

बिहार स्वास्थ्य सुरक्षा समिति
राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI
State Health Agency

NOTICE INVITING TENDER

e-tender (NIT) Reference No.: 10/ BSSS/ Beneficiary Identification System/ 2022-23

**Notice Inviting Tender for Selection of Agency to Operate
Beneficiary Identification System for Bihar Swasthya
Suraksha Samiti (BSSS)**

Ayushman Bharat – Pradhan Mantri-Jan Arogya Yojana (PM-JAY)

e-Procurement Mode only

<https://eproc2.bihar.gov.in>

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NOTICE INVITING TENDERS

1. The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select agency-via-tendering for operating 'Beneficiary Identification System (BIS)' i.e., approve/ reject the beneficiary identification requests raised by Arogya Mitras/ CSC/ Panchayati Raj Executive Assistant / any other authorised officials/ agencies, and invites bid from eligible organisations.
2. To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in> shall contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: eproc2support@bihar.gov.in, Toll Free Number- 18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)".

3. Schedule of Events

S.No.	Event Description	Timeline
3.1	Start Date & time of downloading the NIT	28/03/2023 (Tuesday) 05:00 PM, on the e-Procurement Portal https://eproc2.bihar.gov.in
3.2	Last date & time for submission (upload) of online bidding document.	24/04/2023 (Monday) till 05:00 PM, on the e-Procurement Portal https://eproc2.bihar.gov.in
3.3	Last date & time for submission of EMD in Hard (Physical) Copies (In case of EMD being submitted in the form of Bank Guarantee).	26/04/2023 (wednesday) by 05:00 PM, to "The CEO, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3 Second floor, Old Secretariat Patna Bihar 800015"
3.4	Time, Date of opening of Technical Bid.	27/04/2023 (Thursday) at 11:00 AM on the e-Procurement Portal https://eproc2.bihar.gov.in
3.5	Time, Date of opening of Financial Bid	To be announced later on the official website Portal https://biswass.bihar.gov.in or through proper channel.
3.6	Pre-bid meeting (Date & time)	06/04/2023 (Thursday) at 11:00 AM
3.7	Pre- bid meeting venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2 nd Floor, Old Secretariat

Note – i) Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) from the office of Bihar Swasthya Suraksha Samiti (BSSS).

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

4. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the Bihar Swasthya Suraksha Samiti (BSSS), the EMD will be received/ opened on the next working day at the scheduled time.
5. The interested bidders may download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://eproc2.bihar.gov.in>) and submit its tender by using the downloaded document.
6. 'Tender Processing Fee (TPF)' amount for the sum of **Rs. 590/- (Five Hundred Forty Rupees Only)** to be paid by the agency through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
7. The tender must be accompanied with Earnest Money Deposit (EMD) of **Rs. 5,48,000/- (Five Lakh forty eight thousand Rupees Only)** in the shape of Bank Guarantee (180 days validity) from any Scheduled Bank in favour of "The CEO, Bihar Swasthya Suraksha Samiti" payable at Patna, or transferred through e-payment mode (Internet Banking/Credit Card/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>)

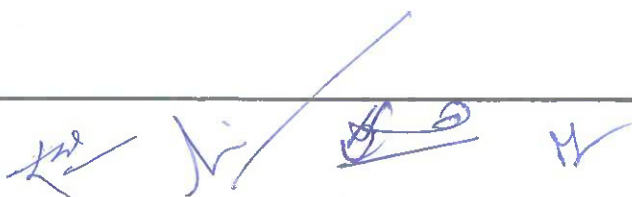
8. The technical and financial bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) on or before the specified date and time as per Clause 3 aforesaid. The BSSS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
9. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document in the online standard formats given in e-Procurement Portal (<https://eproc2.bihar.gov.in>) at the respective stage(s) only.
10. The Bidding documents shall be submitted in the mode as mentioned below:

(a) Earnest Money Deposit (EMD)	Online Mode/ Offline Mode (Hard Copy) <i>Note: EMD should not have been issued on a date later than the last date for submission of online bidding document</i>
(b) Technical Bid	Online (Cover-Technical Stage)
(c) Financial Bid	Online (Cover-Cost Bid Stage)

11. In case of Earnest Money Deposit (EMD) submission through Bank Guarantee, the hard copy (Physical) should be sent to 'The Administrative Officer, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3 Second floor, Old Secretariat Patna Bihar 800015' by Registered Post/ Speed Post or by hand. It must reach the above said address on or before the date & time indicated in Clause 3 above, failing which the tenders will be treated as late tender and would be summarily rejected. All tenders must be accompanied by EMD. No bidder is exempted from submitting of EMD as mentioned in the tender document.
12. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
13. For further enquiry and information, please contact to the following officers during office hours 10:00 AM to 6:00 PM – Director IT, BSSS (Mobile No. 9264471407) or Administrative Officer, BSSS (Mobile No. 9264471403).
14. **All further notifications/ Corrigendum/ Addendum etc., if any shall be posted on e-Procurement Portal <https://eproc2.bihar.gov.in> / <https://biswass.bihar.gov.in> and shall be binding upon all bidders.**

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://eproc2.bihar.gov.in>), "Zero" has been mentioned, by Bihar Swasthya Suraksha Samiti (BSSS). The actual value of the project depends on the L1 rate decided by this tender; therefore, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.


