

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



बिहार सरकार

BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

Bihar Swasthya Suraksha Samiti

Extension block - 3, 2nd floor, Old Secretariat, Patna-800015

Website: - <https://biswass.bihar.gov.in/>

NOTICE INVITING TENDER

Ref. No:- 08/BSSS/Human Resource/2022-23

FOR

SELECTION OF AGENCY

**FOR PROVIDING HUMAN RESOURCE UNDER THE PRADHAN MANTRI JAN
AROGYA YOJANA (PM-JAY)**

1.1. Introduction

1.2. Ayushman Bharat PM-JAY

Ayushman Bharat PM-JAY is a flagship scheme of Government of India was launched on 23rd September 2018 by the Hon'ble Prime Minister Shri Narendra Modi on pan India basis to achieve the vision of Universal Health Coverage (UHC).

The Ayushman Bharat PM-JAY, aims at providing health benefit cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 10.74 crores poor and vulnerable families (approximately 50 crore beneficiaries) on cashless family floater basis. There is no cap on the family size under the scheme. PM-JAY has been rolled out for the bottom 40% of poor and vulnerable population. The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. PM-JAY is completely funded by the Government, and cost of implementation is shared between Central and State Governments.

Key features of PM-JAY

- World's largest health insurance/ assurance scheme fully financed by the government.
- Provides benefit cover of Rs. 5 lakhs per family per year, for secondary and tertiary care hospitalization across public and private empaneled hospitals in India.
- Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.
- Provides cashless and paperless access to health care services for the beneficiary at the point of service.
- Will help reduce catastrophic expenditure for hospitalizations, which pushes 6 crore people into poverty each year, and will help mitigate the financial risk arising out of catastrophic health episodes.
- No restrictions on family size, age or gender.
- All pre-existing conditions are covered from day one.
- Covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- Benefits of the scheme are portable across the country i.e., a beneficiary can visit any empaneled public or private hospital for cashless treatment.

State Health Agency (Bihar Swasthya Suraksha Samiti)

The Bihar Swasthya Suraksha Samiti (BSSS) is an autonomous institution registered as Society under the Society Registration Act, 1860 and set up within the Department of Health, Government of Bihar primarily to

- Implement Ayushman Bharat Pradhan Mantri Jan Arogya Yojna (AB-PMJAY), Building and other Construction Workers Welfare Board (BoCWFB) or its successor schemes of similar nature or Programmes by whatever name it maybe called and described.
- Support and assist in framing and designing of laws/policies/strategies for improved and

seamless implementation of health insurance and assurance schemes or Programmes in Bihar.

The aims and objectives of the Bihar Swasthya Suraksha Samiti is:

- to undertake and support the implementation of Projects/ Programmes/ schemes for securing health benefits for the underprivileged sections of the State of Bihar.
- to reduce catastrophic out-of-pocket health expenditure, improve access to quality health care and meet the unmet need of the population for hospitalization care in the State of Bihar to ensure speedy implementation of PM-JAY/BoCWWB by identifying and issuing e-card to the eligible beneficiaries/families.

Bidders are requested to visit <https://pmjay.gov.in/> and <http://biswass.bihar.gov.in/> for further details

1.3 Building and other Construction Workers Welfare Board (BoCWWB) Government of Bihar

Under this scheme PM-JAY benefits are being provided to registered Building and other Construction Workers (BOCW) in collaboration with State Health Agency Bihar, wherein the benefit cover of Rs. 5 Lakh on family floater basis has been given to the beneficiaries for secondary and tertiary medical treatment. The registered workers who are not included in SECC data are eligible to avail benefits of AB-PMJAY under this scheme.

- 1.4** 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://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)".
- 1.5** 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.
- 1.6** '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.
- 1.7** The tender must be accompanied with Earnest Money Deposit (EMD) of **Rs. 4,26,000/- (Four Lakh twenty six thousand Rupees Only)** 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>)
- 1.8** 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 Section 2. (Fact sheet) 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."
- 1.9** 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.

- 1.10** BSSS reserves the right to accept or reject any or all tender or change the terms and condition of Notice Inviting Tender (NIT) or cancel the NIT without assigning any reasons at any stage and time.
- 1.11** For further enquiry and information, please contact to the following officers during office hours 10:00 AM to 6:00 PM – Director Administration, BSSS (Mobile No. 9264471405) or Procurement manager, BSSS (Mobile No. 9264471413). All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in>) and shall be binding upon all bidders.
- 1.12** 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.
- 1.13** Such an amendment will be notified on eProcurement Portal <https://eproc2.bihar.gov.in> and the same shall be binding to all prospective Bidders.
- 1.14** 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>.
- 1.15** 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.
- 1.16** **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.
- 1.17** **Language of the tender:** The tender submitted by the bidder and documents relating to the tender shall be written in the English language.
- 1.18** **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 **Section 2. (Fact sheet)** in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).

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.

