



राज्य स्वास्थ्य समिति, बिहार



NOTICE INVITING TENDER

GOVERNMENT OF BIHAR
DEPARTMENT OF HEALTH

e-tender (NIT) Reference No.:- 05/SHSB/RI/2026-27

Notice Inviting Tender for
Rate Contract and Supply of Indelible Ink Marker Pens for Pulse Polio Immunization
Program in the State of Bihar

e-Procurement Mode Only

State Health Society, Bihar
4th Floor, Swasthya Bhawan, Sheikhpura, Patna (Bihar)-800014 India

NOTICE INVITING TENDERS

1. The State Health Society, Bihar (SHSB), Patna intends to select agency via tendering for Rate Contract and Supply of Indelible Ink Marker Pens for pulse polio immunization in the State of Bihar.

Schedule No.	Brief Description of Goods/ Services	Qty./No.	Delivery Schedule	Earnest Money Deposit (EMD) in Indian Rupees
1	INDELIBLE INK MARKERS PEN	1,00,000 Annually	07 days	1,00,000/-

Note i). This is rate contract tender; hence actual quantity may vary as per the demand of end user depending on the number of rounds of the programme.

ii) Delivery Schedule expressed above is the no. of days required to deliver the item at consignee location from the date of receipt of purchase order. Actual delivery schedule will be mentioned at the time of issuing of round wise supply order.

iii) Period of rate contract: The project duration is for one year. It may be extended by one more year based on the satisfactory performance and mutual agreement between agency and SHSB. However, extension is not a matter of right to the bidder.

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> and may contact the helpdesk at the following address, "e-Procurement HELP DESK, Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Complex, Khajpura, Ashiana Road, PS- Shastri Nagar, Patna- 800014, Toll Free Number- 18005726571 (Working Hours: 8 AM to 7 PM, all days in the week except Sunday and few selected State holidays)

3. Schedule of Events

S.No.	Event Description	Timeline
3.1	Bid Submission Start Date & Time	19.08.2026 (Wednesday) at 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in).
3.2	Last date & time for submission (upload) of online bidding document.	10.09.2026 (Thursday) till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.3	Last date & time for submission of the sample (Offline Mode)	11.09.2026 (Friday) by 03:00 PM, to "The Executive Director, State Health Society, Bihar, Swasthya Bhawan, Sheikhpura, Patna-800014"
3.4	Date and time of Pre-bid meeting	25.08.2026 (Tuesday) at 03:00 PM, in the Conference Hall of State Health Society, Bihar, Swasthya Bhawan, Sheikhpura, Patna-800014"
3.5	Time, Date of opening of Technical Bid	11.09.2026 (Friday) at 03:00 PM PM on the e-Procurement Portal (https://eproc2.bihar.gov.in)
3.6	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in)

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

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

4. In the event of any of the above-mentioned dates being declared as a holiday/closed day for the State Health Society, Bihar the tender will be opened on the next working day at the scheduled time.
5. The interested bidders may download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://eproc2.bihar.gov.in>) and submit its tender by using the downloaded document.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 1,00,000/- (One Lakh Rupees only) to be 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>). No bidder is exempted from submitting the EMD as mentioned in the tender document.

7. Tender Processing Fee (TPF) amount for the sum of Rs. 590/- (Five hundred and ninety rupees) 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.
8. The technical and financial bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) on or before the specified date and time as per **Clause 3** aforesaid. The SHSB doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
9. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document in the online standard formats given in e-Procurement Portal (<https://eproc2.bihar.gov.in>) at the respective stage(s) only.
10. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Online
(2) Marker pen sample	Physical (Offline Mode)
(3) Technical Bid	Online (Cover-Technical Stage)
(4) Financial Bid	Online (Cover-Cost Bid Stage)