 Administrative Officer,
 Bihar Swasthya Suraksha Samiti (BSSS)





INSTRUCTIONS TO BIDDER (ITB)**1. General Instructions**

- 1.1. The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.
 - 1.2.1. **Registration of Bidders:** To participate in the e-tendering process, the bidder/agency are required to get themselves registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://eproc2.bihar.gov.in>, shall contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: eproc2support@bihar.gov.in, Toll Free Number- 18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)" and also inform this to BSSS. The prospective bidder is required to click on the link for e-Tendering site as given on the BSSS web portal.
 - 1.2.2. **Digital Signature Certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).
 - 1.2.3. The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the eProcurement Portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - 1.2.4. **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://eproc2.bihar.gov.in> 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 3 in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
 - 1.2.5. Before preparing the tender and submitting the same on <https://eproc2.bihar.gov.in>, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 1.2.6. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
 - 1.2.7. The financial rate (price) quoted shall be firm and inclusive of all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. This shall be quoted in the online mode only. Please refer 'Annexure-F' for information regarding Financial Bid. GST if applicable, will be paid by BSSS or the authorities decided by BSSS, as per the prevailing rates/rules.
 - 1.2.8. The technical bid (technical and financial details of the bidder/agency) shall be submitted along with a forwarding letter as per Annexure 'A' before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of hard copy (Physical) of EMD (if applicable) as mentioned in Clause 3, Notice Inviting Tender (NIT)) shall not be considered and would summarily be rejected.

2. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Bihar Swasthya Suraksha Samiti (BSSS) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

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3. Language of the tender

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

However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

4. Amendments to Tender Documents

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

4.2 Such an amendment will be notified on eProcurement Portal <https://eproc2.bihar.gov.in> and the same shall be binding to all prospective Bidders.

4.3 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal <https://eproc2.bihar.gov.in> and the BSSS will not issue separate communication to them. The BSSS shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal <https://eproc2.bihar.gov.in>.

4.4 All further Notifications/Addendum/Corrigendum etc if any shall be posted on the eProcurement Portal (<http://eproc2.bihar.gov.in>). No separate communication shall be made to individual bidders.

5. Clarifications to Tender Documents

5.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to abnhpmbihar@yahoo.com

5.2 All the prospective bidders will be notified of response to any/all clarifications only through eProcurement Portal <https://eproc2.bihar.gov.in>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and BSSS will not issue separate communication to them.

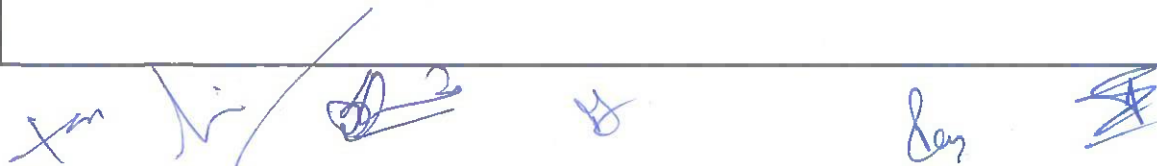
5.3 The BSSS shall not be responsible in any manner if a prospective bidder fails to notice any notifications relating to the present NIT placed on the eProcurement Portal <https://eproc2.bihar.gov.in> for any purposes.

6. Earnest Money Deposit (EMD)

6.1 The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 5,48,000/- (Five Lakh forty eight thousand Rupees only) in the shape of Bank Guarantee (180 days validity) from any Scheduled Bank in favour of 'The CEO, Bihar Swasthya Suraksha Samiti (BSSS)' payable at Patna, or transferred through e-payment mode (Internet Banking/Credit Card/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). If submitted through Bank Guarantee (BG), it has to be submitted in offline (Physical form), as per the terms and conditions mentioned in this document.

Note: EMD (if submitted as Bank Guarantee/Online) should not have been issued on a date later than the last date for submission of online bidding document.

6.2 It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.



- 6.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 6.4 Earnest money is required to protect the BSSS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 6.5 The EMD/ Bid Security shall be forfeited by the BSSS hereunder or otherwise, under the following conditions:
- 6.5.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- 6.5.2 If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the BSSS from time to time;
- 6.5.3 In the case of Selected Bidder, if it fails within the specified time limit:
- to sign the contract and/or
 - to furnish the Performance Security(PS) within the period prescribed in the Letter of Acceptance (LoA)

7. Preparation of Tender

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

(1) Earnest Money Deposit (EMD)	Online Mode/ Offline Mode (Hard Copy) <i>Note: EMD should not have been issued on a date later than the last date for submission of online bidding document</i>
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

- 7.2 Bidders are requested NOT to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted, the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.
- 7.3 The tender shall be duly signed by the authorised person duly approved by the appropriate authority in terms of '**Annexure B**' at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 7.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BSSS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 7.5 **Prices** are to be quoted in the financial Bid format in online mode only. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.
- 7.6 The **Earnest Money Deposit (EMD) shall be submitted in physical form (offline mode)** if bidder chooses 'Bank Guarantee' as the mode of submission, as mentioned above.
- 7.7 The envelope containing Earnest Money Deposit (EMD) shall be marked in bold letter as "**Selection of Agency to Operate Beneficiary Identification System for Bihar Swasthya Suraksha Samiti (BSSS)**", which shall contain the Earnest Money Deposit (EMD) furnished in accordance with above "Clause 6, Section-II (ITB)";





