required by the SHSB, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the SHSB. If no response is received by due date, the SHSB shall evaluate the offer as per the available information. The technical evaluation committee in the SHSB can verify the facts and figures quoted in

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

7. 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) whose financial bid is the lowest (L1) rate, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per **Section V**.
- 8.3 The Financial bids of the shortlisted bidder(s)/agency(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost (excluding GST) for work(s)/item(s) will be awarded the contract agreement for their respective work(s)/item(s) as per Least Cost Selection (LCS) under the "Notice Inviting Tender for Rate Contract to appoint an Agency to

conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw in the state of Bihar". Please refer "**Annexure-6**" for information regarding Financial Bid.

- 8.4 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.
- 8.5 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 "*floatated from this NIT*" having the terms and conditions etc., therein.
- 8.6 The bidder shall within 7 days of issue of the Letter of Intent (LoI), submit his acceptance.
- 8.7 In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI), the SHSB shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders with their consent to enter into an agreement with the SHSB, to execute the work(s) as per requirement at L1 rate and for said denial/failure if any, the EMD of the concerned selected bidder will be forfeited.
- 8.8 Also, in case L1 fails to execute the work(s) within timeframe as specified by the SHSB, the SHSB shall be at the freedom to procure the same from L2, L3..... (in this order) responsive bidders at the L1 rate.
- 8.9 In case, L1 is quoted by multiple bidders for the said work(s), then the bidder with the highest turnover shall be declared selected.
- 8.10 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 10**.
- 8.11 The contract agreement will be signed between State Health Society, Bihar, and the selected service provider(s) 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 based on the contract agreement signed with SHSB, and rates discovered via this tender, start taking the services of the service provider.

SCOPE OF THE WORK

1. The State Health Society Bihar (SHSB) intends to select an agency on rate contract for conducting announcement activities through battery operated E-Rickshaw and Auto-Rickshaw to increase the awareness and education about the government health programs, government schemes, benefits, etc. among the general masses in the state of Bihar, so that they avail those services as per their benefit and convenience.
2. The E-Rickshaw and Auto-Rickshaw will travel a maximum of 60 km in a day for doing announcement activity and will perform the announcement activity from 9:00AM to 5:00PM (8 hours) per day as per the roster and route plan prepared in consultation with SHSB or concerned Government Healthcare Facility or Health Department Offices in the District.
3. The indicative number of vehicles required in the state of Bihar at different locations in the Districts (District Health Society (DHS)/Government Healthcare Facilities/Health Department offices) is approximately 100 nos., and the selected agency/bidder shall be responsible to provide the required number of E-Rickshaw and/or Auto-Rickshaw at different locations in the district as per provided work order(s) and stipulated timelines. The total requirement may increase or decrease at the sole discretion and as per requirement of the SHSB or concerned Government Healthcare Facility or Health Department Offices in the District.
4. The announcement activity through battery operated E-Rickshaw and Auto-Rickshaw will be on an ad hoc basis in the situation of outbreak, awareness and education about any new government schemes, government health programs, benefits, etc. The requirement of E-Rickshaw and/or Auto-Rickshaw at any location will be a minimum of 7 days and may exceed up to 3 months or more, based on the requirement at the district level.
5. The agency/bidder shall be responsible to provide the number of E-Rickshaw and Auto-Rickshaw in well condition as per the requirement at the district level for performing only announcement activity with desired fabrication (**mentioned in Para 9, Section-IV**). The E-Rickshaw and Auto-Rickshaw should be equipped with Public Address (PA) system with an effective penetrating sound system, one microphone to address the people time to time for their attention, Pen Drive/Audio CD Player/MP3 Player to play the pre-recorded messages or audio spots, integrated power supply through battery to run complete announcement system.
6. The agency shall provide driver(s) for each e-rickshaw and Auto-Rickshaw, who should be:
 - (i) Having good health and preferably between the age group of 21 - 55 years old
 - (ii) Possessing valid driving license for Light Motor Vehicle (LMV)
 - (iii) Should wear clean uniform i.e. White T-Shirt with Printed Logo (SHSB or concerned Government Healthcare Facility or Health Department Offices in the District will provide design of logo)
 - (iv) Have workable Android Mobile Phone with him to capture geo-tagged pictures
 - (v) Should be well trained to operate Public Address (PA) system for announcement activity, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.