2. Fact Sheet

| S. No. | Reference | Description |
|--------|--|---|
| 1. | NIT Number | 08/2022-23 |
| 2. | Name of purchaser | CEO, BSSS |
| 3. | Date | 14/02/2023 |
| 4. | NIT Title | Selection of an agency for providing human resource under PM-JAY |
| 5. | Availability of NIT document | BSSS has published NIT on (https://eproc2.bihar.gov.in). |
| 6. | Method of selection | Two stage evaluation process comprising of: <ul style="list-style-type: none"> • Technical Evaluation, • Financial Evaluation The selection of the agency shall be based on the least cost system. |
| 7. | Date till which the NIT response/bid should be valid i.e. period of bid validity | The bids shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission. |
| 8. | Earnest Money Deposit and validity | The last date and time for EMD submission is, on or before 10/3/2023,1800 hours. The Bidders shall submit, EMD as per the details provided in section 10.3 (Annexure-1) of this bid document on or before the last date of its submission. |
| 9. | Pre-bid meeting | Date: - 21/2/2023, 1100 Hours. For Offline participation : - Venue:- Conference Hall Bihar Swasthya Suraksha Samiti (BSSS) 2nd floor, Extension block -3, Old Secretariat, Patna-800015 For online participation: - Meeting ID: 382 310 5431 Passcode: bsss@111 |
| 10. | Pre-Bid Queries | Queries/Clarification(s) must be requested on or before 20/2/2023 up to 2359 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure I (Template for Pre- Bid Queries) of the NIT. The e-mail address for requesting queries/clarification is abnhpmbihar@yahoo.com e-mail must be marked to the above e-mail id. |
| 11. | Bid submission | The last date and time for submission of tender is on or before 10/3/2023,1800 hours. The bidder's need to be submitted tenders online at (https://eproc2.bihar.gov.in) on or before the last date and time of submission. |
| 12. | Currency | The bidder to state all costs in Indian Rupees only (₹). |
| 13. | Late Bids | Late bids i.e. bids received after the specified date and time of receipt will not be considered. |

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|-----|---|--|
| 14. | Date, Time and venue for opening of technical bid | <p>Date- 13/3/2023 from 1100 hours onwards, For online participation Venue:- Conference Hall Bihar Swasthya Suraksha Samiti (BSSS) 2nd floor, Extension block -3, Old Secretariat, Patna-800015, For online participation: - Meeting ID: 382 310 5431 Passcode: bsss@111 Mode- Electronically on (https://eproc2.bihar.gov.in)</p> |
| 15. | Date, Time and Venue for financial bid opening (only of the bidders who have qualified in the technical evaluation stage) | <p>Date- To be announced later through proper channel. Mode- Electronically on (https://eproc2.bihar.gov.in).</p> |

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3. Scope of Work

Bihar Swasthya Suraksha Samiti intends to hire an outsourced agency to supply Highly skilled/skilled/semi-skilled & unskilled manpower under various services categories of staff as per the minimum wages stated by the Government of Bihar. The agency will deploy suitable candidates as per requirements of the BSSS. The agency will have to follow the Bihar Government Roster Rules in deployment of human resources and submit a declaration regarding the same as per prescribed format. The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time, and the BSSS shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation.

3.1 Positions to be deployed at BSSS: The positions to be deployed along with respective minimum requirements are given in the following table.

| S. No | Division | No. Of Posts | Minimum Educational Qualification | Experience in State Govt | Desirable Qualification/ Experience | Category wise Wages as per minimum wages Act. | Age as on date of deployment of staff |
|-------|---|--------------|--|--------------------------|---|---|---|
| 1 | Office Assistant/PA -Cum Steno/Executive/ Storekeeper Tally Operator and Clerk) | 10 | Graduate with knowledge of computers | Preferred | Knowledge of Shorthand for PA-Cum-Steno Knowledge of Tally for Tally operator Working knowledge of Govt Sector will be preferred. | Supervisory Clerical | 18-45 years for all positions except Security Guards. 55 years for Security Guards |
| 2 | Data Entry Operator | 25 | Graduate with typing speed 30 wpm in Hindi & English | Preferred | Work experience of DEO | Highly Skilled Wages | |
| 3 | Driver | 1 | Matriculation with valid driving license | Preferred | Minimum 5 years of driving experience | Skilled | |
| 4 | Security Guard | 10 | Intermediate/ ITI | Preferred | Work experience of Security Guard in Govt. Sector | Semi Skilled | |
| 5 | Office Boy | 25 | Matriculation | Preferred | Preference will be given to candidate having Experience in Govt Sector. | Semi Skilled | |

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|-------|---------|----|-------------|-----------|--|-----------|--|
| 6 | Sweeper | 4 | Eighth Pass | Preferred | Preference will be given to candidate having experience in Govt Sector | Unskilled | |
| Total | | 75 | | | | | |

Note: This number is tentative, BSSS may increase or decrease the actual number of human resource as per its requirements.