11. The sample of the Indelible Ink Marker Pen should be sent to 'The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna-800014' **by Registered Post/ Speed Post or by hand**. It must reach the above said address on or before the closing date & time indicated in **Clause 3** above, failing which the tenders will be treated as late tender and would be summarily rejected. All Tenders must be accompanied by EMD and samples as mentioned. No bidder is exempted from submitting of EMD as mentioned in the tender document.
12. SHSB reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
13. For further enquiry and information, please contact to the following officers during office hours 10:00 AM to 6:00 PM – **Mr. Ram Ratan, State Programme Officer, SHSB; Mob: +91 94310 05973, Email: ribihar2013@gmail.com**
Mr. Manish Ranjan, Assistant Director (Drugs), Procurement Cell, SHSB; Mob: +91 94731 97721, Email: drugcell@gmail.com
14. All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in>)

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

Executive Director
State Health Society, Bihar

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

- 1.1. 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, "e-Procurement HELP DESK, Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Complex, Khajpura, Ashiana Road, PS- Shastri Nagar, Patna- 800014, Toll Free Number- 18005726571 (*Working Hours: 8 AM to 7 PM, all days in the 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 eProcurement Portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - 1.2.4. **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> at a time for following activities – one while uploading documents for submission of technical bid & the other at the time of submission of Financial bid before the prescribed date & time as mentioned in **Clause 3** in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
 - 1.2.5. Before preparing the tender and submitting the same on <https://eproc2.bihar.gov.in>, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 1.2.6. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
 - 1.2.7. The rate (price) quoted shall be firm and inclusive of all applicable taxes and duties, packing, forwarding, freight, octroi/entry tax and insurance etc.
 - 1.2.8. The technical bid (technical and financial details of the bidder/agency) shall be submitted along with a forwarding letter as per **Annexure 'A'** before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender as mentioned in **Clause 3, Notice Inviting Tender (NIT)** shall not be considered and would summarily be rejected.

2. Tendering Expense

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

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 SHSB 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 SHSB will not issue separate communication to them. The SHSB shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal <https://www.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 Sri Ram Ratan, State Programme Officer, SHSB (Mob- **94310 05973**) by email (email ID: **ribihar2013@gmail.com**) within 24 hours of the pre-bid meeting.
- 5.2 In the event, of the above-mentioned day being declared as a holiday/ closed day for the State Health Society, Bihar (SHSB), the prospective bidders can submit written request for clarifications, by 18:00 hrs on the next working day.
- 5.3 All the prospective bidders will be notified of response to 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 SHSB will not issue separate communication to them.
- 5.4 The SHSB shall not be responsible in any manner if a prospective bidder fails to notice any notifications relating to the present NIT placed on the eProcurement Portal <https://eproc2.bihar.gov.in> for any purposes.

6. Earnest Money Deposit (EMD)

- 6.1 The tender shall be accompanied by **Earnest Money Deposit (EMD) of Rs. 1,00,000/- (One Lakh Rupees only)** to be 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>).
- 6.2 It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- 6.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 6.4 Earnest money is required to protect the SHSB against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 6.5 The EMD/ Bid Security shall be forfeited by the SHSB hereunder or otherwise, under the following conditions:

- 6.5.1 If a Bidder submits a non-responsive Bid;
- 6.5.2 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- 6.5.3 If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the SHSB from time to time;
- 6.5.4 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)

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) Marker pen sample	Physical (Offline mode)
(3) Technical Bid	Online (Cover-Technical Stage)
(4) Financial Bid	Online (Cover-Cost Bid Stage)

7.2 Bidders are requested NOT to submit the hard copy of Financial or Technical 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 SHSB may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

7.5 **Prices** are to be quoted in the financial Bid format in online mode only. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.

7.6 The **Earnest Money Deposit (EMD)** shall be submitted 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>).

7.7 Further, a sample Indelible ink marker pen will be submitted by the Agency in physical form (offline mode), on or before the last date of submission of online bidding document.

