



# MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

**Jammu Office:** Regional Institute of Health & Family Welfare, Nagrota, Jammu - 181221

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**Toll Free Integrated Centralized Call Centre cum Health Helpline No.: 104**

## **Abridged Notice Inviting Tenders (NIT) for Selection of Agency for Management of Existing Manpower, and Supply of new manpower on 'As & When Required' basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in Jammu & Kashmir**

For and on behalf of Hon'ble Lt. Governor of Jammu & Kashmir, online bid(s) are invited from reputed firms/ Service Providers for finalization of Rate Contract for selection of agency for management of existing manpower, and supply of new manpower on 'as & when required' basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in J&K, as per detailed scope of services and terms & conditions mentioned in Bid Document:

<b>S. No.</b>	<b>Particulars</b>	<b>Date/ Time</b>
1	Date of Publishing SBD	11/03/2023 at 1000 Hrs
2	Start Date of Downloading SBD from Website	11/03/2023 from 1000 Hrs
3	Websites for Downloading SBD	<a href="https://jktenders.gov.in">https://jktenders.gov.in</a> , <a href="http://www.jknhm.com">www.jknhm.com</a>
4	Last Date of Downloading SBD from Website	25/03/2023 upto 1400 Hrs
5	Seek Clarification Start Date	11/03/2023 from 1000 Hrs
6	Seek Clarification End Date	16/03/2023 upto 1600 Hrs
7	Website for Submission of Bids (Technical as well as Financial)	<a href="https://jktenders.gov.in">https://jktenders.gov.in</a>
8	Start Date for Submission of Online Bids	20/03/2023 from 1000 Hrs
9	Last Date for Submission of Online Bids	25/03/2023 upto 1600 Hrs
10	Date of Opening of Technical Bids	25/03/2023 at 1700 Hrs
11	Date of Opening of Financial Bids	To be Notified Separately
12	Place of Opening of Bids	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
13	Tender Processing Fee	• Rs.2,500/- (Rupees Two Thousand Five Hundred only)
14	Earnest Money Deposit	• Rs.5.00 Lakhs (Rupees Five Lakhs only)

**Sd/-**

**Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K**

**No: SHS/NHM/J&K/Estt./21828-30**

**Dated: 08/03/2023**



STATE HEALTH SOCIETY,  
NATIONAL HEALTH MISSION,  
JAMMU & KASHMIR

**Name of the Group/ Item:** Selection of Agency for Management of Existing Manpower, and Supply of new manpower on 'As & When Required' basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in Jammu & Kashmir

## NOTICE INVITING BIDS

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**e-TENDER NOTICE 05 OF 2022**

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# e-TENDER NOTICE 05 of 2022

## Notice Inviting Online Bid(s) for Selection of Agency for Management of Existing Manpower, and Supply of new manpower on 'As & When Required' basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in J&K

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, online bid(s) are invited from reputed firms/ Service Providers for finalization of Rate Contract for selection of agency for management of existing manpower, and supply of new manpower on 'as & when required' basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in J&K, as per detailed Scope of Services and terms & conditions mentioned in this Standard Bid Document (SBD):

S. No.	Description	Cost of Tender Fee	Earnest Money
01	Rate Contract for selection of agency for management of existing manpower, and supply of new manpower on 'as & when required' basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ healthcare facilities of H&ME Department under NHM in J&K	✓ Rs.2,500/- (Rupees Two Thousand and Five Hundred only) as Tender Processing Fees.	✓ Rs.5.00 Lakhs (Rupees Five Lakhs only). ✓ Registered MSEs, for similar services, are exempted from payment of EMD.