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7.8 Following required evaluation criteria must be submitted through online mode on e-Procurement Portal <https://eproc2.bihar.gov.in>:

- a) Scanned copy/ Soft copy of EMD (Scanned copy of Bank Guarantee OR Payment receipt)
- b) Forwarding Letter for Technical Bid, as per "Annexure-A"
- c) Authorization Letter for Signing of the Proposal (Power of Attorney), as per "Annexure-B"
- d) Particulars of the bidders, as per "Annexure-C"
- e) Self-attested copy of establishment of the entity under Companies Act 1956/ 2013.
- f) Self-attested copy of 'Experience Certificate/ Work Completion Certificate' issued by the client, along with 'Contract/ MoU/Work Order' highlighting the required experience.
- g) Address Proof/ Undertaking:
 - i. Electricity bill/ telephone bill of last 3 months - on the name of bidder, OR
 - ii. Agreement/ Undertaking about willingness to open office in Patna, within 30 days of signing of contract, if selected.
- h) Self-attested copy of Auditor's Report (against annual audits) for FY 2019-20, FY 2020-21 and FY 2021-22 accompanied with a Turnover Certificate issued by Chartered Accountant (must be mentioned Membership no., UDIN no. and Date) certifying the turnover of the bidder.
- i) Self-attested copy of the Income Tax Returns (ITR) for Assessment Year (AY) 2020-21, 2021-22 and 2022-23.
- j) Self-attested copy of the certificate of registration of GST, EPF, ESI, and PAN issued by the appropriate authority valid as on date of submission of tender documents must be submitted
- k) A duly notarized declaration of the bidder in the format given in the 'Annexure-D'

8. Tender Submission

- 8.1 The Bihar Swasthya Suraksha Samiti (BSSS) will open the tenders at the date and time as indicated in **Clause 3 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 Bihar Swasthya Suraksha Samiti (BSSS), the tenders will be opened in online mode, on the next working day.
- 8.2 Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID) in Mandatory Documents Link present in the eProcurement Portal <https://eproc2.bihar.gov.in> failing which the bid will not be considered for technical evaluation.
- 8.3 The technical evaluation shall be done only on the basis of documents/ papers submitted by the bidder on e-Procurement Portal <https://eproc2.bihar.gov.in>
- 8.4 The financial bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, who are technically qualified.
 - (a) No bidder can place more than one bid in any form.
 - (b) The Bidder cannot bid for an individual district or a group of districts but has to give a single bid taking into consideration all the districts, subject to requirement of all the conditions as laid down in this tender document.
- 8.5 The date fixed for opening of financial bids, if subsequently declared as holiday by the BSSS, the revised date of schedule will be notified on the e-Procurement Portal <https://eproc2.bihar.gov.in>. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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SECTION III

ELIGIBILITY CRITERIA

1. This invitation for tenders is open to firms, companies registered under Companies Act 1956/ 2013 in Jurisdiction of India, who fulfil the eligibility and qualification criteria specified hereunder.
(The bidder cannot be an individual or group of individuals. Consortiums are also not allowed)
2. The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows: -

Sl. No.	Eligibility criteria for Bidders	Mandatory Documents
2.1	The Bidder should be an established entity under Companies Act 1956/ 2013	Self-attested copy of certificate of registration issued by Registrar of Companies
2.2	a) The Bidder must have experience in undertaking atleast one project of Data Entry/ Data Analysis for departments of State/ Central Government/ Semi-Govt. bodies/ PSUs – during the last 3 years (i.e. FY 2019-20, 2020-21 & 2021-22); OR b) Registered under IRDAI and delivering services as Implementation Support Agency (ISA) under Ayushman Bharat-PMJAY in any Indian state, for minimum 12 months, as on bid due date.	Self-attested copy of 'Experience Certificate/ Work Completion Certificate' issued by the client, along with 'Contract/ MoU/ Work Order' highlighting the required experience
2.3	The Bidder must have a registered office in Patna, or agree to open an office in Patna Bihar within 30 days of signing of the Agreement (if selected)	1. Electricity bill/ telephone bill of last 3 months on the name of bidder, OR 2. Agreement/ Undertaking about willingness to open office in Patna, within 30 days of signing of contract, if selected
2.4	The bidder's average annual turnover must be atleast Rs. 2 Crore during FY 2019-20, FY 2020-21, and FY 2021-22 as evidenced by the audited accounts of the bidder	Self-attested copies of the below documents for the FY 2019-20, FY 2020-21, and FY 2021-22: 1. Audited Balance Sheet 2. Statement of Profit & Loss Account 3. Turnover Certificate issued by a Chartered Accountant (must be mentioned Membership no., UDIN no. and Date) certifying the turnover of the bidder

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Sl. No.	Eligibility criteria for Bidders	Mandatory Documents
2.5	The bidder must provide self-attested scanned copies for: i. PAN Card ii. Income Tax Returns (ITR) of three assessment years, AY 2020-21, AY 2021-22 & AY 2022-23 iii. GST Registration Certificate, and iv. ESI & EPF registration certificate	Self-attested copies of 1) PAN Card 2) Copy of Income Tax Return filed and submitted by the bidder for AY 2020-21, AY 2021-22 & AY 2022-23 3) GST Registration Certificate 4) ESI & EPF registration certificate
2.6	(i) 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 the date of submission of the bid documents (ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/ State/ central department/ PSU	Affidavit sworn before Public Notary/ Executive Magistrate as per "Annexure - D"