7.8 Following required evaluation criteria **may** be submitted through online mode on eProcurement Portal <https://eproc2.bihar.gov.in>

- a) Forwarding Letter for Technical Bid, as per "Annexure-A"
- b) Authorization Letter for Signing of the Proposal (Power of Attorney), as per "Annexure-B"

- c) Particulars of the bidders, as per “**Annexure-C**”
- d) General Guarantee for warranty/ shelf-life, as per “**Annexure-D**”
- e) Manufacturer Authorization Form as given in ‘**Annexure E**’
- f) ‘*Work Order/Contract/MoU*’ along with ‘*invoice(s)* OR *Experience certificate issued by the clients*’ as proof that the bidder has completed supplies of **at least 1 lakh Indelible Ink Marker Pens in last three years (FY 2023-24, FY 2024-25 & FY 2025-26) to any Govt. entity/ PSU.**
- g) Self-attested copy of the certificate of incorporation/ registration issued by appropriate authority
- h) Self-attested copy of audited financial statements i.e. Audited balance sheet and Statement of Profit & loss account for FY 2022-23, FY 2023-24 and FY 2024-25.
- i) Self-attested copy of Income Tax Returns (ITR) of three assessment years **AY 2023-24, AY 2024-25 & AY 2025-26.**
- j) Self-attested copy of the certificate of registration of GST and PAN issued by the appropriate authority valid as on date of submission of tender documents must be submitted.
- k) A duly notarized declaration of the bidder in the format given in the ‘**Annexure-F**’

8. Tender Submission

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

ELIGIBILITY CRITERIA

1. This invitation for tenders is open to firms, companies registered under Companies Act, 1956/2013, Partnership Act, Shop & Establishment Act etc. and Jurisdiction in India who fulfil the eligibility and qualification criteria specified hereunder. (The bidder cannot be an individual or a group of individuals & consortium is not allowed)

Eligibility criteria for Bidders	Mandatory Documents
The Bidder should be an established entity under Companies Act, 1956/ 2013, Partnership Act, Shop & Establishment Act etc.	Copy of the certificate of incorporation/ registration issued by appropriate authority
The bidder should have completed supplies of at least 1 lakh Indelible Ink Marker Pens in last three years (FY 2023-24, FY 2024-25 & FY 2025-26) to any Govt. entity/ PSU.	<i>Purchase Order/Contract/MoU along with Corresponding Invoice(s) or Certificate of supply issued by the clients</i>
In case of bidder, other than manufacturer, the manufacturer's authorization certificate in the format given in the bidding document.	Authorisation Letter from manufacturer in format given in Annexure E
The bidder's average annual turnover must be at least Rs. 1.00 Crore during last three financial years (<i>FY 2022-23, FY 2023-24 and FY 2024-25</i>), as evidenced by the audited accounts of the bidder.	(i) Audited balance sheet and Statement of Profit & loss account for FY 2022-23, FY 2023-24 & FY 2024-25 and (ii) Turnover Certificate for FY 2022-23, FY 2023-24 & FY 2024-25 issued by Chartered Accountant (Membership no., UDIN no. & Date must be mentioned), certifying the turnover related to supply of Indelible Ink Marker pen.
The bidder must provide self-attested scanned copies for (i) PAN Card, (ii) Income Tax Returns (ITR) of three assessment years AY 2023-24, AY 2024-25 & AY 2025-26 , and (iii) GST Registration Certificate.	Self-attested copies of 1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2023-24, AY 2024-25 & AY 2025-26.
The bidder must not be: (i) Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on the date of submission of the bid documents (ii) The bidder shall declare all ongoing litigations, it is involved in with any	Affidavit sworn before Public Notary/Executive Magistrate as per " Annexure - F "

Eligibility criteria for Bidders	Mandatory Documents
Government Agency/ State/ central department/ PSU.	

2. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, deposit of EMD/ bid security etc.), will move to the next stage of sample evaluation. The sample of Indelible Ink Marker Pen submitted to the SHSB will be assessed by the technical committee, and if found to be not matching the requirement, may be summarily rejected by the technical committee.
3. The bidders found to be technically qualified, based on aforementioned clause, will move to the next stage of evaluation – Financial Bid evaluation.
4. To facilitate evaluation of bids, the SHSB may, at its sole discretion, seek clarifications in writing from any bidder regarding its submitted bid. Such clarification(s) shall be provided within the time specified by the SHSB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing
5. If any bidder does not provide clarifications sought within the prescribed time, the SHSB may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the SHSB
6. The financial bids, of the shortlisted bidder(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder who quotes the lowest rate shall be selected as the agency to provide Indelible Ink Marker Pens.
7. In case L1 fails to provide services within prescribed timeframe, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate

EVALUATION OF TENDERS**1. Scrutiny of Tenders**

The tenders will be scrutinized by the Technical committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the SHSB as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders will be considered and opened, who qualify on technical bid and whose submitted sample mannequins are found to be as per the specifications defined in this tender document, and found to be made of quality and durable material.

2. Infirmary/Non-Conformity

The SHSB may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the SHSB 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 SHSB, 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 SHSB, the tender is liable to be ignored.

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

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

5. Bid Clarification

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

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 SHSB 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 SHSB hereinabove, if a bidder is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such bidder shall not be eligible to participate in any tender or RFP issued by the SHSB during a period of 5 (Five) years from the date such bidder is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB 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 SHSB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
- 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

7. Award of Contract/ Issue of Purchase Order

- 7.1 The SHSB reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s)
- 7.2 The final selection of the agency shall be the one who quotes the lowest rate for supplying the required no. of Indelible ink marker pens within 7 days of receiving the purchase order, subject to all the conditions as laid down in this tender document, provided the bidder meets the eligibility criteria as per **Section III** read with other requirements floated from this tender document
- 7.3 The SHSB reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the quantity without any change in unit price or other terms and conditions
- 7.4 **ISSUE OF NOTIFICATION OF AWARD:** The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by letter, that its bid has been accepted. The bidder shall within 7 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with **Section VI (Clause 6)** provided with the bid document.

7.5 SIGNING OF CONTRACT: The issue of Notification of Award shall constitute the award of contract on the bidder. Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form, incorporating all agreements between the parties. Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

SECTION—V

SCOPE OF WORK (SoW)

TECHNICAL SPECIFICATION OF INDELIBLE INK MARKERS PEN

Items to be procured: - "Indelible Ink Marker Pens" (Violet, later on should become Black)

Specification-

- a. Mark of the pen should persist for at least 10 (Ten) days from the time of application and can't be removed by alcoholic or any other solvent.
- b. At least 250 (Two Hundred and Fifty) marking should be made by each Marker pen.
- c. It should be safe for the children containing silver nitrate within permissible limits and should not cause any harm to the children. Harmless certificate to that effect from the competent authority should be produced for the Indelible Marker pen during submission of technical bid.
- d. All Indelible Marker Pen should be marked as "Indelible Ink Marker Pen- Bihar Government Supply."
- e. The " Indelible Ink Marker Pen" should be reliable, safe for use on finger marking of the children and should pass the Quality Assessment Test conducted for number of impressions marked per marker pen by WHO-NPSN, failing with respect to criteria the quotations would likely to be rejected.
- f. Shelf Life of the Marker pens should not be less than 6 (Six) months from the date of Supply

Insurance

Transit Insurance, till delivery/ acceptance of the goods at facility premises, shall be arranged by the successful bidder at its own cost. Successful bidder shall be responsible till the ordered quantity of all the pens arrive in safe and sound condition at destination as specified in this tender document, complying with all statutory requirements.

Delivery

The goods in good condition will have to be delivered at various District HQs in Bihar. No transportation cost will be payable. If the Agency fails to complete the supplies within the delivery period as mentioned in the supply order, the Purchaser shall take actions as per the terms defined in this tender document.