3.2 Eligibility

BSSS intends to select the agencies as per the criteria defined in this document. The organizations intending to partner with BSSS shall submit tender in line with this document in order to be eligible for deploying required resources at BSSS. BSSS also reserves the right to accept and/or reject any of these agencies without assigning any reasons thereof.

4. Terms & Conditions:

1. The Selected Bidder is required to deploy the requisite human resources as specified in this document within 15 (Fifteen) days from the issuance Work Order by BSSS. Delay in deployment of human resources will attract penalty and may lead to cancellation of the Contract.
2. Human Resources deployed by the agency shall be eligible for 12 days CL per calendar year, 2 days Special leave per month for female staff on pro rota basis. No other leaves shall be permissible to the staff deployed by the agency.
3. The agency shall not deploy or shall discontinue deploying the person(s) at any time without assigning any reason whatsoever.
4. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees of BSSS during the currency or after expiry of the contract.
5. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the BSSS.
6. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the BSSS.
7. Rates quoted by the firm will include all statutory obligations of the contractor under Minimum Wages Act. Minimum wages for all purposes of tendering and execution thereof shall be rates as notified by Labour Resource Department, Government of Bihar. Revision of labour rates payable to human resources will be acceptable against submission of order/notification from time to time apart from this no other escalation on any component on any component is payable whatsoever." This clause shall be operational for decrease in quoted/awarded amount on same analogy as above in case there is decrease in labour rates.
8. The tenderer will be bound by the details furnished by it to BSSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

9. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions as tabulated above. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified, and should produce the same as per requirement of BSSS.
10. A senior level representative of the Agency shall visit BSSS office at least once- every fortnight and review the service performance of its personnel. During the fortnightly visit, Agency's representative will also meet the Director Administration, BSSS dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
11. The Agency shall ensure that any replacement of the personnel, as required by BSSS for any reason specified or otherwise, shall be affected promptly without any additional cost to the BSSS. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the, BSSS at Agency's own cost.
12. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BSSS /Health Department Bihar/Govt. of Bihar/Govt. of India
13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Director Administration, BSSS. Proposals for efficient functioning of the systems shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, BSSS.
14. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI etc. relating to personnel deployed by it at BSSS office or for any accident caused to them and the BSSS shall not be liable to bear any expense in this regard.
15. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the BSSS for whatever reason. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:
- The Employees Provident Fund Act, 1952
 - The Contract Labour (Regulation) Act, 1970
 - The Employees State Insurance Act, 1948
 - The Motor Vehicle Act, 1988
 - Minimum Wages Act, 1948
16. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Administrative Officer, BSSS and maintain liaison with the police. FIR will be lodged by BSSS, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted.
17. The agency shall ensure that staff appointed by them is fully loyal-to and assist the BSSS during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the BSSS.
18. In case of any loss that might be caused to the BSSS due to lapse on the part of the personnel discharging responsibilities will be borne by the Agency and in this connection, BSSS shall have the right to deduct appropriate amount from the bill of contracting agency to make good of such loss to BSSS

besides imposition of penalty or forfeit the Performance Security. In case of frequent lapses on the part of the personnel deployed by the contractor, BSSS shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

19. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve, in case of leave beyond 5 days.

20. As and when, BSSS requires additional strength on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the BSSS.

21. The Agency will be paid the agreed amount + taxes as applicable on production of monthly bill. No other charges of any kind shall be payable.

22. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify BSSS against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labor or other laws to the extent they are applicable to establishment /work in BSSS premises/facility.

23. The decision of BSSS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

24. In case of any dispute between the BSSS and agency, the BSSS, shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Patna.

25. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by CEO, BSSS.

26. The provisions of Arbitration and Conciliation Act 1996 shall be applicable. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

27. An agreement shall be signed with the successful bidder as per the Scope of this NIT.

28. Agency to keep a record of all staff deployed by it in BSSS and shall provide the records as and when demand by BSSS.

5. Bidding Process

5.1. Pre-bid Queries

Any clarification (pre-bid query) regarding the NIT can be submitted to BSSS as per the submission mode and timelines mentioned in Fact Sheet of the NIT. The pre-bid queries must be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries) of this NIT, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by BSSS. Further, BSSS reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

5.1.1. Pre-Bid Meeting

BSSS will organize a pre-bid meeting with the prospective bidders as per details provided in Fact Sheet and may respond to any request for clarifications on, and/or modifications of this NIT. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.

2. Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of two (2) representatives authorized by bidders shall be allowed to attend the pre-bid conference.

3. The authorized signatory of the bidder shall indicate to BSSS the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to abnhpmbihar@yahoo.com at least 1 day before the pre bid meeting.

4. The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

5.1.2. Responses to Pre-Bid Queries and Issue of Corrigendum

1. BSSS will endeavor to provide timely response to all the queries. However, BSSS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.