7. In case, the driver of the vehicle is on leave or absent, the Agency will provide a replacement driver without any delay.
8. If any appointed driver by the agency/bidder is not found fit for the work, the concerned Government Healthcare Facility or Health Department Office in the District, shall communicate this to the agency and it will be the responsibility of the agency to replace the driver at the earliest.
9. All the E-Rickshaw or/and Auto-Rickshaw provided by the agency, shall be required appropriately fabricated as per design provided by the SHSB or concerned Government Healthcare Facility or Health Department Office in the District. The display material (contents/rough designs only) would be provided in soft copy form and the Agency is expected to properly design, print and display the same on the E-Rickshaw and Auto-Rickshaw as per provided design.
10. The required specification for Fabrication/Display of E-Rickshaw and Auto-Rickshaw is mentioned below:

For E-Rickshaw:

- a) Left and Right Panel Size: 5 feet (Height) x 4 Feet (Width)
- b) Back Panel Size: 5 feet (Height) x 3.5 Feet (Width)
- c) Iron Framing with 1-inch Square Pipe in all the sides with middle support.
- d) Flex/Vinyl Stickers should be of superior quality

For 2-Seater Auto-Rickshaw:

- a) Left and Right Panel Size: 4 feet 2.5 inch (Height) x 2 feet 6 inch (Length)
- b) Back Panel Size: 4 feet 2 inch (Height) x 4 feet 6 inch (Length)
- c) Iron Framing with 1-inch Square Pipe in all the sides with middle support.
- d) Flex/Vinyl Stickers should be of superior quality

For 11-Seater Auto-Rickshaw:

- e) Left and Right Panel Size: 5 feet (Height) x 2 feet 8 inch (Length)
- f) Back Panel Size: 5 feet (Height) x 4 feet 2.5 inch (Length)
- g) Iron Framing with 1-inch Square Pipe in all the sides with middle support.
- h) Flex/Vinyl Stickers should be of superior quality

11. The display should be proper in E-Rickshaw and Auto-Rickshaw during the execution of service and in case of damage, it shall be replaced by the bidder/selected agency at his own cost. The display on E-Rickshaw and Auto-Rickshaw should be strictly followed by the selected agency/bidder as per the design provided in soft copy by SHSB or concerned Government Healthcare Facility or Health Department Office in the District. If any E-Rickshaw or Auto-Rickshaw is found to be rendering the service with incorrect/improper/damage display, payment for that E-Rickshaw or/and Auto-Rickshaw shall not be made till such time the display is corrected and properly mounted on the E-Rickshaw and Auto-Rickshaw.
12. The agency/bidder shall be solely responsible for the repair and maintenance, including replacement of parts including tyres etc., as per need of the E-Rickshaw and Auto-Rickshaw.
13. If any E-Rickshaw and Auto-Rickshaw provided by the agency/bidder is found not-fit for the work, the concerned Government Healthcare Facility or Health Department Office in the District, shall communicate this to the agency and it will be the responsibility of the agency to replace the vehicle within 24 hours.
14. The Bidder shall provide the replacement of the E-Rickshaw or/and Auto-Rickshaw within 24 hours under repair/detained due to accident or vehicle not reporting for duty or in breakdown conditions.

15. The agency has to ensure that the E-Rickshaw or/and Auto-Rickshaw should travel with all the necessary permissions and documents.
16. Any penalty/accident/loss on account of negligence of driver or otherwise would be the responsibility of the agency. All other taxes related to plying of vehicle and publicity activity (Toll tax, Advertisement tax, Professional tax, etc. as applicable) will also borne by the agency.
17. The creatives/audio clips etc. shall be provided by SHSB or concerned Government Healthcare Facility or Health Department Offices in the District.
18. The selected agency/bidder needs to submit geo tagged picture from a particular location of the route map for each day of rendered service, clearly evidencing the number plate of E-Rickshaw and Auto-Rickshaw, as a proof on e-mail id/WhatsApp number provided by the SHSB or concerned Government Healthcare Facility or Health Department Office in the District. Geo tagged pictures must be submitted on daily basis for each E-rickshaw and Auto-Rickshaw from the starting of service (9:00AM) and at the end of service (5:00PM). This activity will be monitored by authorised representative of SHSB or concerned Government Healthcare Facility or Health Department Office(s) in the District.
19. The selected bidder needs to submit signed copy of daily reporting format on provided e-mail id on the same day or next day. The authorised or nominated person of SHSB or concerned Government Healthcare Facility or Health Department Offices in the District will check and sign the daily reporting format. Daily Reporting Format is enclosed at **Annexure-8**.
20. The recruited manpower of the agency to perform all the services as mentioned in this tender documents shall not be the staff/employee of the SHSB or concerned Government Healthcare Facility or Health Department Office in the District in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be. There shall be no employer employee relationship between the SHSB or concerned Government Healthcare Facility or Health Department Office in the District and the personal to be deployed by the agency/bidder in the contract service.
21. The SHSB or concerned Government Healthcare Facility or Health Department Office in the District will not entertain any dispute between the recruited manpower and the concerned agency on any issue related to performance of the contract service. In case of any such dispute affecting the performance of the contract service, strict action as per penalty provisions mentioned in this tender document or a consequential action under the terms of the agreement, whatever it may be, will be taken against the service provider.
22. The selected bidder will be solely responsible for all clearances and necessary legal and safety requirements in carrying out the project. SHSB or concerned Government Healthcare Facility or Health Department Office in the District will not be responsible for any defaults/damages/claims whatsoever that may arise due to any aspects of this project, including but not limited to any loss of life/properties.
23. The scope of work described above is general but 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 of 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 & assignments, which are not mentioned herein fully will be necessary to complete the work in all respects.