TERMS AND CONDITIONS**1. Use of contract documents and information**

- 1.1 The Supplier shall not, without the SHSB's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the SHSB in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Supplier shall not, without the SHSB'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 PO/contract issued to the Supplier, each and every other document mentioned in sub-clause 1.1 above (Section VI) shall remain the property of the SHSB and, if advised by the SHSB, all copies of all such documents shall be returned to the SHSB on completion of the Supplier's performance and obligations under this contract.

2. Warranty Conditions

- a) The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c) All the goods supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective products/ parts/ accessories. The cost for these replacements has to be borne by the successful Bidder during the period of comprehensive warranty.
- d) The successful bidder must submit the Warranty / Shelf-Life Certificate as per Annexure 'D' of this bid document

3. Patent Rights/ Intellectual Property Rights

The bidder/agency shall at all times, indemnify and keep indemnified SHSB, free of cost against all claims which may arise in respect of goods and services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of design or trademark. In the event of any such claim being made against SHSB, SHSB shall notify to bidder/agency and bidder/agency at its own expense shall take care of the same without any liability to SHSB.

4. Inspection and Tests

- 4.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. The supply will be accepted only

after quality assurance tests are carried out by the Purchaser as per prescribed schedule and material passing the test successfully.

- 4.2** Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser within 7 days from the date of rejection.

5. PACKING

- 5.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 5.2** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.
- 5.3** Packing Instruction: The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following: i. Purchaser
ii. Contract No. iii. Supplier Name iv. Packing List reference Number

6. Performance Security

- 6.1.** The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order from the date of issue of Notification of Award by the Purchaser.
- 6.2.** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 6.3.** The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank and in the form provided in 'Annexure G' of this Bid Document or in the form of cashier's cheque, certified cheque or demand draft. The performance security should be valid for the period beyond one hundred eighty (180) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/ shelf-life duration obligations.
- 6.4.** The performance security will be discharged by the Purchaser (without any interest) and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 6.5.** If the bidder/agency violates or commits breach of any of the terms and conditions of contract floated from this tender document, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the SHSB and the contract may also be cancelled.

7. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined in Consignee list, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

8. Project Duration

The project duration is for one year. It may be extended one more year based on satisfactory performance and mutual agreement between agency and SHSB. However, extension is not a matter of right to the bidder.

9. Payments

9.1 The payment regarding purchase of marker pens shall be made subject to recoveries, if any, by way of liquidated damages or any other charges, deductions or adjustments as per terms & conditions of contract in the following manner:

- a) 90% payment will be made against supply item at the respective sites against certification from the consignee in the format provided in Annexure-I and after verification of installation / supply by purchaser. Payment will be released within 30 days of receipt of invoice along with supporting documents, post verification and subject to the availability of fund.
- b) The Balance 10% payment will be released after necessary verification and deducting penalties (if any).

9.2 The payment shall be made subject to recoveries, if any, as per this schedule:

- a. The selected agency will raise its invoices (*As prescribed under GST Act*) upon delivery of complete quantity of marker pens, as per the schedule defined in this document, and the invoices must be submitted to SHSB, along-with supporting documents. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
- b. The payments will be made through RTGS/NEFT within 30 days of receipt of invoice, after necessary verifications & deducting penalties (if any).
- c. The invoices will be certified by appropriate authorities for the quantity, quality and other relevant parameters.

10. Penalty provisions

If the Agency fails to deliver the required quantity within the delivery period(s) specified in the contract/PO, the Authority shall, without prejudice to other remedies under the contract, levy/ deduct per estimated liquidated damages as follows:

- a) @ 0.5% (Zero point five per cent) of the total value of the supplies which the Agency has failed to deliver within the period fixed for delivery for delay of each day upto 1 week of delay, and;
- b) @ 1.00% (one per cent) of the total value of the supplies which the Agency has failed to deliver within the period fixed for delivery for delay of each week or part thereof on entire delay period if delay is more than 2 (two) weeks.
- c) However, maximum penalty is not more than 10 %.

11. 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, with the consent of the parties and can be modified at any time by the parties (if required) during the period of agreement.

12. 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.