2. At any time prior to the last date for receipt of bids, BSSS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the NIT document. Any modifications of this NIT, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by BSSS exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this NIT.

3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on (<https://eproc2.bihar.gov.in>).

4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, BSSS may, at its discretion, extend the last date for the receipt of Bids

5.2. Bid submission format

1. A two staged bid system will be followed for this NIT with least cost system. The two bids which are to be submitted by bidders on (<https://eproc2.bihar.gov.in>) are –
 - a) Technical Bid and
 - b) Financial Bid
2. The bid response of the Bidders are to be submitted and uploaded on (<https://eproc2.bihar.gov.in>) against this NIT
3. The bids are to be submitted electronically on (<https://eproc2.bihar.gov.in>) on or before the last date of tender submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
4. The Bidder should take into account any Corrigendum to this NIT document that may have been published before their Bids submission.
5. The Tender is to be submitted in two covers on (<https://eproc2.bihar.gov.in>) as mentioned below-

| S. No. | Bid covers | Bid submission |
|--------|---------------|---|
| 1. | Technical Bid | To be uploaded on (https://eproc2.bihar.gov.in) |
| 3. | Financial Bid | To be uploaded on (https://eproc2.bihar.gov.in) |

6. The contents of the bids should be as under-

| S. No. | Document Name | Contents |
|--------|---------------|---|
| 1. | Technical bid | a) Technical Bid as per section 5.5.1 (Technical Evaluation Criteria) along with the specified documents/Forms at Annexure II (Technical Bid Format-Declaration and undertaking). b) Checklist of all documents submitted c) Power of attorney/Board Resolution (Authorized Signatory and Authentication of Bids) |
| 2 | Financial Bid | a) Financial Bid as per the required supporting documents/forms specified at Annexure III (Financial Bid Format). |

1. The response to technical bid and financial bid (as mentioned in the previous paragraph)

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should be uploaded in separate folders on (<https://eproc2.bihar.gov.in>).

2. Please note that prices must not be indicated in the technical bid and must only be indicated in the financial bid. In case any bidder submits prices or any other financial information in its technical bid then the bids of such bidders will be summarily rejected by BSSS.
3. The technical bid and financial bid should be complete in all respect and submitted in two separate PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the NIT document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of BSSS.

5.3. Selection of Bidders

5.3.1. Opening of Bids

The Bids will be opened by BSSS, on (<https://eproc2.bihar.gov.in>). The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the bids

There will be two bid-opening events

1. Technical Bid opening
2. Financial Bid opening

The venue, date and time for opening the Technical Bid and Financial Bid are mentioned in the Fact Sheet. The Financial Bids of only those bidders will be opened who qualify the technical evaluation.

5.3.2. Preliminary Examination of Bids

BSSS will examine the bids to determine whether they are complete, properly signed and are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in this NIT will be rejected by the BSSS and shall not be included for further consideration.

5.3.3. Clarification on Bids

During the NIT evaluation, BSSS may, at its discretion, ask the Bidder for a clarification of its bids. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered and/or permitted.

5.4. Evaluation Process and Criteria

After the due date of bid submission, BSSS shall open each of the tender of bidders on (<https://eproc2.bihar.gov.in>). An 'Technical Evaluation Committee', which shall evaluate bidder's tenders and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

Stage 1: Technical Evaluation

1. BSSS shall first open "Technical Bids" on (<https://eproc2.bihar.gov.in>). The Technical bid

must contain all the documents mentioned in the NIT. Each of the Technical conditions mentioned in Section 5.5.1 (Technical Evaluation Criteria) is mandatory. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.

2. Response to the Technical Requirements shall be evaluated in accordance with the requirements specified in this NIT (Annexure II (Technical Bid Format-Declaration and Undertaking). A checklist has to be created with proper page-wise indexing of all supporting documents.

Stage 2: Financial Evaluation

1. The Financial Bids of only the technically qualified bidders will be opened by BSSS on (<https://eproc2.bihar.gov.in>).
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only Financial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per Annexure III (Financial Bid Format)).
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the BSSS, if applicable.
6. If there is a discrepancy between words and figures, the amount in words will prevail.

5.5. Evaluation Criteria

BSSS shall evaluate the responses of the bidders to this NIT and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of BSSS in the evaluation of tenders shall be final. No correspondence will be entertained outside the process of evaluation with BSSS. BSSS may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their bids. During the Tender Evaluation, BSSS reserves the right to reject any or all the tenders. Each of the tenders shall be evaluated as per the criteria and requirements specified in this NIT. The Evaluation Committee (EC) constituted by the BSSS shall evaluate the responses to the NIT and all supporting documents & documentary evidence as mentioned in this section 5.5.1 of the NIT.