3. Refer to Clause 7.8 (Section II) for the complete list of documents to be submitted through online mode on e-Procurement Portal <https://eproc2.bihar.gov.in>
4. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, deposit of EMD/ bid security, bidding fee etc.), will move to the next stage of bid evaluation – Financial Bid Evaluation.
5. To facilitate evaluation of bids, the BSSS may, at its sole discretion, seek clarifications in writing from any bidder regarding its submitted bid. Such clarification(s) shall be provided within the time specified by the BSSS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
6. If any bidder does not provide clarifications sought within the prescribed time, the BSSS 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 BSSS
7. The financial bids of only the technically qualified bidder(s) (matching eligibility criteria) will be opened and the bidder with the lowest rate shall be selected as the agency to provide the required services under this contract.
8. In case L1 fails to provide services within prescribed timeframe, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

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EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the Technical committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and their bids may be rejected. The decision of the BSSS 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 will be considered and opened, who qualify on technical bid.

2. Infirmary/Non-Conformity

The BSSS may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BSSS as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Discrepancies in Prices

- 3.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 3.2 If, as per the judgment of the BSSS, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the BSSS, the tender shall be cancelled.

4. Contacting the Bihar Swasthya Suraksha Samiti (BSSS)

- 4.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the BSSS for any reason relating to its tender, it should do so only in writing.
- 4.2 In case a bidder attempts to influence the BSSS, on the BSSS'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 BSSS.

5. Bid Clarification

- 5.1. To facilitate evaluation of Proposals, the BSSS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal; however, BSSS reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal. Further, no post-bid clarification at the initiative of the bidder shall be entertained.
- 5.2. The BSSS may ask the bidder to submit supporting documents in response to bid clarifications. These shortfall information/ documents will be sought in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then, and these will be called only on basis of recommendations of Bid Evaluation Committee/ Technical Committee. Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the bidder has not provided them, BSSS may ask the bidder to submit these documents within a defined timeline. Regarding experience documents, if a bidder has submitted a contract without its completion/ performance certificate, BSSS may ask for and consider the certificates; however, no new contract will be asked for and entertained so as to qualify the bidder.

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5.3. At any point in time during the bidding process, if required by the BSSS, it is the bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BSSS. If no response is received by this date, the BSSS shall evaluate the offer as per available information. The technical evaluation committee in the BSSS can verify the facts and figures quoted in the proposal. The BSSS reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

6. Fraud and Corrupt Practices

- 6.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the BSSS may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process
- 6.2 Without prejudice to the rights of the BSSS hereinabove, if a bidder is found by the BSSS 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 bidder shall not be eligible to participate in any tender or RFP issued by the BSSS during a period of 3 (Three) years from the date such bidder is found by the BSSS 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.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 "**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 BSSS who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- 6.3.2 "**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.
- 6.3.3 "**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.
- 6.3.4 "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BSSS 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
- 6.3.5 "**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 Selection Process.

7. Award of Contract

- 7.1 The BSSS reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s)
- 7.2 The bidder shall give his acceptance within 7 days of issue of the Letter of Acceptance (LoA)
- 7.3 The final selection of the agency shall be the one who quotes the lowest rate for processing Beneficiary Identification requests (PM-JAY beneficiary identification requests), subject to all the conditions as laid down in this tender document, provided the bidder meets the eligibility criteria as per **Section III** read with other requirements floated from this tender document

- 7.4 The BSSS will notify the successful bidder(s) in writing by issuing a Letter of Acceptance (LoA), 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.
- 7.5 The successful bidder must furnish to the BSSS the required Performance Security (PS), before executing the contract/ signing of the contract document positively failing which the EMD will be forfeited and the award will be cancelled, and bidder may be blacklisted. Relevant details about the performance security have been provided under **Clause 9 (Section VI)**
- 7.6 The contract agreement will be signed between Bihar Swasthya Suraksha Samiti (BSSS) and the selected service provider, which will be required to be signed within 21 days of the issue of the Letter of Acceptance (LoA) issued by BSSS to the selected agency. The stamp duty and registration charges, as applicable, payable on the Agreement will be borne by the selected service provider/bidder.

Jan Nil /    

TERMS OF REFERENCE (TOR)**1. Background**

Ayushman Bharat-PMJAY is a scheme launched by Government of India, operated in Bihar under Bihar Swasthya Suraksha Samiti, providing health insurance cover of Rs. 5 lakh per family per year for secondary and tertiary healthcare to the identified 1.08 crore poor & vulnerable entitled families (~5.5 crore individual beneficiaries). This is targeted to reduce the Out of Pocket Expenditure (OOPE) of these poor & vulnerable entitled families on hospital expenditures, which drives them to further poverty and debt. Further, this program is targeted to improve affordability, accessibility & quality of care through World's largest fully government-financed health insurance scheme.

This scheme is operational in Bihar since September 2018 and has registered ~76 Lakhs individuals till December 2022.

