

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



बिहार सरकार

BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

2nd Floor, Block-3, Secretariat Extension Building, Old Secretariat, Patna-800015

Website:-<https://biswass.bihar.gov.in/> E-mail:- abnhpmbihar@yahoo.com Telephone:- 0612-2233504

e-tender (NIT) Reference No.:- 07/ BSSS/Integrated Card Creation , Printing & Delivery/ 2025-26
e-Procurement Mode only (<https://eproc2.bihar.gov.in>)

Notice Inviting Tender (NIT) for empanelment of Agency (ies) for Integrated Card Creation, PVC card printing and Delivery under AB-PMJAY& MM-JAY in the State of Bihar.

1. The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to empanel Agency (ies) for Integrated Card Creation, PVC Card Printing and Delivery to the entitled beneficiaries of the Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) and Mukhyamantri Jan Arogya Yojna (MM-JAY) in the state of Bihar.
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

Sr. No.	Event Description	Timeline
3.1	Date & time of downloading the RFP	From 05:00 PM on 25/11/2025, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.2	Last date & time for submission (upload) of online bidding document.	16/12/2025 till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.3	Date & Time of opening of Technical Bid	17/12/2025 at 11:00 AM on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.4	Date & Time of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in) or (biswass.bihar.gov.in) or both
3.5	Pre-bid Meeting (Date & time)	03/12/2025 from 11:00 AM to 12.00 Noon
3.6	Pre- bid Meeting Venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2 nd Floor, Old Secretariat, Patna.

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. 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.
5. 'Tender Processing Fee (TPF)' amount as per the eproc2 portal 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.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 96,00,000/- (Rupees Ninety Six lakh only) transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). Exemption in EMD applicable as per Finance Department Notification no M-4-03/2021/8550/F dated 07/08/2024 regarding Bihar Purchase Preference Policy 2024.



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7. 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."
 8. 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.
 9. The Bidding documents shall be submitted in the mode as mentioned below:

(a) Earnest Money Deposit (EMD)	Online Mode
(b) Technical Bid	Online Mode
(c) Financial Bid	Online Mode

10. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of tender or amendment to tender or cancel the tender without assigning any reasons at any stage and time.
11. For further enquiry and information, please contact to the following officers during office hours 9:30 AM to 6:00 PM – **BIS Manager, BSSS (Mobile No. 9264471487) 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>) or (biswass.bihar.gov.in) or both 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)

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राज्य स्वास्थ्य अभिकरण



बिहार सरकार

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NOTICE INVITING TENDERS (NIT)

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5. 'Tender Processing Fee (TPF)' amount as per the eproc2 portal 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.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 96,00,000/- (Rupees Ninety Six lakh only) transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). Exemption in EMD applicable as per Finance Department Notification no M-4-03/2021/8550/F dated 07/08/2024 regarding Bihar Purchase Preference Policy 2024.
7. 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."
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9. The Bidding documents shall be submitted in the mode as mentioned below:

(a) Earnest Money Deposit (EMD)	Online Mode
(b) Technical Bid	Online Mode
(c) Financial Bid	Online Mode

10. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of tender or amendment to tender or cancel the tender without assigning any reasons at any stage and time.

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Administrative Officer,
Bihar Swasthya Suraksha Samiti (BSSS)

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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)".
 - 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 e-Procurement portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of submission of Tender Documents.
 - 1.2.4. **Submission of bids:** Bids are to be submitted through online mode to the e-Procurement 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 to the BSSS, 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 its totality in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 1.2.6. The bidder/agency shall have to quote for every line item in the Financial Bid Format. If the bidder doesn't quote for any line item in the Financial Bid format, then his proposal will be disqualified.
 - 1.2.7. The bidder/agency has to quote the price(s) considering all the factors, any other charges and all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. GST if applicable, will be paid by the Bihar Swasthya Suraksha Samiti (BSSS) or the authority decided by the BSSS as per the prevailing rates/rules. The price shall be quoted in the online mode only. Please refer "**Annexure-F**" for information regarding Financial Bid.
 - 1.2.8. The bid (technical and financial) along with EMD shall be submitted on or before the last date of submission in online mode only as mentioned in **Clause-3, Notice Inviting Tender (NIT)**.
 - 1.2.9. Exemption of EMD shall be given as per Bihar Purchase Preference policy 2024, subject to submission of relevant documents in support of exemption applied as per policy. No other exemption shall be given.

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.

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>.

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 one day before the Pre-bid meeting.

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.

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

Date & Time:	03/12/2025 from 11:00 AM to 12.00 Noon
Venue:	Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3, 2nd Floor, Old Secretariat, Patna
Contact person:	Mr. Randhir Kishore- Procurement Manager, Mob. no. 9264471413

5.5 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request within one day before of the date of the Pre-bid meeting. The BSSS shall upload written response on the e-Procurement portal <https://eproc2.bihar.gov.in> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of **Section II, Clause 5** above shall be issued, which shall be binding on all prospective bidders.

5.6 The clarification requests shall necessarily be submitted in the following format (in MS Excel as well as signed pdf format):

Sr No	Page No (RFP)	Section/ Clause No (RFP)	Content of RFP requiring clarification	Change/Query/Clarification requested	Remarks

6. Earnest Money Deposit (EMD)

12. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 96,00,000/- (Rupees Ninety Six lakh only) transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). Exemption in EMD applicable as per Finance Department Notification no M-4-03/2021/8550/F, dated 07/08/2024 regarding Bihar Purchase Preference Policy 2024, bidder applying for exemption under the said policy should submit relevant supporting documents.

6.1 It may be noted that no bidder is exempted from the deposit of EMD except for bidders eligible under Bihar Purchase Preference Policy 2024. Tenders submitted without EMD shall be summarily rejected, which shall be at the risk of agency, avoiding any unwarranted litigation.

6.2 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.

6.3 Earnest money is required to protect the BSSS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.

6.4 The EMD/ Bid Security shall be forfeited by the BSSS hereunder or otherwise, under the following conditions:

6.4.1 If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6.4.2 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;

6.4.3 In the case of selected bidder, if it fails within the specified time limit:

a) to sign the contract and/or

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

7. Preparation of Tender

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

(1) Earnest Money Deposit (EMD)	Online
(2) Technical Bid	Online
(3) Financial Bid	Online

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 Following required evaluation criteria must be submitted through online mode on e-Procurement Portal <https://eproc2.bihar.gov.in>:
- Forwarding Letter for Technical Bid, as per "Annexure-A"
 - Authorization Letter for Signing of the Proposal (Power of Attorney), as per "Annexure-B"
 - Particulars of the bidders, as per "Annexure-C"
 - Affidavit A duly notarized declaration (for not being blacklisted) from the bidder should be submitted in the format given in the "Annexure-D". (Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner)
 - Self-attested copy of establishment of the entity under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882.
(Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner)
 - Self-attested copy of 'Experience Certificate/ Work Completion Certificate' issued by the client, along with 'Contract/ MoU/Work Order' highlighting the required experience.
 - Address Proof/ Undertaking:
 - Electricity bill/ telephone bill of last 3 months - on the name of bidder, OR
 - Agreement/Undertaking about willingness to open office in Patna, within 30 days of signing of contract, if selected.
 - Self-attested copy of audited Balance Sheet along with audited Financial Statement i.e. Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Limited Liability Partnership Act or Proprietorship firm) or Income and Expenditure account statement (if the bidder is registered under Societies Act or Trust Act) for financial years FY 2022-23, FY 2023-24 & FY 2024-25.
(Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner).
 - Turnover certificate issued by Chartered Accountant (must be mentioned Membership No., UDIN No. & Date) certifying the turnover related to similar nature of work for FY 2022-23, FY 2023-24 & FY 2024-25
(Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner).
 - Self-attested copy of the Income Tax Returns (ITR) for Assessment Year AY 2023-24, AY 2024-25 & AY 2025-26
(Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner).