The technical evaluation criteria are as follows-

5.5.1. Technical Evaluation Criteria

The Bidder's Technical Bid will be evaluated as per the criteria specified in this section. Bidder is expected to qualify and comply with each of the clauses of the Technical Criteria to be considered for Financial Evaluation. Failure to meet even one of the Technical criteria as mentioned below may lead to rejection of the Bid. Definitions of key terms relating to Technical criteria are given below-

| S. No. | Basic Requirements | Technical Evaluation Criteria | Documents Required |
|--------|-----------------------|--|--|
| 1 | Legal Entity | The Bidder may be a LLP registered under LLP Act 2008 or Indian Company, registered under the Companies Act, 1956/2013 or under any other law applicable under the laws of India. | Copy of Certificate of Incorporation/ Registration |
| 2 | Experience | The Bidder should have experience of supplying minimum 500 human resource in Government organizations in the last 5 Years. | Copy of Work Order |
| 3 | Annual Turnover | Average Annual Turnover of the bidder from Indian operations in providing manpower services during the last three financial years, i.e., from 2019-20 to 2021-22 (as per the last published audited balance sheets), should be at least INR 3 crores. | CA Certificate with CA's Registration Number/ Seal along with audit report of last three financial years i.e. 2019-20, 2020-21 & 2021-22. |
| 4. | Net Worth Certificate | The net worth of the bidder, as on 31-March 2022, should be Positive. | CA Certificate with CA's Registration Number/ Seal |
| 5. | Registration | The bidder should have the following: <ul style="list-style-type: none"> • GST • Income Tax / Pan number • ESI • EPF • PASARA Act | Copies of relevant certificates of registration |
| 6. | Blacklisting | As on date of submission of the bids, the Bidder should not be blacklisted or banned by any ministry / department/attached offices/subordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other Unethical business practices. | Certificate from the authorized signatory as per the format mentioned at Annexure II (Form 1: Format- self declaration for non- blacklisting) of Annexure II (Technical Proposal Format- Declaration and Undertaking) of this NIT. |

5.5.2. Financial evaluation

1. The bidders are required to quote the service fee (as anticipated by the bidder) as per the table indicated in Annexure III.
2. Financial evaluation shall be conducted on the basis of the service fee quoted by the respective bidders and basis that bidders will be placed at L1 (i.e. at lowest cost), L2 and so on.

3. In case of tie in service fee preference will be given to the agency having more experience of supply of human resources in Government Sector.

5.6. Performance Bank Guarantee

1. The BSSS will require the selected bidder to provide at selected bidder's cost an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security of (Rs Ten Lakh Sixty five thousand only) as per the timelines, rules and regulations mentioned in the NIT.
2. The performance guarantee has to be submitted by the selected bidder **within 7days** of issue of Work Order for the purpose of calculation of total cost and performance guarantee value.
3. The Performance Guarantee shall contain a claim period of three months from the last date of validity of the contract executed with the selected bidder. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, BSSS at its discretion may cancel the order placed on the selected bidder and may also invoke the EMD/bid security without giving any notice. BSSS shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or BSSS incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security is to be submitted as per format indicated in Annexure IV (Format for Performance Bank Guarantee) of this NIT.

6. Contract Signing

- 6.1. Within **3 days** of issue of the Work Order, the successful Bidder shall communicate its acceptance to the Work Order in accordance with the terms of this NIT.
- 6.2. Within **15 days** of the acceptance of Work Oder, the successful bidder shall execute the Services Agreement/contract and the Non-disclosure agreement (NDA) as per Annexure V.
- 6.3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the BSSS in its sole discretion), the BSSS shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
- 6.4. The successful bidder is expected to commence its service **immediately** from the date of signing the contract between BSSS and the Selected Bidder.
- 6.5. This contract shall be valid for an initial period of **24 months (Twenty four months)** only, which can be extended for another 12 months on the same terms and conditions. The decision of contract extension shall be solely at the option of BSSS and cannot be claimed by the selected agency as a matter of right.
- 6.6. Further, BSSS reserves the right to terminate the contract with empaneled agency after completion of a year based on the performance review. BSSS doesn't require to provide any reason for such termination of contract.

- 6.7. The Agreement shall commence from as of the date written above and shall remain enforce for a period of one year unless terminated by BSSS giving notice effective immediately following a breach by the provider.

7. Failure to Agree with the Terms and Conditions of the NIT

Failure of the successful bidder to agree with the terms and Terms & Conditions of the NIT shall constitute sufficient grounds for the annulment of the award, in which event BSSS may award the contract to the next best value bidder or call for new tenders from the interested bidders. In such a case, the BSSS shall invoke the PBG or EMD (as the case may be) of the most responsive bidder.