13. Termination of Contract

- a) 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 Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder upto 5 (five) years including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- b) The SHSB, 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.
- c) In the event the SHSB terminates the contract in whole or in part, the SHSB may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the bidder/agency shall be liable to the SHSB / DHS for the extra expenditure, if any, incurred by the SHSB/ DHS for arranging such services.
- d) Unless otherwise instructed by the SHSB, the bidder/agency shall continue to perform the contract to the extent not terminated.

14 Termination for Insolvency

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

15 Termination by Mutual Consent

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

16 Force Majeure

- a) Notwithstanding the provisions contained in clauses 9 and 10, 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.
- b) 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.
- c) If a Force Majeure situation arises, the bidder or agency shall promptly notify the SHSB 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.

d) 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 SHSB, for a maximum of 90 days.

e) In case due to a Force Majeure event the bidder or agency is unable to fulfil its contractual commitment and responsibility, the SHSB will notify the bidder or agency accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

17 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.

18 Resolution of disputes

- a) 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
- b) If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land through the competent court of law under the territorial jurisdiction of Patna only.

19 Applicable Law

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

20 Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

21 Signing of the Contract

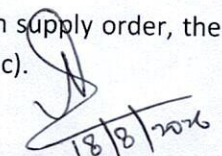
The Contract document/agreement between SHSB and selected service provider should be executed within 21 days of the issue of Letter of Intent. The selected bidder will have to submit the performance security as applicable before signing the agreement. Non fulfilment of this condition will result in cancellation of the award and forfeiture of EMD with consequential action, if so desired.

22 Sub Contract

Sub- letting/ sub-contracting of the contract would not be allowed under any circumstances and the contract may be terminated in case the bidder/agency sublets or sub-contacts its liability/responsibility/obligations under the contract to other. Penal action may also be taken against bidder/agency.

23 Start of Services

If the agency fails to complete the supplies within the delivery period as mentioned in supply order, the purchaser/SHSB may deduct a penalty as per the Penalty Provisions 10 (Clause a, b and c).


18/8/2016
Executive Director
State Health Society Bihar

Annexure: A – Forwarding Letter for Technical Bid

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

Date:.....

To,

The Executive Director,
State Health Society, Bihar

Sub: Tender for selection of agency for Rate Contract and Supply of Indelible Ink Marker Pens for Pulse Polio Immunization Program in the State of Bihar

Sir,

We are submitting, herewith our tender for **"Rate Contract and Supply of Indelible Ink Marker Pens for Pulse Polio Immunization Program in the State of Bihar"**

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per **Clause 6 - Section VI** of Tender document.

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

Enclosures:

- 1.
- 2.
- 3.

Signature of the Tenderer.....

Seal of the Tenderer.....

Annexure: B – Authorization Letter for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- duly attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (name and address of the registered office of the Single Entity) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for **"Rate Contract and Supply of Indelible Ink Marker Pens for Pulse Polio Immunization Program in the State of Bihar"** (the "Project"), including signing and submission of all documents and providing information/ responses to State Health Society Bihar (SHSB), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2024.

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 : Manufacturer/ Authorised Dealer
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

**ANNEXURE D: FORMAT OF GENERAL GUARANTEE FOR
WARRANTY/ SHELF LIFE**

(To be submitted on Firms Letterhead)

Warranty / Shelf Life Certificate

Date:

We the Undersignedhereby
guarantee satisfactory operation of Supplied by us to
you against your purchase order No.....for a period of.....
Calendar months and shall be responsible for failure of the items to conform to the standard of
performance, proficiency, production and / or out-turn stipulated or implicit in the order and for any
defects that may develop under proper use arising from the use of faulty materials, design or
workmanship in the supply made and shall remedy such defects at our cost.

Batch No / Lot no of Item supplied:-

Date of Manufacturing:-

Date of Expiry / Best before use.

Consignee name & Address :-

for.....