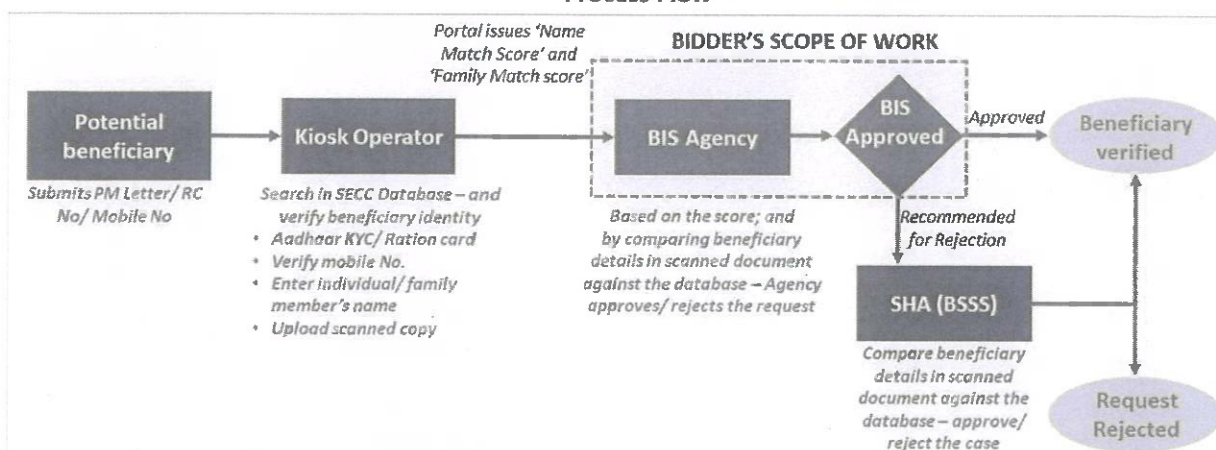
Recently, the SHA has been receiving 20-25 thousand (average) BIS requests daily, and is expected to increase further during this year, with the escalated focus on enrolling PM-JAY beneficiaries on the BIS portal. However, BSSS doesn't provide any minimum guarantee regarding number of requests to be processed per day.

2. Project Description

Beneficiary Identification System (BIS) is a process of verification from the national database to approve/reject the applications. For PMJAY e-card.

There are following types of users in the process namely:

- National Health Agency (NHA) i.e. Government of India's authority managing this project, as a subsidiary of Ministry of Health & Family Welfare (MoHFW)
- State Health Agency (SHA) i.e. State Government's Agency managing this project in the state, as an autonomous subsidiary of Health Department, Government of Bihar
- BIS (Beneficiary Identification System) Agency i.e. agency selected through this tender for verifying the beneficiary identification requests received from the Arogya Mitras/ CSC/ Panchayati Raj Executive Assistant and other authorised agencies, based on the different approval criteria

Process Flow**3. Scope of Work (SoW)****3.1. Office & Human Resource**

- The selected agency will establish a BIS office within 05 km radius from the BSSS office Patna, and all its executives, approved for BIS operation shall operate out of this office.

- b) The SHA shall provide the selected BIS agency with access to the BIS Portal (URL, login credentials etc.) for reviewing and approving/rejecting the beneficiary identification requests.
- c) The Agency shall share the details of executives, planned to be involved in BIS operation and beneficiary request approval/rejection, to the SHA. The SHA shall create BIS portal access for these executives (login credentials etc.).
- d) The Agency shall notify termination/ resignation of any of the registered executives' involvement in BIS portal on real time basis, so the concerned account may be disabled by SHA. Further, the agency shall ensure that only the approved executives operate the BIS portal, and only through their own login IDs. Any non-compliances and/or legal liabilities will be agencies responsibility, and SHA (BSSS) shall not be held responsible for any related discrepancies.
- e) Agency shall ensure that the associates deputed for operating BIS must have completed atleast 12th standard and having a technical diploma/ certification from a government recognised institution/centre. (Agency shall submit the educational certifications for these executives).
- f) The selected agency and their executives involved in this project shall sign non-disclosure agreement with BSSS.

3.2. Approval Process

- a) Using the login details shared by BSSS, agency's BIS executives shall login to the portal, and access the received beneficiary identification approval requests.
- b) The BIS software compares the beneficiary details found in SECC database (identified PM-JAY beneficiaries list) and the beneficiary details entered by the kiosk operator, based on Aadhar card/Ration Card/ ID card. Based on this comparison, the BIS application generates a 'name match score' and 'family match score', which are one of the criteria for approving/ rejecting a record.
- c) The BIS Agency accordingly approves/ rejects the application. If it is recommended for rejection, the executive will specify the valid reason and submit.
- d) The BIS Agency shall ensure approval/ rejection of all cases within the specified 'Turn Around Time (TAT)':
 - i. Requests raised from hospital kiosks: Within 2 hours
 - ii. Requests from non-hospital-based kiosks: Within 48 hours
- e) Any requests pending for approval/ recommend for rejection with reason beyond this TAT will be penalised at 50% of the payable cost for these requests. (Only 50% of amount will be payable for the requests approved/ recommend for rejection with reason beyond the TAT).
- f) Agency shall ensure approval of only genuine beneficiary identification requests.
- g) SHA (BSSS) will review all rejected cases, and based on the credibility, take final decision on the rejected records.
- h) Currently, this activity being undertaken by the BSSS/Agency takes ~1.5 minutes per case (average) for approval/ rejection during the day.
- i) Agency will ensure that BIS Portal approval process is undertaken by use of laptops/ desktops only, and use of mobile for this will not be acceptable.

Note: The interested bidders may attend the pre-bid meeting to operate BIS to understand the beneficiary identification approval process in detail, and assess the time saved through the process.