8. Payment Terms

- 8.1. The payments shall be made to the selected agency on the basis of the fee quoted by the L1 bidder in its financial bid.
- 8.2. After completion of every year of engagement and service delivery, an increment may be given over the previous year's service charge shall be allowed to be payable to the agency if the agreement gets extended for another year. The selected agency shall write to the BSSS for increase in the service charge payable against the deployed resources.
- 8.3. The payment/invoicing shall be done as per the terms and timelines decided by BSSS upon submission of invoice by the selected bidder to BSSS.
- 8.4. The selected agency shall maintain the attendance details of all the deployed resources manually.
- 8.5. The selected agency must submit the salary breakup of each employee deployed by it to the BSSS along with the invoice and attendance details for payment.
- 8.6. The salary breakup format must be approved by the designated authority of the BSSS.
- 8.7. GST shall be paid (as per applicable rate) to the selected bidder by BSSS on their invoices however all other taxes, cess, levies, duties and any other incidental direct/indirect costs shall be borne by the selected bidder.
- 8.8. BSSS shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
- 8.9. Advance payments will not be made.
- 8.10. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 8.11. The fee quoted by the Bidders must be inclusive of the following:
- i. Cost for all the activities/scope of work as mentioned in the NIT document and
 - ii. No extra item will be considered for payment
- 8.12. The bidder shall include the entire cost of executing the mentioned Scope of work including:
- i. Supporting human resource, human resource hiring cost, out of pocket expenses and any other incidental charges.
 - ii. Cost of material, human resource, transportation etc.
 - iii. Any other cost direct or hidden, not mentioned above.

- 8.13. Service Fee entered into Financial Bid format Annexure III and duly signed by the authorized representative of the bidder shall only be considered. The fee and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.
- 8.14. Payments as stipulated above shall be subject to meeting the service levels by the selected bidder and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document or Agreement, will be deducted from the payments.

9. Penalties

- 9.1. All staff has to be deployed within 15 days of the issuance of Work Order. In case of failure, 2% of monthly remuneration per person per month for vacant positions will be deducted.
- 9.2. If replacement of the resources have to be carried out and there is a gap of more than 15 days (the original resource leaving the job and new resource has not joined) then penalty of 5% of the monthly remuneration of such resource per week shall be applicable.
- 9.3. If the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Administrative Officer, BSSS shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non- observance of the terms of contract.

10. Instructions to Bidders

10.1. General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the NIT.
2. Terms and conditions of NIT, the agreement and any further instructions issued by BSSS shall govern the relationship between the bidder and BSSS. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of BSSS.
4. BSSS may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of BSSS.
5. This NIT document is non-transferable
6. The NIT should not be used to market the bidder's product or services.

10.2. Availability of NIT Document

BSSS has published the NIT on - Website (<https://eproc2.bihar.gov.in>)

10.3. Earnest Money Deposit (EMD)

The tender must be accompanied with Earnest Money Deposit (EMD) of **Rs. 4,26,000/- (Four Lakh twenty six thousand Rupees Only)** transferred through e-payment mode (Internet Banking/Credit Card/Debit Card etc.) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>)

10.4. Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of quotation and in providing any additional information required by BSSS to facilitate the evaluation process.
2. BSSS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This NIT does not commit BSSS to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this NIT.
4. All materials submitted by the bidder will become the property of BSSS and may be returned completely at its sole discretion.

10.5. Consortium and Sub-Contracting

Neither subcontracting nor bidding as a consortium is **allowed** for implementation of any component under the scope of this project.

10.6. Debarment from Bidding

10.6.1. The bidder shall be debarred if they have been convicted of an offence –

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

10.6.2. A bidder debarred under Section 10.6.1 (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

10.7. Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution.

10.8 Language English only

The Tender must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

10.9 Complete and Compliant Responses

- 10.9.1 Bidders are advised to study all instructions, forms, requirements and other information in the NIT document carefully. Submission of the tender shall be deemed to have been done after careful study and examination of the NIT document with full understanding of its implications.
- 10.9.2 The response to this NIT should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Tender non-compliant and the Tender may be rejected. Bidders must-
 - 10.9.2.1 Include all documentation specified in this NIT;
 - 10.9.2.2 Follow the format of this NIT and respond to each item in the order as set out in this NIT;
 - 10.9.2.3 Comply with all requirements as set out in this NIT.

10.10 Late Bids

- 10.10.1 All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in Fact Sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. BSSS shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. BSSS reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
- 10.10.2 Given that the bid submission has to be **made electronically on** e-Procurement Portal website (<https://eproc2.bihar.gov.in>), it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. BSSS shall not entertain any bids which could not be submitted properly for whatsoever reasons.
- 10.10.3 BSSS may, in exceptional circumstances and at its discretion, extend the deadline for submission of tender by issuing an addendum/corrigendum on e-Procurement portal website (<https://eproc2.bihar.gov.in>) or by intimating all bidders who have participated in pre-bid, in writing or through e-mail. In such case all rights and obligations of BSSS and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

10.11 Tender Submission Format

The entire tender shall be submitted strictly as per the format specified in this NIT and any deviation may result in the rejection of the tender. Refer Section 5.2 Bid Submission Format for the format for Tender Submission.