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- k) Self-attested copy of the **PAN** Registration and certificate of registration of **GST** issued by the appropriate authority valid as on date of submission of tender documents.
(Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner).
- l) Self-attested copy of the certificate of registration of **ESI and EPF** (if applicable) issued by the appropriate authority valid as on date of submission of tender documents along with latest paid voucher. However, if the ESI and EPF is not applicable, to the agency, then they shall submit a notarized affidavit of non-applicability of ESI and/or EPF to BSSS as per 'Annexure-G'.
(Applicable for Sole Bidder or for Consortium shall mean each of the Partners including the Lead Partner).
- m) A duly notarized declaration of the bidder in the format given in the 'Annexure-D'
- n) In the case of consortium, the partners shall have to mandatorily submit the following:
- a) Board resolutions for bidding entities for each partner(s) including lead partner in the consortium, as per format "Annexure-J".
 - b) "Memorandum of Understanding (MoU) - Consortium", as per format given in "Annexure-K".

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.
- 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.

9. Bid Evaluation Procedure

To establish the bidder's competency and capabilities, the evaluation of the bids will be done in three stages as mentioned below:

Stage-1:

- Evaluation of Pre-Qualification Proposal to establish the Eligibility Claim.

Stage-2:

- Evaluation of Technical Proposal

Stage-3:

- Evaluation of Financial Proposal

On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in preceding sections.

- All those bids meeting the Pre-Qualification Criteria would progress to the next level of evaluation i.e., Technical Bid Evaluation.

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- Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e., Financial Bid Evaluation.

9.1 Stage-1 of Evaluation of Pre-Qualification Proposal

At this stage, only Pre-Qualification criteria evaluation would be considered. Financial bids/proposals would not be opened at this stage.

- **Evaluation of Pre-qualification Proposal:**

An "Evaluation Committee" would perform an initial review of the pre-qualification proposals and the proposals shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

The pre-qualification criteria are listed out in **Section IV**

9.2 Stage-2 of Evaluation of Technical Proposal

- **Evaluation of Technical Proposal:**

Technical Evaluation of only eligible bidders would be carried out in the following manner:

- a) The bidder's proposal in the bid document will be evaluated as per the requirements specified in this NIT and bidder is required to provide details under Section V: Technical Evaluation Criteria"
- b) After technical evaluation of each bid in line with the above mentioned conditions, "Technical marks" out of a maximum of 100 marks will be assigned to each bidder.
- c) The bidder who score **70 or more marks** in technical bid evaluation, will qualify for the state-3 evaluation i.e. financial bid.
- d) The detailed calculation and selection process is explained in "Section II, 8. Selection Process" of this NIT.

9.3 Stage-3 Evaluation of Financial Proposal

Financial bids of only technically qualified bidders shall be opened and considered for Combined Technical & Financial Score (CTFS) evaluation. The detailed calculation and selection process is explained in this NIT.

SECTION III

PRE-QUALIFICATION CRITERIA

Bidders should submit the below listed this compliance checklist along with their Pre-Qualification Proposal:

Sl. No.	Basic Requirement	Specific Requirements	Documents required to be submitted
1.	Legal Entity	The Bidder (sole bidder or for consortium shall mean each of the partners including the lead partner) must be an established entity under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882	<p>For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.</p> <p>For Partnership Firm- Registration Certificate issued under Partnership Act 1932, along with Partnership deed.</p> <p>For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008</p> <p>For Society/ Trust - Certificate issued under Societies Registration Act 1860/ Indian Trust Act 1882.</p> <p>In the case of consortium, apart from the above certificates to be provided by each of the partners, the consortium, shall have to submit,</p> <p>(a) Board resolutions for individual partner(s) including lead partner in the consortium, as per format "Annexure-I"</p> <p>(b) "Memorandum of Understanding (MoU) - Consortium" in the format mentioned in "Annexure-J".</p>

2.	Total Turnover	The bidder (sole bidder or for consortium shall mean lead partner) must have minimum average annual turnover of Rs. 25 Cr during the financial year's FY 2022-23, FY 2023-24 & FY 2024-25, as evidenced by the audited accounts of the bidder.	1. CA Certificate with CA's Registration Number/ Seal with valid UDIN No. 2. Audited balance sheet and Statement of Profit & loss account.
3.	Net Worth	The bidder (sole bidder or for consortium shall mean lead partner) should have positive net worth at the close of the preceding financial year. Note: Net worth of any parent, subsidiary, associated or other related entity will not be considered.	<ul style="list-style-type: none"> • Certificate issued by Statutory Auditor/CA for Turnover with Unique Document Identifier Number (UDIN). (Please refer Annexure – L)s
4.	Existence in Patna	The bidder (sole bidder or for consortium shall mean lead partner) should have an established office in Patna, or else agree to establish an office in Patna, within 30 days of signing of the contract, if selected.	Rent/lease agreement in case of Office in Patna or An undertaking on the letterhead of bidder/agency declaring that the bidder agrees to establish an office in Patna within 30 days of signing of the contract, if selected.
5.	Power of Attorney	The Bidder (sole bidder or for consortium shall mean lead partner) must submit the power of attorney of authorised signatory along with the bid	Power of Attorney with appropriate supporting document
6.	Blacklisting	The bidder (sole bidder or for consortium shall mean each of the partners including the lead partner) 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. The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/ State/ central department/ PSU.	Affidavit sworn before Public Notary/ Executive Magistrate as per "Appendix G"

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7.	Compliance	<p>The bidder (sole bidder or for consortium shall mean each of the partners including the lead partner) must provide self-attested scanned copies for (i) PAN Card, (ii) GST Registration Certificate, and (iii) Income tax returns of three assessment years AY 2023-24 AY 2024-25 & AY 2025-26</p>	<p>Self-attested copies of</p> <ol style="list-style-type: none">1) PAN Card2) GST Registration Certificate3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2023-24 AY 2024-25 & AY 2025-26
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TECHNICAL EVALUATION CRITERIA