Station : (Signature with Name and Designation)

Date :

Company Seal

Annexure: E– Format of Manufacturer’s Authorization Form

(Manufacturer’s or Producer’s letterhead)

To
The Executive Director,
State Health Society, Bihar
Pariwar Kalyan Bhawan
Sheikhpura, Patna-14

WHEREAS [***name of the manufacturer or producer***] (hereinafter, “we” or “us”) who are established and reputable manufacturers or producers of [***name and/or description of the Goods requiring this authorization***] (hereinafter, “Goods”) having production facilities at [***insert: address of factory***] do hereby authorize [***name and address of Bidder***] (hereinafter, the “Bidder”) to submit a bid, and sign the Contract with you against IFB [***title and reference number of the Invitation for Bids***] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these Bidding Documents.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of [***title, position, or other appropriate designation***] and duly authorize to sign this Authorization on behalf of [***name of manufacturer or producer***]

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the bidder in its bid.

Annexure: F – Declaration by Bidder

Format for Affidavit certifying that Entity/ Promoter(s)/ Director(s)/ Members of Entity are not Blacklisted
(On a Stamp Paper of INR 100/-)

Affidavit

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

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

- 1.
- 2.
- 3.
- 4.

We 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....., 2026

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Annexure: G – Performa for Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Executive Director,
State Health Society, Bihar
Pariwar Kalyan Bhawan
Sheikhpura, Patna-14

Dear Sir,

WHEREAS.....(Name and address of the Supplier) (Hereinafter called "the Supplier" has undertaken, in pursuance of Lol/PO vide Memo No..... dated (Herein after "the contract") to execute ***"Rate Contract and Supply of Indelible Ink Marker Pens for Pulse Polio Immunization Program 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 ***"Notice Inviting Tender for Rate Contract and Supply of Indelible Ink Marker Pens for Pulse Polio Immunization Program in the State of Bihar"***, as per the contract. WHEREAS we ("the bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the State Health Society, Bihar (SHSB) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.(as applicable), to the State Health Society, Bihar (SHSB), 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 SHSB, 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 SHSB, stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/ demur or set-off, pay to SHSB any and all sums demanded by SHSB under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from SHSB to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the bidder).
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 6 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.

5. The Bank also agrees that the SHSB at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not, withstanding any security or other guarantee that SHSB 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 SHSB or any other indulgence shown by SHSB or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the Day of 2026.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)

Annexure H: Information Regarding Financial Bid

Indicative Format

1	2	3	4	5
Sl. No	Item Description	Name of Manufacturer / supplier.	Name of Model if any	Unit Price (Cost as per single Piece) for delivery at final destination (Rs)
01.	Indelible Ink Marker Pen			

Unit Price (5) (Rs. In words):-

Note: Unit price should include cost of all taxes, levies, and transportation.

In case of any discrepancy between figure & words regarding unit price, then Unit price expressed in word shall prevail.

Note:

- In case L-1 bidder denies/ fails to honour the contract/ Lol, fails to provide services within prescribed timeframe, the authority shall be at freedom to negotiate with L2, L3 (in this order) responsive bidders (L3 if L2 denies), with their consent to enter into an agreement with the authority to provide services at the rates offered by L1 bidder.
- The financial bid has to be submitted in "online mode" only, and as per the terms and conditions mentioned in the tender document.
- Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.

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 e-proc portal only. Any submissions in hard-copy will lead to rejection of the submitted bid.

Annexure I: CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee and the user of the item)

The following items has / have been received in good condition:

Name of item supplied	
Name of the Supplier / Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Place of destination	
Name and Address of the Consignee along with tel. no	
Date of receipt by the Consignee	
Lot Number / Batch Number	
Manufacturing Date of Quantity supplied	
Expiry Date / Best before use Date	
Stock Book page no. where the items have been entered	
Signature of Authorized Representative of Consignee with date	
Name and designation of the authorized representative	
Seal of the consignee	

Note: In case of Hospital the In charge of the hospital concerned would be treated as consignee. In case of office (other than hospital), the office in charge of the office would be treated as consignee.

(Hospital / Office In charge)

(User Department)