10.12 Amendment of the NIT

At any time prior to the deadline for submission of the tenders, BSSS, for any reason, may modify the NIT by amendment/corrigendum and it shall publish the same on e-Procurement portal website (<https://eproc2.bihar.gov.in>). Such amendments/ corrigendum shall be binding on the Bidders. Bidders are requested to regularly visit (<https://eproc2.bihar.gov.in>) and check for themselves regarding any addendum/corrigendum issued to the NIT. BSSS shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the e-Procurement portal website (<https://eproc2.bihar.gov.in>) for NIT related updates/information.

10.13 Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. BSSS may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.

10.14 Right to the Content of Tender

All bids and accompanying documentation of the tenders will become the property of BSSS and will not be returned after opening of the bids. BSSS is not restricted in its rights to use or disclose any or all of the information contained in the tender and can do so without compensation to the bidders. BSSS shall not be bound by any language indicating the confidentiality of the tender or any other restriction on its use or disclosure.

10.15 Disqualification

The Tender is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this NIT:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming quotation;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Tender is conditional and has deviations from the terms and conditions of NIT.
4. The Tender is received in an incomplete form;
5. The Tender is received after the due date and time;
6. The Tender is not accompanied by all the requisite documents;
7. The Tender is submitted without the EMD.
8. The information submitted in the Tender is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;

10.16 Limitation of Liability

Except in case of gross negligence or willful misconduct, Bidder's total liability shall be limited to the Contract Value mentioned in all the SOWs/Work Order entered between BSSS and the selected Bidder till the date on which such liability arises except in case of breach of indemnifications obligations, confidentiality and security obligations.

Neither BSSS nor the Bidder shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

10.17 Confidentiality

Information relating to the examination, clarification and any other purpose of the NIT shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its quotation.

10.18 Fraud and Corrupt Practices

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 in this NIT, the BSSS shall reject a Tender 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 (collectively the "Prohibited Practices") in the selection process. In such an event, BSSS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG, as the case may be.
2. Without prejudice to the rights of BSSS under clause above and the rights and remedies which the BSSS may have under the Agreement, if a Bidder is found by 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, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or NIT issued by BSSS during a period of 3 years from the date such Bidder is found by BSSS to have directly 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.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt Practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action 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 BSSS who is or has been associated in any manner, directly or indirectly with the selection process or the Work Order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BSSS shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of BSSS in relation to any matter concerning the

Project;

- b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;
- d) "Undesirable Practice" means
 - i. establishing contact with any person connected with or employed or engaged by 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
- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

10.19 Right to Terminate the Process

- 1. BSSS may terminate the NIT process at any time and without assigning any reason. BSSS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2. This NIT does not constitute an offer by BSSS.

10.20 Conflict of Interest

- 1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BSSS shall forfeit and appropriate the PBG, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the BSSS for, inter alia, the time, cost and effort of the BSSS including consideration of such Bidder's Quotation, without prejudice to any other right or remedy that may be available to the BSSS hereunder or otherwise.
- 2. BSSS requires that bidders provide professional, objective, and impartial services and at all times hold the BSSS's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BSSS.
- 3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a. The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest.
 - b. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Tender of either or each of the other Bidder; or
 - d. There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having

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common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the BSSS for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or

4. A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
5. The bidding organization shall not be working as Insurance Company/ Implementation Support Agency or Third-party Agency or Ayushman/Arogya Card Approver Agency or Audit Agency in the state. During the currency of this contract, selected agency shall not participate in the activities which shall be in conflict of interest with the role of agency.
6. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the BSSS in continuation of this project or to any subsequent services performed for the BSSS where the conflict of interest situation does not arise.
7. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the BSSS as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such tenders and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The BSSS shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.
8. The contract is awarded to such Bidder only which has no conflict of interest i.e. such Bidder should not be working as IC/ISA/TPA or Ayushman/Arogya card approver agency or audit agency.

Annexures

Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in Microsoft (MS) excel in the following format-

Sheet 1: Bidder's Information

| Information Sought | Bidders' Details |
|-----------------------------|------------------|
| Name (Authorized Signatory) | |
| Designation | |
| Company | |
| Address | |
| Contact Number | |
| e-Mail ID | |
| Date | |

Note: Please paste the table above in email body as well

Sheet2: Clarification Requested/Format for pre-bid query submission

| # | Volume (I/II) | Page No | Section No. | Section Name | Statement as per NIT document | Query by bidder |
|---|---------------|---------|-------------|--------------|-------------------------------|-----------------|
| | | | | | | |

1. Page Number – Page Number of this NIT as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.

Section No. – Example– '8' and not 'Section 8'

Section Name – Example – Scope of Work (Should be exactly the same as provided in the NIT)

Note–

11. The queries are to be submitted in the format provided above only and as per schedule (refer section 2 (fact sheet)) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the BSSS shall not be responsible for the same and such queries may be discarded from providing any response.
12. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
13. The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
14. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to BSSS.