1. This invitation is open to all organizations registered under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Indian Societies Registration Act 1860 or Indian Trusts Act 1882 or a group of legal entities (i.e. Company/LLP/Partnership Firm/Society/Trust) represented by a lead partner coming together as a consortium to implement the project. In case of consortium (maximum 2 partners including the Lead Partner), the Lead Partner must have experience of similar work in Central Govt./State Govt./PSU. However, the bidder cannot be an individual or group of individuals.
2. The technical evaluation criteria and Supporting Documents to be submitted by the bidders are as follows: -

S.No	Criterion for Bidders	Mandatory Documents	Maximum Marks
(i)	BIDDERS EXPERIENCE (PROJECT OUTPUT) The bidder must have experience in printing at least 50 Lakh Card for any scheme/project run by the Central Govt./State Govt./PSU during the FY 2022-23, FY 2023-24 & FY 2024-25. <ol style="list-style-type: none"> a. Up to 50 lakh Card Printing – 15 Marks b. Above 50 Lakh to 1 Crore Card Printing – 20 Marks c. More than 01 Crore Card printing – 25 Marks 	Self-attested copy of 'Work-Order/MoU/ Contract & Experience-Certificate' from the employer/clients evidencing the relevant experience in Central Govt./State Govt./PSU	25
(ii)	FINANCIAL CAPABILITY The bidder must have minimum average annual turnover of Rs. 25 Cr during the financial year's FY 2022-23, FY 2023-24 & FY 2024-25, as evidenced by the audited accounts of the bidder. <ol style="list-style-type: none"> a. up to Rs 25 Cr -15 Marks b. Above 25 Cr to 50 Cr. – 20 Marks c. More than 50 Cr – 25 Marks 	1.CA Certificate with CA's Registration Number/ Seal with valid UDIN No. 2.Audited balance sheet and Statement of Profit & loss account.	25
(iii)	BIDDERS EXPERIENCE (PROJECT VALUE) The bidder or consortium members have experience in ongoing or completed projects of total value in similar nature of works i.e. Integrated Card Printing in Central Govt./State Govt./PSU during the FY 2022-23, FY 2023-24 & FY 2024-25 <ol style="list-style-type: none"> I. If Project Cost is more than INR 10 Cr. (Maximum up to 04 Projects) – Maximum 20 Marks (5 marks for each project) OR	Self-attested copy of 'Work-Order/MoU/ Contract & Experience-Certificate' from the employer/clients evidencing the relevant experience in Central Govt./State Govt./PSU	20

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II. If Project Cost is more than INR 05 Cr up to 10 Cr. (Maximum up to 08 Projects) – Maximum 20 Marks (2.5 marks for each project)		
(iv) APPROACH & METHODOLOGY The Bidder should propose the Approach & Methodology for the strategy for Integrated Card Creation (e-KYC + Card Printing + Delivery)	To be signed and submitted in Technical Bid	15
(v) PRESENTATION & DEMONSTRATION The eligible bidders will be asked to give a presentation on the proposed execution plan to complete the task within stipulated time frame. Date, time and venue of the presentation will be communicated to bidders after opening of Technical proposal.	Technical presentation cum demonstration to be given by the Bidders	15

3. Upon verification of the above desired documents submitted by the bidder, if any bidder is found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility in the bidding process, the bidder shall be liable for punitive action due to its doubtful integrity also involved in such a trade, amounting to debarring from the selection & empanelment process, including the forfeiture of concerned EMD (Bid Security) with punitive and legal action at the risk of such bidder.
4. To facilitate evaluation of bids, the BSSS may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the BSSS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
5. In case the bidder is a Consortium, it has to mandatorily form a Special Purpose Vehicle (SPV) and comply with the following additional requirements:
 - (i) Number of partners in a Consortium shall not exceed 2 (Two) members.
 - (ii) An individual bidder cannot be at the same time be partner of a Consortium submitting a bid for the project. Further, a partner of a particular bidder consortium cannot be partner of any other Bidder consortium submitting a bid.
 - (iii) Partners of the consortium shall nominate one partner as the "lead partner". The nomination(s) shall be supported by a Power of Attorney (PoA), as per the format mentioned in "Annexure-B", signed by all the partner(s) of the consortium. The lead partner, then shall nominate a representative ("Authorized signatory") on behalf of the consortium, through a Power of Attorney (PoA) as per the format mentioned in "Annexure-B". The authorized representative shall sign the proposal, which would be legally binding on all the partner(s) of the consortium.
 - (iv) Board resolutions for bidding entities for individual partner(s) including lead partner in the consortium, as per format "Annexure-I"
 - (v) Partners of the consortium shall enter into an agreement "Memorandum of Understanding (MoU) - Consortium" as per the format mentioned in "Annexure-J".

- (vi) The partners of the consortium shall mandatorily form a Special Purpose Vehicle (SPV), if they are selected and awarded the contract agreement
- (vii) The minimum paid up equity and paid-up equity capital for the lead partner in the consortium shall be 51% for the entire agreement period and any extensions thereof.
6. 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>
 7. The Technical proposals of all bidders which meet the above Technical Evaluation 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.
 8. The eligibility criteria shall remain the same, if the bidder applies for single cluster or multiple clusters. In case, if the bidder has applied for multiple clusters, and qualified the eligibility criteria for one cluster, then it shall be considered technical qualified for the other clusters for which it has applied.
 9. 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.
 10. 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
 11. The financial bids of only the technically qualified bidder(s) (matching eligibility criteria) will be opened and the bidder with the highest Composite Score (CTFS) shall be identified as L1 bidder and selected as the agency to provide the required services under this contract. Refer to Annexure-F for details.
 12. If more than one bidder gets the same CTFS, the bidder with highest annual average turnover (for financial years as defined in turnover criteria of eligibility criteria) will be selected as the L1 bidder.
 13. If L1 fails to perform the services as per the terms and conditions defined in this tender document during the contract period, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

EVALUATION OF TENDERS**I. Bid Evaluation Procedure**

To establish the bidder's competency and capabilities, the evaluation of the bids will be done in three stages as mentioned below:

Stage-1:

- Evaluation of Pre-Qualification Proposal to establish the Eligibility Claim.

Stage-2:

- Evaluation of Technical Proposal

Stage-3:

- Evaluation of Financial Proposal

On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in preceding sections.

- All those bids meeting the Pre-Qualification Criteria would progress to the next level of evaluation i.e., Technical Bid Evaluation.
- Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e., Financial Bid Evaluation.

1.1 Stage-1 of Evaluation of Pre-Qualification Proposal

At this stage, only Pre-Qualification criteria evaluation would be considered. Financial bids/proposals would not be opened at this stage.