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TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1 The Service Provider shall not, without the BSSS's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BSSS 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 BSSS's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above (Section VI) 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 (Section VI) shall remain the property of the BSSS and, if advised by the BSSS, all copies of all such documents shall be returned to the BSSS on completion of the Service Provider's performance and obligations under this contract.

2. Project Duration

The Project will be awarded for a period of **24 months** from the date of agreement and may be extended for **12 more months** based on the requirements and based on satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and BSSS. Any extension shall not be the right of the agency.

3. Payments

- 3.1. The financial bid submitted by the Agency shall remain firm for the entire duration of the project.
- 3.2. The payment will be made on quarterly (3 months) basis to the agency by the BSSS, against the invoices (As prescribed under GST Act) raised against the total count of beneficiaries identification requests processed (approved/ rejected). If applicable, GST on amount payable by the Authority will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.
- 3.3. The selected agency will raise its invoices (As prescribed under GST Act) based on the total count of beneficiaries identification requests processed (approved/ rejected) during the quarter, and the invoices must be submitted to Bihar Swasthya Suraksha Samiti (BSSS) on-or-before the 10th day of the next quarter, along-with supporting documents in the formats shared by the BSSS. Any invoice submissions after the 10th day of the month will be considered for payment in the next quarter, alongwith next quarter's invoice.
- 3.4. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
- 3.5. The payments will be made through RTGS/ NEFT by 25th of the month, after necessary verifications & deducting penalties (if any). In case the payment is delayed in document verification, beyond 25th of the month, after receipt of claims with relevant documentary evidences, in the format as shared by the BSSS, 80% of the payment shall be released by default on 26th day of the month, and the remaining payment shall be released after verification of the documents, and deduction of any applicable penalties.
- 3.6. The procedures and guidelines regarding the documentation and evidences to be submitted with the invoices shall be issued separately after selection of the agency.

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4. Performance Review, Incentives & Penalty provisions

4.1. Reporting

- 4.1.1. The bidder/agency shall furnish monthly report, no later than 7 (seven) days after the close of each month and as and when requested by the Authority.
- 4.1.2. The report specified in the above clause shall state in reasonable detail the compliance of the Project with all the Key Performance Indicators (KPIs) along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Project.
- 4.1.3. The parameters will be used to assess the performance of the bidder/ agency and penalty will be imposed, as and where applicable.
- 4.1.4. The penalties would be imposed for each occurrence as per the details mentioned in the sub-identified Key Performance Indicators (KPIs) listed in "Appendix-A". However, in addition, performance security can be forfeited by the BSSS, in case of non-compliance of contractual obligations. BSSS may forfeit the Performance Security either in whole or in part.

4.2. Monitoring

- 4.2.1. Quarterly review of performance and observance of terms & conditions including quality of tests shall be carried out by a committee appointed by the BSSS.
- 4.2.2. Notwithstanding anything contained in above clause, the BSSS shall have the right to review/inspect at any time as it may deem fit, the working and management of the BIS Agency office, and the BIS approval process adopted by the agency. The bidder/ agency shall facilitate and provide assistance to the officers of the BSSS in such inspection.
- 4.2.3. Further, BSSS may undertake monthly (or as and when required) audits of the approved BIS cases, and/or may also choose to appoint Third Party Agency (TPA) to undertake a similar or more detailed audit of BIS operations managed by the BIS agency. BSSS may take action on the basis of findings of its' own audits or third-party assessment. Third party assessment may be done as & when felt necessary by BSSS.

5. Signing of the contract

The agreement between BSSS and the selected agency should be executed within 21 days of the issue of the Letter of Acceptance (LoA). The selected agency 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.

6. Start of Services

- 6.1. The selected agency shall commission and start BIS approval operations in its Patna office, in full conformity to the contract, within 30 days of signing of the agreement.
- 6.2. If the Agency fails to roll-out services in full-conformity with this tender/ contract agreement, within the delivery period(s) specified in the contract, the Authority shall, without prejudice to other remedies under the contract, levy/ deduct per estimated liquidated damages as follows:
 - a) Rs. 5,000/- per week of delay in full-conformity to the contract, within the defined timeline of 30 days from the date of signing of the contract.
 - b) Rs. 10,000/- per week of delay in full-conformity to the contract, within the defined timeline of 60 days from the date of signing of the contract.
- 6.3. If the selected agency fails to start the services within 90 days, the contract may be terminated, and the selected agency may be blacklisted alongwith the forfeiture of performance security to which, the selected agency shall have no claims.

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7. Sub-Contracts

Sub-letting/ Sub-contracting of the contract would not be allowed under any circumstances, and the contract may be terminated in case the bidder/ agency sublets or sub-contracts its liabilities/ responsibilities/ obligations under the contract to other. Penal action may also be taken against the bidder/agency. Notwithstanding the aforesaid, the bidder/agency has a right to subcontract the services as mentioned below:

- a) Any Civil Work, Plumbing work, Electrical work, housekeeping etc.
- b) Recruitment service and Payroll management of employees
- c) Hardware and software procurement and their maintenance

8. Modification to Contract

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

9. Performance Security

9.1. The successful bidder/ agency shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of BSSS for an amount of Rs. 8,22,000/- (Eight lakh twenty two thousand Rupees Only). The Bank guarantee shall be as per proforma at "Annexure-E" and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted before signing of the contract, failing which the EMD may be forfeited and the award of contract may be cancelled.