24. The WorkOrder(s) from SHSB or concerned Government Healthcare Facility or Health Department Office in the District, can be either one time or as per the requirement, and communicated to the service provider. The service provider will be required to strictly adhere to the specification mentioned in the tender document, and timelines so communicated in the Work Order(s). Any deviation from which, will lead to penalties being levied on the service provider, as mentioned in this tender document and therefore in the contract document signed with the SHSB.
25. The agency/bidder will be provided a maximum of 3 days' time to start the service from the date of issuance of work order, failing which penalty will be imposed as per terms and conditions of the tender document.
26. The design, concept, audios, messages, slogans, creatives, etc. provided to the agency by the State Health Society Bihar (SHSB) or concerned Government Healthcare Facility or Health Department Office in the District, shall be the sole property of the SHSB or concerned Government Healthcare Facility or Health Department Office in the District, and, 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 or Indian Societies Registration Act 1860 or Indian Trust Act 1882 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Proprietorship firm, who fulfil the eligibility & qualification criteria specified hereunder.
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows: -

S.No	Eligibility criteria for Bidders	Mandatory Documents to be submitted as evidence
(I)	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.	<p>For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.</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 Companies (RoC) under Limited Liability Partnership Act 2008</p> <p>For Society/ Trust – Copy of Certificate of registration under Societies Registration Act 1860/ Indian Trusts Act 1882</p> <p>For Proprietorship firm- Copy of Registration Certificate issued under Shops and Establishment Act, Or Copy of GST Registration Certificate/ Copy of Income Tax Return in the name of proprietor for assessment year 2020-21 along with an affidavit on non-judicial stamp paper of Rs.100/- declaring that the firm is Proprietorship firm.</p>
(II)	The bidder must have minimum average turnover of Rs. 25 Lakh (Twenty-Five Lakh), in the last three financial years (FY 2017-18, FY 2018-19 & FY 2019-20)	<p>Audited balance sheet and</p> <p>a) Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Limited Liability Partnership Act or a Proprietorship firm),</p> <p>Or,</p> <p>b) Statement of Income and Expenditure account statement (if the bidder is registered under Societies Act or Trust Act)</p>
(III)	The bidder must have (i) PAN Card, (ii) Income Tax Returns of three assessment years AY 2018-19, AY 2019-20 & AY 2020-21, and (iii) GST Registration Certificate (iv) ESI & EPF registration certificate (if applicable)	<p>Self-attested copies of</p> <ol style="list-style-type: none"> 1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2018-19, AY 2019-20 & AY 2020-21 4) ESI & EPF registration certificate (if applicable)
(IV)	The bidder must have 3 years' experience in activities related to community mobilisation or public awareness or communication activities or	Copy of the work order(s) or work completion certificate should be submitted duly signed by the competent authority in support of eligibility.

S.No	Eligibility criteria for Bidders	Mandatory Documents to be submitted as evidence
	any IEC activities for any Public/Private organisation during last three financial years (2017-18, 2018-19, 2019-20)	
(VI)	<p>The bidder must not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document.</p> <p>The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.</p>	Affidavit sworn before Executive Magistrate/Notary Public as per "Annexure - 5".

3. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, EMD/bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
4. To facilitate evaluation of bids, the SHSB may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the SHSB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
5. If any bidder does not provide clarifications sought within the prescribed time, the SHSB may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the SHSB.
6. The Financial bids of the shortlisted bidder(s)/agency(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost (excluding GST) for the work(s) will be awarded the contract agreement for their respective work(s) as per Least Cost Selection (LCS) under the "Notice Inviting Tender for Rate Contract to appoint an Agency to conduct Announcement activity through battery operated E-Rickshaw and Auto-Rickshaw in the state of Bihar". Please refer "Annexure-6" for information regarding Financial Bid.

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 Service Provider shall, at all times, indemnify and keep indemnified the SHSB, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider 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, and the SHSB shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the SHSB.

3. Insurance

- 3.1 The bidder/agency shall be responsible for insuring all the vehicles, manpower, third party insurance, etc. for accident, theft, damage, burglary etc, and also for renewal of the insurance cover during the period of the contract.
- 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 or concerned Government Healthcare Facility or Health Department Office in the District. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.

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 further for 1 year at the contracted rate based on the requirements, availability of funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and SHSB. Any extension shall not be the right of the agency.
- 4.2 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.

5. Payments

- 5.1 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 the concerned Government Healthcare Facility or Health Department Office in the District, as per the prevailing rates.
- 5.2 The service provider will raise its invoices (*as prescribed under GST Act 2017*) clearly mentioning the work order number, work description, quantity, unit price and total amount and will submit this invoice to the concerned office issuing the work order, within 10 days of the completion of services or 7th day of next month along-with following supporting documents:
 - a) Work completion certificate/confirmation issued by the authorized representative of the concerned office issuing the work order.
 - b) Daily Reporting Format duly approved by authorised representative of concerned office issuing the work order.
 - c) One hard copy of geo tagged picture from a particular location of the route map for each day of rendered service, clearly evidencing the number plate of E-Rickshaw or/and Auto-Rickshaw.
- 5.3 The Payments will be made through PFMS within 20 days of proper receipt of invoice, after necessary verifications & deducting penalties (if any).
- 5.4 The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws.
- 5.5 The prices/rates quoted in the financial bid, shall remain firm for the entire duration of the contract.

6. Performance Review & 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 Service provider and penalty will be applied as and when required, upon commissioning of work order.
- 6.2 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.

Sr. No.	Parameters	Penalty	Source
1	Failure or delay in days in starting the service as per Service Order(s)/ Work Order(s)	Per day 25% deduction of the cost for providing the vehicle per day	Remarks by the authorised person on Daily Reporting Format.
2	Failure in running E-Rickshaw or/and Auto-Rickshaw on standard or scheduled time	Per hour 5% deduction of the cost for providing the vehicle per day	Remarks by the authorised person on Daily Reporting Format.
3	Failure in providing replacement of E-Rickshaw or/ and Auto-Rickshaw within 24 hours	Rs.500 per instance	Copy of mail where agency was informed by the concerned Government Healthcare Facility or Health Department Office in the District.

- 6.3 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.

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. Sub Contracts

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

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 which also includes increase in the number of government hospitals for the services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the mutual consent of the parties.

10. Performance Security

10.1 The successful bidder shall have to furnish a performance security for the sum of **Rs.2,50,000 (Two Lakh Fifty Thousand)/ 5% of value of the work order (whichever is higher)**, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of SHSB. The Bank guarantee shall be as per proforma at "**Annexure 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 including warranty.

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 agency 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 maybe 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.

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 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 favour.

16. Force Majeure

- 16.1 For purposes of this clause, Force Majeure means an event beyond the control of the bidder/agency and not involving the bidder/agency's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 16.2 If a Force Majeure situation arises, the bidder or agency 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 or agency in writing, the bidder/agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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/agency if it determines that the bidder/agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.
- 17.2 Without prejudice to the rights of the SHSB hereinabove, if an bidder/agency is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding Process, such bidder/agency shall not be eligible to participate in any tender issued by the SHSB during a period of 3 (three) years from the date such bidder/agency is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 17.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 17.3.1 **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB who is or has been associated in any manner, directly or indirectly, with the bidding Process.
- 17.3.2 **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;

- 17.3.3 **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- 17.3.4 **“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
- 17.3.5 **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

18. 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.

19. 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 Patnadistrict only.

20. Bid Validity

- 20.1 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.
- 20.2 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.

21. 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

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: Notice Inviting Tender for Rate Contract to appoint an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw in the state of Bihar

Sir,

We are submitting, herewith our tender for "Notice Inviting Tender for Rate Contract to appoint an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw in the state of Bihar"

We are enclosing Bank Draft No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of "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 an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw 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 the day of 2022.