- **Evaluation of Pre-qualification Proposal:**

An "Evaluation Committee" would perform an initial review of the pre-qualification proposals and the proposals shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

The pre-qualification criteria are listed out in Section IV

1.2 Stage-2 of Evaluation of Technical Proposal

- **Evaluation of Technical Proposal:**

Technical Evaluation of only eligible bidders would be carried out in the following manner:

- e) The bidder's proposal in the bid document will be evaluated as per the requirements specified in this RFP and bidder is required to provide details under Section V: Technical Evaluation Criteria"
- f) After technical evaluation of each bid in line with the above-mentioned conditions, "Technical marks" out of a maximum of 100 marks will be assigned to each bidder.
- g) The bidder who score **70 or more marks** in technical bid evaluation, will qualify for the state-3 evaluation i.e. financial bid.

1.3 Stage-3 of Evaluation of Financial Proposal

Financial bids of only technically qualified bidders shall be opened and considered for Combined Technical & Financial Score (CTFS) evaluation. The detailed calculation and selection process is explained in this NIT.

2. The bidder must achieve at least 70 marks to qualify on technical parameters as mentioned in this section, otherwise their financial bid shall not be considered for Combined Technical and Financial Score (CTFS) evaluation.

3. **Technical Score, Financial Score and Combined Score will be calculated as mentioned below:**

- A. Technical Score:** A Tender Evaluation Committee shall be formed by the BSSS to evaluate the submitted Bids. Technical proposals of only those bidders, who are found eligible as per the eligibility criteria defined in the tender document, shall be considered for Combined Technical & Financial Score (CTFS) evaluation. The criteria of computation of technical score of each agency/bidder is mentioned below as an example only.

Name of Bidder	Technical Marks Obtained	Technical Score (TS=T/T (High)*100)
A	90	(90/90)*100=100.00
B	80	(80/90)*100=88.89
C	75	(75/90)*100=83.33

T-Technical marks obtained by the bidder

T (High) Highest Technical marks amongst the bidders

Technical Score (TS) = T/T (High)*100

- B. Financial Score:** Financial bids of only technically qualified bidders shall be opened and considered for Combined Technical & Financial Score (CTFS) evaluation. An example of computing the Financial bid score of each bidder/agency is mentioned below:

Name of Bidder	Financial Bid	Financial Score (FS=LFB/F*100)
A	500	(300/500)*100= 60.00
B	400	(300/400)*100= 75.00
C	300	(300/300)*100= 100.00

LFB Lowest Financial Bid amongst the bidders

F Financial bid of the bidder.

Financial Score (FS) = LFB/F*100

- C. Combined Technical & Financial Score (CTFS) for final selection:** Final selection of the agency shall be as per Quality -cum- Cost Based Selection (QCBS) method. The contract shall be awarded to the bidder who will score highest Combined Technical & Financial Score (CTFS) with 70:30 weightage of technical and financial score.

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Name of Bidder	Applying weightage for technical and Financial Score (TS X 0.70) + (FS X 0.30)	Combined Technical & Financial Score (CTFS)	Rank of Bidder
A	(100.00*0.70)+ (60*0.30)	88.00	2
B	(88.89*0.70) + (75*0.30)	84.72	3
C	(83.33* 0.70) + (100*0.30)	88.33	1

Hence, Bidder 'C', securing the highest Combined Technical & Financial Score (CTFS) score of 88.33 shall be considered as the selected bidder.

In case of more than one bidder with equal highest score up to 2 decimals, then the bidder with the highest Financial Score shall be declared as the selected bidder.

Also, if the financial score(s) of the bidder are the same, then the bidder with the highest average turnover (for the FY 2022-23, FY 2023-24 & FY 2024-25) shall be declared selected.

In case, the selected bidder (CTFS1) denies or fails to honour the Contract/Letter of Intent (LoI), the BSSS shall be at the freedom to award the contract to the bidder with next highest Combined Technical & Financial Score CTFS2, and CTFS3,... (in this order) to enter into an agreement with the BSSS, for providing services at a rate which is lower between quoted rate of that bidder (e.g. CTFS2/CTFS3/ in this order) and the quoted rate of the bidder having CTFS1(L1 Bidder).

For Example: If the selected bidder (CTFS1) denies to accept the LoI, then the bidder with CTFS2 will be awarded the contract at the rate which is lower between the rate quoted by the L1 bidder (CTFS1) and the rate quoted by the L2 bidder (CTFS2).

4. 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.

5. 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.
- 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

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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/bidder shall be as per the Quality -cum- Cost Based selection (QCBS) method. The Technical Evaluation of bidders shall have weightage of the 70% and the financial evaluation shall have 30% weightage respectively. The contract shall be awarded to the bidder whose Combined Technical & Financial Score (CTFS) is the highest, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per **Section III**.
- 7.4 The rate quoted by the bidder shall be applicable for all the clusters i.e., Cluster-1 and Cluster-2, Cluster-3 and Cluster-4.
- 7.5 The BSSS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating with the essential details like description of services and corresponding rates accepted, subject to the terms of contract agreement to be signed between the parties "*floated from this NIT*" having the terms and conditions etc., therein.
- 7.6 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 7.7 The BSSS reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 7.8 The successful bidder must furnish to the BSSS the required Performance Security (PS) before executing the contract/signing of the contract document/agreement positively, failing which the EMD will be forfeited, and the award will be cancelled with further appropriate actions to be taken against the bidder whatever it may be.
- 7.9 The contract agreement between Bihar Swasthya Suraksha Samiti (BSSS) and the selected service provider will be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider.
- 7.10 The contract, when executed by the parties shall constitute the entire contract between the parties in connection with the services and shall be binding upon the parties. BSSS reserves the right to

modification/amendment the terms and conditions of Contract or any other modification/amendment of the contract.

- 7.11 The Bidder with the highest CTFS shall be declared as the selected bidder (L1 Bidder). The Bihar Swasthya Suraksha Samiti (BSSS) may empanel a minimum of one or more agencies in addition to the L-1 bidder to work at the L-1 rate or the rate quoted by the respective bidder whichever is less. BSSS reserves the right to assign one or more cluster(s) to the empanelled agency (ies). In case BSSS decides to empanel multiple agencies, the empanelment of the agencies will be decided as ***"the bidder with the highest CTFS shall be given preference to opt maximum 2 clusters out of 4 and remaining 2 clusters shall be awarded to the bidder with second highest CTFS and third highest CTFS respectively. The preference for selection of clusters will be given in sequence i.e. L1 (Highest CTFS score) for their choice of 2 clusters max, L2 (Second highest CTFS score) for 3rd cluster and the 4th cluster may be awarded to the L3 (Third highest CTFS score) bidder"***
- 7.12 If more than one bidder gets the same CTFS, the bidder with highest annual average turnover (for financial years as defined in turnover criteria of eligibility criteria) will be selected as the L1 bidder for a cluster.
- 7.13 In case, the selected bidder (CTFS1) denies or fails to honour the Contract/Letter of Intent (LoI), the BSSS shall be at the freedom to award the contract to the bidder with next highest Combined Technical & Financial Score CTFS2, and CTFS3.... (in this order) to enter into an agreement with the BSSS, for providing services at a rate which is lower between quoted rate of that bidder (e.g. CTFS2/CTFS3/ in this order) and the quoted rate of the bidder having CTFS1(L1 Bidder).
- For Example: If the selected bidder (CTFS1) denies to accept the LoI, then the bidder with CTFS2 will be awarded the contract at the rate which is lower between the rate quoted by the L1 bidder (CTFS1) and the rate quoted by the L2 bidder (CTFS2).***
- 7.14 If L1 fails to perform the services as per the terms and conditions defined in this tender document during the contract period, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.
- 7.15 The BSSS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties ***"floated from this NIT"*** having the terms and conditions etc., therein.
- 7.16 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)**
- 7.17 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 Intent (LoI) 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