Note: Performance security is dependent on the financial quotes, and since it can't be anticipated before opening the financial bids; therefore, the aforementioned performance security is based on estimated project cost.

9.2. If the bidder/ agency violates or commits breach of any of the terms and conditions of contract floated from this tender document, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BSSS and the contract may also be cancelled.

9.3. The BSSS will release the Performance Security without any interest to the agency on successful completion of contractual obligations.

10. Income Tax Deduction at Source

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

11. Termination of Contract

11.1. Any bidder/ agency found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Acceptance (LoA) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder upto 3 (Three) years including the forfeiture of concerned EMD (Bid Security) and/or Performance Security.

11.2. The BSSS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency/ bidder, terminate the contract in whole or in part, if the bidder/agency fails to perform services or for any breach/ violation of any terms as specified in the present contract or any other contractual obligations within the time period specified in the contract and the bidder/agency shall also be blacklisted, consequently the performance security may be forfeited with other consequential action warrants under the law.

11.3. Unless otherwise instructed by the BSSS, the bidder/agency shall continue to perform the contract to the extent not terminated.

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12. Termination for Insolvency

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

13. Termination by Mutual Consent

In the event the BSSS & bidder/agency mutually agrees to the terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both parties' agreement may be terminated.

14. Force Majeure

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

15. 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.

16. Resolution of disputes

- 16.1. 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.
- 16.2. If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land under the territorial jurisdiction of Patna only.

17. Applicable Law

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


23/3/23
Administrative Officer,
Bihar Swasthya Suraksha Samiti

SECTION-VII: ANNEXURES

Annexure: A – Forwarding Letter for Technical Bid

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

Date:.....

To,
The Administrative Officer,
Bihar Swasthya Suraksha Samiti (BSSS)

Sub: Tender for Selection of Agency to Operate Beneficiary Identification System for Bihar Swasthya Suraksha Samiti (BSSS)

Sir,

We are submitting, herewith our tender for "Selection of Agency to Operate Beneficiary Identification System for Bihar Swasthya Suraksha Samiti (BSSS)"

We are enclosing Bank Guarantee/e-Receipt No. Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on. Bank in favour of "The CEO, Bihar Swasthya Suraksha Samiti (BSSS)", Payable at Patna.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as defined in the 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.....

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Annexure: B – Authorization Letter for Signing of Proposal

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

POWER OF ATTORNEY

Know all men by these present, we _____ *<name and address of the registered office of the Single Entity>* do hereby constitute, appoint and authorize Mr./ Ms. _____ R/o _____ *<name and address of residence>* who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for "**Selection of Agency to Operate Beneficiary Identification System for Bihar Swasthya Suraksha Samiti (BSSS)**" (the "Project"), including signing and submission of all documents and providing information/ responses to Bihar Swasthya Suraksha Samiti (BSSS), 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 2023.

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).

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Annexure: C – Particulars of the Bidder's Organisation

- 1. Name :
- 2. Registered Address :
- 3. Phone/Fax/Mail id :

- 4. Registered under : Companies Act
- 5. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Goods & Services Tax (GST)
 - (d) PAN No.

6. Details of Key Employee:

Sr. No.	Name	Designation	Contact No. & E-mail ID
1.			
2.			
3.			

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

Signature of Bidders

Date:

Place:

Name

Office Seal

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Annexure: D – Declaration by Bidder

Format for Affidavit certifying that Entity/ Promoter(s)/ Director(s)/ Members of Entity are not Blacklisted

(On a Stamp Paper of INR 100/-)

Affidavit

I, M/s <enter names and addresses of the registered office> hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/ barred/ convicted by any court of law for any criminal or civil offences/ declared ineligible by Bihar Swasthya Suraksha Samiti (BSSS) 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 understand that our bid 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....., 2023.

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Annexure: E – Performa for Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To
The Administrative Officer,
Bihar Swasthya Suraksha Samiti (BSSS),
Secretariat Extension Building,
Block-3 Second floor, Old Secretariat,
Patna Bihar -15

Dear Sir,

WHEREAS _____ *<Name and address of the Service Provider>* (Hereinafter called "the Service provider" has undertaken, in pursuance of LoA vide Memo No. dated (Herein after "the contract") for "Selection of Agency to Operate Beneficiary Identification System for Bihar Swasthya Suraksha Samiti (BSSS)".

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a Bank Guarantee (" the Guarantee") from a scheduled bank for the project/ performance of the "Selection of Agency to Operate Beneficiary Identification System for Bihar Swasthya Suraksha Samiti (BSSS)", 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 Bihar Swasthya Suraksha Samiti (BSSS) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. (as applicable), to the Bihar Swasthya Suraksha Samiti (BSSS), under the terms of the contract, on account of full or partial non-performance/ non-implementation and/or delayed or defective performance/ implementation. Provided, however, that the maximum liability of the Bank towards BSSS, under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from BSSS, 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 BSSS any and all sums demanded by BSSS under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BSSS to the Bank shall be sent by Registered Post/Speed-post (Acknowledgement Due) at the following address: Attention Mr. _____ *<Mention the official address of the concerned bank>* .
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 18 months from the date of execution of the contract.
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:
 - 4.1 Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/ Agreements.
 - 4.2 Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/ credit arrangement, present or future, between the bidder and the bank.