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).

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 been 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 ... 2022 (hereinafter referred to as "the Contract") to implement the [*Tender Notice for Rate Contract to appoint an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw 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 an Agency to conduct Announcement activity through Auto-Rickshaw and battery operated E-Rickshaw 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 SHS, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of, to the State Health Society, Bihar (SHSB) under the terms of their contract dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards SHSB, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from State Health Society, Bihar (SHSB) stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to State Health Society, Bihar (SHSB) any and all sums demanded by State Health Society, Bihar (SHSB) under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from State Health Society, Bihar (SHSB) to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
(*Mention the official address of the Bank*)
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 notwithstanding any security or other guarantee that State Health Society, Bihar (SHSB) may have in relation to the bidder's liabilities.

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

Dated this the Day of2022

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 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/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....., 2022

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

Sr. No.	Description of Work	Geographical Scope	Unit	Cost Per Unit (in Rupees)
1.	Cost of Providing battery operated E-Rickshaw for Announcements activity encapsulating all the activities mentioned in the Scope of Work and in the terms and conditions of the tender document	Across Bihar	Daily Charge Per Vehicle	-----
2.	Cost of Providing 2-seater Auto-Rickshaw for Announcements activity encapsulating all the activities mentioned in the Scope of Work and in the terms and conditions of the tender document	Across Bihar	Daily Charge Per Vehicle	-----
3.	Cost of Providing 11-seater Auto-Rickshaw for Announcements activity encapsulating all the activities mentioned in the Scope of Work and in the terms and conditions of the tender document	Across Bihar	Daily Charge Per Vehicle	-----

- The Financial bids of the shortlisted bidder(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost (excluding GST) for abovework(s) will be awarded the contract agreement for their respective work(s) as per Least Cost Selection (LCS) under the "Notice Inviting Tender for Rate Contract to appoint an Agency to conduct Announcement activity through battery operated E-Rickshaw and Auto-Rickshaw in the state of Bihar".
- The aforementioned quoted rate will be valid for a period of two year from the date of issue of contract and may be extended for further one year 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 concerned Government Healthcare Facility or Health Department Office in the Districts per the prevailing rates.
- There will be no change in the price in respect to change in the cost of fuels, materials, transportation and on raw materials and components 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:

- a) In case the L-1 bidder(s) denies/ fails to honour 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, with their consent to enter into an agreement with the authority to provide services at the rates offered by L1 bidder.
- b) In case due to increased volume of work or due to exigencies or otherwise, the L1 bidder is unable to provide services as called for, the work order issuing authority shall reserve the right to contract with L2,L3,...(in this order) at L1 rate to procure the desired services. However, a letter from the contracted L1 agency declaring its inability to provide the requisite service shall be obtained before proceeding in this manner. Should the L1 agency fails to submit the letter of inability and also not rendering the service as called for, penal provision shall be imposed on the agency including forfeiture of Performance Security amount and blacklisting.
- c) The quoted rates shall be firm and inclusive of all the cost required for running & maintenance of e-rickshaw or/and Auto-Rickshaw for the announcement activity and no other charges will be payable to the bidder/agency, **excluding Goods & Services Tax (GST)**. GST if applicable, will be paid by the concerned Government Healthcare Facility or Health Department Office in the District, as per the prevailing rates/ rules. The Agency will provide services at contracted rates.
- d) The financial bid has to be submitted in “online mode” only, and as per the terms and conditions mentioned in the tender document.
- e) 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.

AFFIDAVIT FORMAT – (NON-APPLICABILITY OF EPF and/or ESI)

TO WHOM SO EVER THIS MAY CONCERN

I _____ *<Name of the organization>* __, having registered address _____ *<Mention the registered address>* _____, do hereby state that I am not liable for registration under the provisions of _____ and _____.

<Direction to bidder: Mention the non-applicable Acts in above statement, i.e. Employees' Provident Funds and Miscellaneous Provisions Act, 1952 AND/OR Employees' State Insurance Act, 1948>

Signature: -

Name of the authorized signatory: -

Designation of the authorized signatory: -

FORMAT FOR DAILY REPORTING

District Name:		Date:	
Block Name:			
Vehicle Type:	Auto-Rickshaw / E-Rickshaw	Vehicle No.:	
Driver Name:		Contact No.	

Sr. No.	Location of Announcement Activity	Starting time of Activity	Closing time of Activity	Remarks (If any)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Name of the Agency's Representative/Driver

Name of the Authority's Representative

Signature

Signature