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SECTION—V

SCOPE OF WORK (SOW)

1. The selected agency shall be responsible for:
 - I. Integrated Card Creation, PVC card printing and delivering it to the correct beneficiary (e-KYC + Card Printing + Card delivery) to the entitled beneficiaries.
 - II. PVC Card printing + delivery to the beneficiaries whose e-KYC is already done by the state.
2. The tentative target numbers for each district is given in Sr. No. 17 which is calculated on the basis of NFSA cards in the state. The agency shall be responsible to do all necessary engagements (Camps/Door to Door surveys etc.) for identifying and doing e-KYC followed by PVC card printing and delivery for each beneficiary.
3. The selected agency shall be responsible for printing PVC Ayushman Cards for the identified and approved beneficiaries by the state, and delivering it to the respective beneficiaries through an authentication mechanism (e.g. Bio auth/Iris/Aadhaar OTP etc.) through NHA portal to ensure that the correct recipient has received the card.
4. The agency shall be responsible to have its offices at each selected District in the state, located at District Headquarters or nearby District Headquarters and deploy the requisite manpower along with the necessary hardware, required infrastructure, workspace, and internet connectivity for carrying out the e-KYC, printing activities mentioned herein at their own cost.
5. The agency shall be responsible to have adequate logistics arrangements in the entire state for delivery it to the correct beneficiaries, irrespective of the location i.e. District/Block/Village/Panchayat/Home.
6. The selected agency shall be paid a fixed amount per unique 'Ayushman Card' as per the contracted rate for e-KYC + Card Printing + Card delivery to the respective beneficiaries.
7. The agency shall ensure to have segregated plans for the e-KYC, card printing and delivery of the 'Ayushman Cards' to the correct beneficiaries.
8. The agency shall be responsible to ensure all the necessary procedures and compliances for e-KYC, Card printing and delivery as per the specifications and design approved by NHA/SHA with the unique ID under the scheme and shall keep updating as per the guidelines/Office Memorandums issued by NHA/SHA.
9. The agency may have necessary mechanism/setup such that for any beneficiary, card printing can be done at the same time of e-KYC and handing over the Ayushman Card to the beneficiary or do the e-KYC in batches of one month, and doing the card printing and delivery in cycle of one month.
10. The Selected Agency should ensure 100% printing of 'Ayushman Cards', and also maintain the compliance in line with the NHA/SHA guidelines and specification.
11. The agency shall be eligible to claim the amount of one successful Ayushman Card only if the delivery is completed with an appropriate authentication mechanism as indicated above.
12. Agency shall be responsible to sharing all necessary reports/details of 'Ayushman Cards' with DIU and BSSS on daily/weekly/monthly basis as per the format designed and shared by the BSSS. Agency shall work under supervision of SHA and its authorized officers.
13. NHA/SHA's guideline for issuance of Ayushman Card as amended from time to time will be applicable to all the service providers.

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14. The selected agency shall ensure the availability of following things at its office at district Level:

- I. Adequate Human Resources at each centre for providing the services
- II. Necessary IT & Non-IT infrastructure to do the e-KYC, card printing and delivering with authentication mechanism

15. The State is divided into 4 Clusters comprising all the 38 districts, and BSSS intends to select cluster-wise agencies for e-KYC, Card printing and delivering 'Ayushman Cards' in the state of Bihar.

16. Clusters have been formed keeping in view the geographical location of the districts as well as equal number of equivalent number of beneficiaries in each cluster as far as possible.

17. Cluster-wise indicative number of entitled beneficiaries in the state are as follows:

Cluster	District Name	Target of Individual	Individual. Verified	% Verified	Remaini ng Individual	% Remaini ng Indv.	Cluster Total
Cluster -1	Purbi Champaran	4366996	1538342	35.23	2828654	64.77	25852249
	Gopalganj	1703611	1041995	61.16	661616	38.84	
	Muzaffarpur	4702644	2003511	42.60	2699133	57.40	
	Sheohar	1199917	294493	24.54	905424	75.46	
	Sitamarhi	3531326	1390921	39.39	2140405	60.61	
	Siwan	3095466	1510959	48.81	1584507	51.19	
	Vaishali	3462331	1697129	49.02	1765202	50.98	
	Pashim Champaran	3789958	1209372	31.91	2580586	68.09	
Cluster -2	Araria	2736519	824743	30.14	1911776	69.86	22924220
	Darbhanga	3471579	1856625	53.48	1614954	46.52	
	Kishanganj	2049840	648682	31.65	1401158	68.35	
	Madhepura	1741701	1067208	61.27	674493	38.73	
	Madhubani	4205714	1685882	40.09	2519832	59.91	
	Saharsa	2390536	836554	34.99	1553982	65.01	
	Samastipur	4034230	1780361	44.13	2253869	55.87	
	Supaul	2294101	1183596	51.59	1110505	48.41	
Cluster -3	Arwal	450661	347201	77.04	103460	22.96	23684331
	Aurangabad	1997768	904094	45.26	1093674	54.74	
	Bhojpur	1958832	1100741	56.19	858091	43.81	
	Buxar	1147250	708024	61.71	439226	38.29	
	Gaya	3275686	1423094	43.44	1852592	56.56	
	Jehanabad	786730	437772	55.64	348958	44.36	
	Kaimur(Bhabua)	1093683	777117	71.06	316566	28.94	
	Nawada	2291771	806007	35.17	1485764	64.83	
	Patna	4829668	2055099	42.55	2774569	57.45	
	Rohtas	2678135	1221231	45.60	1456904	54.40	
	Saran	3174147	1331151	41.94	1842996	58.06	
Cluster -4	Banka	1651515	883042	53.47	768473	46.53	22769052
	Begusarai	2426450	1255602	51.75	1170848	48.25	
	Bhagalpur	2459662	1356540	55.15	1103122	44.85	
	Jamui	1369621	690862	50.44	678759	49.56	

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Katihar	2669807	1120333	41.96	1549474	58.04
Khagaria	1491755	651353	43.66	840402	56.34
Lakhisarai	1456006	432128	29.68	1023878	70.32
Munger	2034764	486051	23.89	1548713	76.11
Nalanda	2860543	1231469	43.05	1629074	56.95
Purina	3361416	977180	29.07	2384236	70.93
Sheikhpura	987513	273193	27.66	714320	72.34

18. The Selected Bidder/ Agency shall be solely responsible for any act of omission or commission by the manpower deployed by it including the financial loss which may be suffered by BSSS or State Government as also for any criminal act by its manpower.