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5. The Bank also agrees that the BSSS 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 BSSS may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the BSSS or any other indulgence shown by BSSS 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.

Date this the Day of 2023.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)

Annexure F: Information Regarding Financial Bid

- 1) The quote submitted by the bidder shall be firm and inclusive of all the factors like Human Resource, Office Space, Hardware, Internet Lease Line Connection, software license etc. and all applicable taxes and duties, excluding Goods & Services Tax (GST). GST if applicable, will be paid by BSSS or the authorities decided by BSSS, to the agency as per the prevailing rates/ rules. The Agency will provide services at contracted rates.
- 2) An indicative form of the financial bid (available on <https://eproc2.bihar.gov.in>) is as given:

Item	Cost per unit (in Rs.)
Cost per Beneficiary Identification (BI) Request Processed (Approved/ Rejected)	

**Fill in sections highlighted in 'Orange'*

- 3) In case of project extension, a flat escalation of 5% will be offered to the agency per year.
- 4) **'Cost per BI Request Processed (Approved/ Rejected)'** will be inclusive of the Human Resource, Office set-up, hardware/software, installation & integration, operation and maintenance.
- 5) The rate quoted for **'Cost per BI Request Processed (Approved/ Rejected)'** shall be used to identify the L1 bidder for delivering services as per the terms defined in the tender document. The bidder quoting the lowest price will be selected as the L1 bidder.

Note:

- a) In case L1 bidder denies/ fails to honour the contract/ LoA, fails to provide services within prescribed timeframe, the authority shall be at freedom to negotiate with L2, L3 (in this order) responsive bidders (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.
- b) The quoted rate is for operating and managing BIS software, and undertaking beneficiary approvals/rejection. The quoted rates shall be firm and inclusive of all the factors like human resource, office set-up, hardware/software, management cost etc. and all applicable taxes & duties, excluding Goods & Services Tax (GST). GST if applicable, will be paid by the BSSS or the authorities decided by BSSS, as per the prevailing rates/ rules. The Agency will provide services at contracted rates.
- c) The financial bid has to be submitted in "online mode" only, and as per the terms and conditions mentioned in the tender document.
- d) 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.

This is just an indicative format of the financial bid, to be used for information purpose ONLY. Actual financial bid format is available on <https://eproc2.bihar.gov.in>, and has to be submitted online through the eproc portal only. Any submissions in hard-copy will lead to rejection of the submitted bid.

APPENDICES

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Appendix A: Key Performance Indicators (KPIs) & Penalties

Parameter	Clause	Acceptable Deviation	Penalty	Reporting Source
1. Turn Around Time (TAT)	Beneficiary identification request processing within defined TAT: <ul style="list-style-type: none"> Requests from hospital kiosks: 2 hours Requests from non-hospital kiosks: 48 hours 	0% cases	<ul style="list-style-type: none"> Penalty of Rs 100 of each card delayed beyond given TAT Penalty of Rs 500 each incorrect verification/approval of e-card 	BIS Portal
2. Wrong Approval	Approval for incorrect beneficiary identification request	0%	In case any claim is adjudicated out of wrongly approved BIS card by ISA, then penalty of three times over and above the claim amount	Monthly/ Quarterly Audit conducted by BSSS
3. Wrong Rejection	Rejection for a genuine beneficiary identification request	5%	Rs. 100/- per incorrect rejection case	Rejection cases reviewed by BSSS

Note:

- a) If more than 20% cases of hospital kiosk category, or non-hospital kiosk category are not processed within the defined TAT, for continuous 3 months, BSSS may terminate the contract and forfeit the performance security.
- b) The maximum penalty deductible from the invoice shall not exceed over 25% of the total invoice amount.
- c) 'Reporting Source' mentioned above shall be the primary source for calculating any/ all penalties; however, this shall not be limiting, and BSSS may choose to impose penalties based on any other source of evidence also, if so identified.
- d) The selected BIS Agency shall submit the quarterly invoice taking into consideration any applicable penalties (except for Parameter 2 & 3, which shall be identified & calculated based on BSSS audit). However, BSSS shall triangulate these penalties with the data available on BIS portal, and share any modifications with the BIS Agency, for submission of updated invoice.
- e) **Moratorium period: 30 days** – The agency will be provided 30 days' time for streamlining the services, and aforementioned penalties will be applicable only post completion of 30 days from date of commencement of services.
(Note: moratorium is applicable only for streamlining of services, and shall not be applicable on any penalties levied due to delay in commencement of services)

Appendix B: List of Hardware and its Specifications

The suggested hardware setup for processing BIS is given hereunder:

	Device	Specification
1	Computer / Laptop	
	Operating System (32/64 bit)	Recommended Windows 10
	RAM	Minimum 4 GB or above
	Hard Disk	Minimum 250 GB
	USB Ports	Minimum 2 ports
2	Web Browser	Preferably Google Chrome latest version
	Mouse	Fast & Easy to Access
3	Internet	Dedicated connection with minimum 2 Mbps download/upload.
4	UPS System	Power backup of 30 minutes

The selected agency will be responsible for procurement and maintenance of the hardware required for the delivery of services as per the terms defined in the tender document. The aforementioned list of hardware specifications are generic and in-line with the kits available at field level kiosks; however, agency has the liberty to choose the hardware specifications, based on industry practices and compatibility.