Annexure II: Technical Bid Format - Declaration & Undertaking

Form 1: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<To be printed on Stamp paper of Rs. 100/- (Rs. One Hundred Only)

We confirm that our company _____ as on date of submission of the Tender is not blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

Handwritten signatures in blue ink at the bottom left of the page.

Annexure III: Financial Bid format

<No.....><Location, Date>

To
< _____ >

Subject: Submission of the financial bid for NIT for <>

Dear Sir/Madam,

We, the undersigned, offer to provide services with reference to your Notice Inviting Tender bearing number <insert NIT no.> dated <insert date> and our Quote.

Our Financial Bid is provided in the form below.

| Description | Rate | |
|---|------------------------------------|----------|
| | In Figures (Upto 2 decimal places) | In Words |
| Lump-sum Monthly Service Fee payable per staff [inclusive of all taxes, duties, levies, expenses (if any) except GST] | | |

Note:

1. The price quoted in our bid is in accordance with the terms as specified in the NIT documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final NIT document.
2. We hereby confirm that our prices include all taxes and levies (if any) except GST
3. We understand that the actual payment would be made as per the existing GST rates during the time of payment.
4. All prices quoted are in ₹ (Indian rupees)
5. UNIT RATES (if applicable)- We have indicated in the relevant forms the unit rates.
6. BID PRICING-We further confirm that the prices stated in our bid are in accordance with your Instructions to Bidders included in NIT documents. We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.
7. TECHNICAL BID - We confirm having submitted the information as required by you in your Instructions to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We hereby submit our financial Bid, which is unconditional and unqualified. We have examined the NIT, including all the Addenda.

We further confirm that we are submitting this Financial Bid under and in accordance with the terms of the NIT.

Dated this day of _____ 2023__

(Signature)

(Insert Name of the Authorized Signatory)

In the capacity of [Position]

Duly authorized to sign this Bid for and on behalf of [Name of Bidder]

Annexure IV: PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 5.6 of this NIT document.

Our Financial Bid shall be binding upon us subject to expiration of the validity period of the Bid. We understand you are not bound to accept any Bid you receive.

We agree to abide by all the terms and conditions of this NIT document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....
Date.....

To

<____>

Dear Sir,

15. In consideration of the State Health Agency, Government of India, on behalf of the CEO, Bihar Swasthya Suraksha Samiti (BSSS) on behalf of the Agency, (hereinafter referred to as the 'SHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Selected Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the selected bidder, resulting in a Contract, bearing No..... dated..... valued at..... for..... (scope of Contract) and the selected bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. (in words & figures).
16. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors

and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the selected bidder merely on a demand from the SHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SHA by reason of breach by the said selected bidder of any of the terms or conditions contained in the said Agreement or by reason of the selected bidder failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the SHA and the selected bidder or any dispute pending before

17. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the SHA discharges this guarantee.
18. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the selected bidder. The SHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the selected bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the SHA and the selected bidder or any other course or remedy or security available to the SHA. The Bank shall not be released of its obligations under these presents by any exercise by the SHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the SHA or any other indulgences shown by the SHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
19. The Bank also agrees that the SHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the selected bidder and notwithstanding any security or other guarantee the SHA may have in relation to the selected bidder liabilities.
20. This guarantee will not be discharged due to the change in the constitution of the Bank or the selected bidder.
21. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to ₹..... (in words & figures).
 - b) This Bank Guarantee will be valid up to.....; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2022 at.....

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

Annexure V: NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

.....having its office at

----- India hereinafter referred to as 'Purchaser' or 'SHA' or 'Disclosing Party', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, or under any other law applicable under the laws of India, having its registered office at <***> (hereinafter referred to as 'the Agency/Receiving Party' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. Purchaser is desirous to implement the project of ----- --.
2. The Purchaser and AGENCY have entered into a service agreement in furtherance of the Project.
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in the Agreement.

Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- (f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
- (h) references to times are to Indian standard time;
- (i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

Term

This Agreement will remain in effect for perpetuity from the date of execution of this Agreement and/or Service Agreement ("Term").

Scope of the agreement

- (a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or

otherwise as confidential after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

Obligations of the receiving party

The Receiving Party shall:

(a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.

(c) cause its employees to comply with the provisions of this Agreement and get an individual NDA signed from such employees which replicates the provisions of confidentiality as dealt in this Agreement;

(e) prevent disclosure of Confidential Information to third parties;

Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

Ownership of the confidential information

(a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b) By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

(d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make

any purchase or sale, or to enter into any additional agreement of any kind.

Dispute resolution

(a) If a dispute arises in relation to the conduct of this Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

(b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c) The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of Patna to entertain any disputes.

(d) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Variation

This Agreement may only be varied/amended in writing and signed by both Parties.

Entire agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of

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care with reference to, or any liability to, any person not a Party to this Agreement.

Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

Removal of difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the AGENCY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

Am H Se [Signature]