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SECTION-VI

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 Two (02) Years from the date of agreement and may be extended further for one more year 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. 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.

4. Start of Services

- 4.1. The selected agency shall commence services in all the district sby establishing its offices at all selected Districts in the state in full conformity to the contract, within 30 days of signing of the agreement.
- 4.2. 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 estimated liquidated damages as follows:
 - a) **Rs. 10,000/- per week per District** of delay in full-conformity to the contract, within the defined timeline of 30 days from the date of signing of the contract.
 - b) If the selected agency fails to start the services within 90 days, the contract may be terminated, and the selected agency may be blacklisted along with the forfeiture of performance security to which, the selected agency shall have no claims.

5. Sub-Contracts

Sub-letting/ Sub-contracting of the contract would not be allowed under any circumstances, and the contract may be terminated including forfeiture of Performance Security and Blacklisting 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/ software procurement and maintenance

6. 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.

7. Payments

- 7.1. The financial bid submitted by the Agency shall remain firm for the entire duration of the project.
- 7.2. The payment will be made on quarterly basis to the agency by the BSSS, against the invoices (As prescribed under GST Act) raised against the total number of 'Ayushman Cards' printed and delivered to the respective beneficiary. If applicable, GST on amount payable by the Authority will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.
- 7.3. The selected agency will raise its invoices (As prescribed under GST Act) and submit to Bihar Swasthya Suraksha Samiti (BSSS) on-or-before the 10th day of every quarter.
- 7.4. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
- 7.5. The payments will be made by BSSS through RTGS or any other mode as directed by BSSS upon the receipt of invoice along with evidence documents from the agency confirming the PVC printing and delivery of 'Ayushman Cards' to the respective beneficiaries as per the portal/website/report by NHA. If there is a delay, because of any reason, then **70% of the payment will be made by 30 days of the receipt of the invoice along with evidence documents, while balance 30% of the payment will be made after receipt of quality testing report of delivered 'Ayushman Cards', and after necessary verifications & deducting penalties (if any).**
- 7.6. The procedures and guidelines regarding the documentation and evidence to be submitted with the invoices shall be issued separately after selection of the agency.

8. Key Performance Indicators & Penalty

S.No.	Performance Indicator	Source of data	Monitoring Method	Penalty
1	Non-compliance in Ayushman Cards as per the given specifications by NHA.	Field Report/ Complaints	Supervision and monitoring report	- First offence Rs.10,000 - Second offence Rs.50,000 - Third offence Rs. 1,00,000 - Fourth or subsequent offence: Agency will be blacklisted, and the contract terminated.
2	Printing and delivery of 'Ayushman Card' to the respective beneficiaries within 15 days from completion of that cycle/quarter	NHA portal/reports	Supervision and monitoring report	Rs.2/- per Card per day for delay beyond 48 Hrs.
3	Intentionally sharing information collected during the card generation to an unauthorized person	System data	Supervision and Monitoring Report	Performance Security shall be forfeited along with Blacklisting and appropriate legal action shall be taken against the Agency.

4	Quality of the 'Ayushman Cards', should be as per the specification shared by NHA/BSSS	Quality Test Report	Quality Test Report	<p>Penalty should be imposed based on the rating of quality test report received from the testing agency:</p> <p>a) 95-99% quality: Deduction of 2.5 % in payment of total invoice amount</p> <p>b) 90-94.9% quality: Deduction of 5% in payment of the total invoice amount</p> <p>c) 85-89.9% quality: Deduction of 7.5% in payment of the total invoice amount</p> <p>d) 80-84.9% quality: Deduction of 10% in payment of the total invoice amount</p> <p>e) If the quality is less than 80%, the entire amount paid to the agency against such printing and delivery shall be recovered from the Performance Security (PS) or from the pending invoices (if any) of the agency.</p>
5	Setting-up Offices at each District Headquarters or Nearby District Headquarter within 30 days of signing of the Contract	Field Report	Supervision and Monitoring Report	Rs.10,000/- per week per District beyond 30 days of signing of the Contract
6	Deployment of Requisite manpower along with necessary Equipment's, Infrastructure in its offices at each District located at District Headquarter or nearby District Headquarter	Field Report	Supervision and Monitoring Report	Rs.500/- per day per manpower/Equipment in case of failure of deployment of requisite manpower or unavailability of required equipments
7.	Fake Card creation	Field Report or any other source	Supervision and Monitoring Report	<p>Penalty of Rs. 1000 for every fake card</p> <p>Recovery of 300% of amount utilized.</p> <p>Suspension, deactivation, FIR may be lodged against the entity or determined by the BSSS as per the severity of the offence.</p>

- The maximum penalty will be up to 10% of total project cost as per the Commercial bid submitted by the Bidder
- The Agency shall deploy sufficient human resource suitably qualified and experienced with necessary IT/Non-IT Infrastructure, Equipment's etc. as per desired working hours to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.
- Once a maximum penalty of 10 % of the contract value is reached for 3 consecutive quarters, BSSS has the right to call for the annulment of contract.

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 equal to 5% of the value of the contract. 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.
- 9.2. If the bidder/ agency violate 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.

12. Termination for Insolvency

If the bidder/ agency become 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. In case both the parties fail to reach at mutual understanding for settling the dispute during the contract period, the agency shall take up its petition to the Chairman Executive Committee, BSSS for amicable settlement of the disputes.
- 16.3. 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.

**Administrative Officer,
Bihar Swasthya Suraksha Samiti**

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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 & empanelment of agency(ies) for Integrated Card Creation, PVC card printing and Delivery under AB-PMAJAY& MM-JAY in the State of Bihar

Sir,

We are submitting, herewith our tender for "selection/empanelment of Agency (ies) for Integrated Card Creation and Delivery under AB-PMAJAY in the State of Bihar".

We are enclosing Bank Online e-Payment Receipt No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), paid through procurement portal on

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

(Sole bidder/Lead partner of the consortium)

(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/empanelment of Agency (ies) for Integrated Card Creation and Delivery under AB-PMAJAY in the State of Bihar, 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 2025.

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).

Annexure: C – Particulars of the Bidder's Organisation

1. Name :
2. Registered Address :
3. Phone/Fax/Mail id :
4. Type of Organization : Company/Partnership/Proprietorship/LLP/Society/Trust
5. Address of the office of Bidder:
6. Registration. Nos.
 - (a) EPF
 - (b) ESI
 - (c) Goods & Services Tax (GST)
 - (d) PAN No.
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

(to be submitted by the Sole Bidders and each Partners of the Consortium including the Lead Partner)
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....., 2025.

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

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Ref: Bank Guarantee No.:

Date:

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 “ **Integrated Card Creation, PVC card printing and Delivery under AB-PMAJAY& MM-JAY in the State of Bihar**”.

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 ***"Printing Ayushman Cards in the state of Bihar"***, as per the contract. WHEREAS we ("the bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the 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 bidder>.
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 2025.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)



Annexure F: Information Regarding Financial Bid

- 1) The financial bid/quote submitted by the bidder shall be firm and inclusive of all the factors like Human Resource, Office Space, Hardware, Internet 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.)	
	(in numbers)	(in words)
Rate for e-KYC of the entitled beneficiary (A) (Rate Inclusive of all the factors like Human Resource, Office Set-up, Hardware, Internet Connection, software license etc. and all applicable taxes and duties, excluding Goods & Services Tax (GST) (Maximum upper limit = Rs.5/- per approved card).		
Rate for printing Ayushman Card (B) (Rate Inclusive of all the factors like Human Resource, Office Set-up, Hardware, Internet Connection, software license etc. and all applicable taxes and duties, excluding Goods & Services Tax (GST) (Maximum upper limit = Rs. 4.19/-per card)		
Rate for delivery of the Ayushman Card to the correct beneficiary (C) (Rate Inclusive of all the factors like Human Resource, Office Set-up, Hardware, Internet Connection, software license etc. and all applicable taxes and duties, excluding Goods & Services Tax (GST) (Maximum upper limit = Rs. 3/- per card)		
Total Cost (A+B+C)		

- 3) The maximum upper ceiling amount decided by the state for e-KYC, Printing and Delivering 'Ayushman Card' to the correct beneficiary is mentioned in each row inclusive of all the factors like Human Resource, Office Set-up, Hardware, Internet Connection, software license etc. and all applicable taxes and duties, excluding Goods & Services Tax (GST). The agency/bidder must ensure that quoted rate should not exceed the price of upper ceiling amount of each service i.e. e-KYC + Printing + Delivery to the respective beneficiary.
- 4) The same rate quoted above for Printing and Delivery shall be applicable for the card printing and delivery services whose e-KYC is already done by the state.

Note:

- a) The rate quoted by the bidder shall be applicable for all the clusters i.e., Cluster-1 and Cluster-2, Cluster-3 and Cluster-4.
- b) The Bidder with the highest Composite Score i.e. CTFS shall be declared as the selected bidder (L1 Bidder).. The BSSS may empanel a minimum of one or more agencies in addition to the L-1 bidder to work at the L-1 rate. BSSS reserves the right to assign one or more cluster(s) to the empanelled agency (ies).
- c) If more than one bidder gets the same CTFS score, then the bidder with highest Financial Score will be selected as the L1 bidder.

- d) In case, the selected bidder (CTFS1) denies or fails to honour the Contract/Letter of Intent (LoI), the BSSS shall be at the freedom to award the contract to the bidder with next highest Combined Technical & Financial Score CTFS2, and CTFS3,.... (in this order) to enter into an agreement with the BSSS, for providing services at a rate which is lower between quoted rate of that bidder (e.g. CTFS2/CTFS3/ in this order) and the quoted rate of the bidder having CTFS1(L1 Bidder).

For Example: If the selected bidder (CTFS1) denies to accept the LoI, then the bidder with CTFS2 will be awarded the contract at the rate which is lower between the rate quoted by the L1 bidder (CTFS1) and the rate quoted by the L2 bidder (CTFS2).

- e) The financial bid has to be submitted in "online mode" only, and as per the terms and conditions mentioned in the tender document.
- f) 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 pre-qualification 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.

AFFIDAVIT FORMAT (Non-applicability of EPF and/or ESI)
(On Non – judicial stamp paper of Rs.100/- duly attested by notary public)

TO WHOMSOEVER IT MAY CONCERN

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

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

Signature: -

Name of the authorized signatory: -

Designation of the authorized signatory: -

District wise tentative target

Sl No	District Name	Target of individual	Individual verified	% Verified	Remaining Individual	% Remaining Individual
1	Araria	2736519	824743	30.14	1911776	69.86
2	Aurangabad	1997768	904094	45.26	1093674	54.74
3	Banka	1651515	883042	53.47	768473	46.53
4	Begusarai	2426450	1255602	51.75	1170848	48.25
5	Bhagalpur	2459662	1356540	55.15	1103122	44.85
6	Bhojpur	1958832	1100741	56.19	858091	43.81
7	Buxar	1147250	708024	61.71	439226	38.29
8	Darbhanga	3471579	1856625	53.48	1614954	46.52
9	Gaya	3275686	1423094	43.44	1852592	56.56
10	Gopalganj	1703611	1041995	61.16	661616	38.84
11	Jamui	1369621	690862	50.44	678759	49.56
12	Jehanabad	786730	437772	55.64	348958	44.36
13	Kaimur(Bhabua)	1093683	777117	71.06	316566	28.94
14	Katihar	2669807	1120333	41.96	1549474	58.04
15	Khagaria	1491755	651353	43.66	840402	56.34
16	Kishanganj	2049840	648682	31.65	1401158	68.35
17	Lakhisarai	1456006	432128	29.68	1023878	70.32

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18	Madhepura	1741701	1067208	61.27	674493	38.73
19	Madhubani	4205714	1685882	40.09	2519832	59.91
20	Munger	2034764	486051	23.89	1548713	76.11
21	Muzaffarpur	4702644	2003511	42.60	2699133	57.40
22	Nalanda	2860543	1231469	43.05	1629074	56.95
23	Nawada	2291771	806007	35.17	1485764	64.83
24	Pashim Champaran	3789958	1209372	31.91	2580586	68.09
25	Patna	4829668	2055099	42.55	2774569	57.45
26	Purbi Champaran	4366996	1538342	35.23	2828654	64.77
27	Purina	3361416	977180	29.07	2384236	70.93
28	Rohtas	2678135	1221231	45.60	1456904	54.40
29	Saharsa	2390536	836554	34.99	1553982	65.01
30	Samistipur	4034230	1780361	44.13	2253869	55.87
31	Saran	3174147	1331151	41.94	1842996	58.06
32	Sheikhpura	987513	273193	27.66	714320	72.34
33	Sheohar	1199917	294493	24.54	905424	75.46
34	Sitamarhi	3531326	1390921	39.39	2140405	60.61
35	Siwan	3095466	1510959	48.81	1584507	51.19
36	Supaul	2294101	1183596	51.59	1110505	48.41
37	Vaishali	3462331	1697129	49.02	1765202	50.98
38	Arwal	450661	347201	77.04	103460	22.96
Total		95229852	41039657	43.10	54190195	56.90

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Board Resolutions for Bidding Entities*(Format for partners in a consortium (including lead partner))*

"Resolved that approval of the Board be and is hereby granted to join the consortium with M/s _____ <Mention the registered name and address of the 1st partner> and M/s _____ <Mention the registered name and address of the 2nd partner> for joint submission of bids to Bihar Swasthya Suraksha Samiti (BSSS) for "Notice Inviting Tender for selection & empanelment of agency(ies) for Integrated Card Creation, PVC card printing and Delivery under AB-PMJAY& MM-JAY in the State of Bihar"

"Resolved further that the "draft "Memorandum of Understanding", to be entered into with the consortium partners (a copy thereof duly initialed by the chairman is tabled in the meeting) be and is hereby approved."

"Resolved further that Mr./Ms. _____ <Mention the name of the person> _____ <Designation> _____ be and is hereby authorized to enter into a "Memorandum of Understanding", on behalf of the firm, with the consortium partners as mentioned above and to sign the bidding documents and execute a Power of Attorney(PoA) in favour of the firm M/s <Mention the registered name and address of the 1st partner> as Lead partner."

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"Memorandum of Understanding (MoU) - Consortium"

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

THIS Memorandum of Understanding (MoU) is entered into on this the day of 2025
AMONGST

1. {....., a Company/LLP/Society/Trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the **"First Part and Lead Partner"**) which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a Company/LLP/Society/Trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the **"Second Part"**) which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the **FIRST and SECOND** are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) Bihar Swasthya Suraksha Samiti (BSSS), Patna (hereinafter referred to as the "Procurer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "Bids") by its Request for Proposal No. (the "RFP") for **"Notice Inviting Tender for selection & empanelment of agency(ies) for Integrated Card Creation, PVC card printing and Delivery under AB-PMJAY & MM-JAY in the State of Bihar"**

(B) The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project(s), and

(C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Memorandum of Understanding (MoU) and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:



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1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

1.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project(s).

1.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project(s), either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a separate entity a Special Purpose Vehicle (SPV) under Companies Act within 90 days of issue of the Letter of Intent(Lol) and shall be required to sign a contract agreement with BSSS for performing all its obligations as per the terms and conditions for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead partner of the Consortium and shall have the power of attorney from other Party for conducting all business for and on behalf of the Consortium during the Bidding Process including submission of Performance Security (PS) and until the obligations of the separate entity, SPV shall become effective under the Agreement.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project(s) and in accordance with the terms of the RFP and the Agreement, till the obligations of the entity formed by them becomes effective in accordance with the Agreement.

6. Shareholding in the SPV (in case a Special Purpose Vehicle (SPV) is formed by the Consortium Members)

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

(a) First Party:

(b) Second Party:

6.2 The Parties undertake that not less than 100% (one hundred per cent) of the subscribed and paid-up equity share capital of the SPV shall, at all times until the end of fifth anniversary from the signing of the MoU, be held by them.

6.3 Without prejudice to the above, it is expressly agreed by the Parties that prior approval of the BSSS shall be obtained in case of any change in the ownership of any member of the Consortium in the SPV. The consortium further agrees that lead partners in the consortium shall hold a minimum of 51% of the subscribed and paid-up equity of the SPV during the entire agreement period and any extensions thereof.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the MoU.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this MoU that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MoU;
- (b) The execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or Procurer action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this MoU for the delegation of power and authority to execute this MoU on behalf of the consortium is annexed to this MoU, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, grant, concession, license or other Governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MoU;
- (c) this MoU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or threatened against it, to the best of such Party's knowledge, to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this MoU.

8. Termination

This MoU shall be effective from the date hereof and shall continue in full force and effect until the Termination of the contract agreement with BSSS and any such term/period extensions thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Memorandum of Understanding (MoU) will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the BSSS to the Bidder, as the case may be.

9. Miscellaneous

9.1 This **Memorandum of Understanding (MoU)** shall be governed by laws of India.

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9.2 The Parties acknowledge and accept that this MoU shall not be amended by the Parties without the prior written consent of the BSSS.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED

For and on behalf of
LEAD PARTNER by:
(Signature)

For and on behalf of
SECOND PARTY by:
(Signature)

(Name)
(Designation)
(Address)

(Name)
(Designation)
(Address)

1. Signature of witness 1 < Mention the details and address of the witness 1 >

2. Signature of witness 2 < Mention the details and address of the witness 2 >

Notes:

1. The mode of the execution of the Memorandum of Understanding (MoU) should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Each Memorandum of Understanding (MoU) should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

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AUTHORIZATION LETTER FOR DEFINING THE LEAD PARTNER**(On Non – judicial stamp paper of Rs. 1000/- duly attested by notary public)****POWER OF ATTORNEY (For lead partner – given jointly by all partners of the consortium)**

The Bihar Swasthya Suraksha Samiti (BSSS), Patna, intends to select & empanel agency (ies) for Integrated Card Creation and Delivery under AB-PMJAY in the State of Bihar, for a specified agreement period.

Whereas M/s..... <Mention the registered name and address of the 1st partner>, and M/s.....<Mention the registered name and address of the 2nd partner> have formed a consortium and are interested in bidding for the project and implementing the project in accordance with the terms and conditions of the tender document, contract agreement and other connected document(s) in respect of the Project, and

Whereas, it is necessary under the tender document for the partner(s) of the consortium to designate one of them as a lead partner with all the necessary powers and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's bid for "Notice Inviting Tender for selection & empanelment of agency(ies) for Integrated Card Creation, PVC card printing and Delivery under AB-PMJAY& MM-JAY in the State of Bihar " (the "Project") or in the alternative to appoint one of them as the lead member, who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We M/s <Mention the registered name and address of the 1st partner>, M/s.....<Mention the registered name and address of the 2nd partner> and do hereby designate M/s <Mention the registered name and address of the lead partner>, being one of the partners of the consortium, as the lead partner of the consortium, to do on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's bid for "Notice Inviting Tender for selection & empanelment of agency(ies) for Integrated Card Creation, PVC card printing and Delivery under AB-PMJAY& MM-JAY in the State of Bihar (the "Project")", including submission of proposal, participating in conference, responding to queries , submission of information/documents and generally to represent the consortium in all its dealings with the BSSS, or any person, in connection with Project until culmination of the process of bidding and thereafter till the contract agreement is entered into with the BSSS.

[Handwritten signature and initials]

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 ____ 2025.

For

(a) M/s <Mention the registered name and address of the 1st partner>, and

(b) M/s <Mention the registered name and address of the 2nd partner>

For..... (Name, designation and address of the 1 st Partner)	For..... (Name, designation and address of the 2 nd Partner)
--	--

Accepted

..... (Signature)

(Name, title and address of the lead partner)

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 seal affixed in accordance with the required procedure.
- (ii) A certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA), as mentioned below:

- (a) "Authorization Letter for Signing of Proposal", as per Annexure-B
- (b) "Board Resolutions of Bidding Entities" in consortium as per Annexure-I
- (c) "Memorandum of Understanding (MoU) – Consortium", as per Annexure-J

Handwritten signatures and initials in blue ink.