1. Detailed bid document, alongwith terms & conditions, can be downloaded from the website <https://jktenders.gov.in> or [www.jknhm.com](http://www.jknhm.com) from **11/03/2023 (from 1000 Hrs onward)**.
2. No Pre-Bid Meeting shall be held. Intended participant(s) having any Query(ies)/ Reservation(s)/ Suggestion(s), may send the same on e-Mail ID: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com), alongwith copy of the same on e-Mail ID: [facaoahmjk@gmail.com](mailto:facaoahmjk@gmail.com), latest by **16<sup>th</sup> March 2023 upto 1600 Hrs.**
3. Bids shall have to be submitted in electronic format on website <https://jktenders.gov.in> from **20/03/2023 - 1000 Hrs onwards to 25/03/2023 upto 1600 Hrs.**
4. Technical bids will be opened in the office of State Health Society, NHM, J&K on **25/03/2023 at 1700 Hrs.** In case of holiday on the date of opening of bid(s), same will be opened on next working day.
5. Financial bids of participants, qualifying the technical evaluation, shall be opened on a later date which will be notified separately.
6. Successful participant shall have to deposit Original copy(ies) of EMD & affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of Tender Fees, uploaded at the time of submission of bid(s).
7. Entire Selection process will be on-line, and participant(s) are not required to submit bid(s), technical as well as financial, in physical form.
8. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Proprietor/ Partner/ Managing Director/ Chairman of the bidding entity or its duly authorized signatory\*.

\*Authorized Signatory means a person duly authorized by the Competent Authority viz., Proprietor/ all Partners of the Firm/ Members of Association/ Managing Director/ Chairperson/ Board of Directors through Power of Attorney to sign on behalf of the Firm/ Company/ Society/ Trust.

**Sd/-**  
**Mission Director**  
**(Tender Inviting Authority)**  
**National Health Mission, J&K**

**No: SHS/NHM/J&K/Estt./21828-30**

**Dated: 08/03/2023**

**Schedule of Critical Dates to be observed with respect to Notice inviting Online Bid(s) for finalization of Rate Contract(s) for Selection of Agency for Management of Existing Manpower, and Supply of new manpower on ‘As & When Required’ basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in J&K**

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**Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K**

## Instructions to Bidders regarding e-Tendering Process

1. Interested bidder(s) can download the Notice inviting Tender/ Standard Bid Document from the website <https://jktenders.gov.in>.
2. To participate in the bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. The bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No proposal will be accepted in physical form.
4. Bids will be opened online as per the time schedule mentioned in the notice inviting EoI.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
6. The State Health Society, J&K will not be responsible for delays in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled out and submitted online.
8. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered Post as per the time schedule specified.
9. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
10. Bidders can contact the FA&CAO, SHS, NHM, J&K for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
11. Bidders are advised to use “My Documents” area in their user on <https://jktenders.gov.in> e-tendering portal to store important documents like GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
12. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
13. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <https://jktenders.gov.in>.
15. **Scanned copies of the below mentioned documents can be attached from My Document area for tenderers on e-Procurement portal viz., [www.jktenders.gov.in](http://www.jktenders.gov.in):**
  - a. PAN Card
  - b. GST Registration Certificate
  - c. Audit Reports alongwith Balance Sheets and ITRs for last three financial years
  - d. Average Annual Turnover Certificate, issued by Chartered Accountant, for Average Turnover of last Three (3) Financial Years from ‘Similar’ Services not less than Rs.50.00 Lakhs.
  - e. ITRs/ Performance Certificates/ Other Documents

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## **Section – I: Scope of Services:**

Successful Service Provider has to ensure the followings:

- a) Takeover the existing out-sourced manpower, already engaged for Data Entry Operations as well as Support Staff at various healthcare facilities/ Administrative Offices under NHM, from existing Service Provider whose Rate Contract will cease to exist immediately after the new Rate Contract comes into force, alongwith completion/ exchange of all the requisite formalities between out-going as well as new/ incoming Service Provider(s).
  
- b) Presently, following Out-Sourced Staff, indicative Nos., is working at healthcare facilities/ Administrative Offices under NHM across J&K:
  - (1.) 365 No. of Data Entry Operators.
  - (2.) 95 Nos. of Support Staff, including Helpers/ Nursing Orderlies/ Muti-Tasking Staff/ Cleaners/ Sweepers, Drivers, etc.
  - (3.) Nos. mentioned with respect to both the category(ies) are 'Indicative' and may Increase or Decrease as per the approvals from the Ministry of Health & Family Welfare, Govt. of India during the Contract Period. There may be an expected increase in No. of Support Staff between 1500-2000 during the Contract Period in a phased manner. However, this expected Increase is No. of manpower is also 'Indicative' and shall in any way not be taken as 'Commitment' of NHM, J&K to issue any work order(s) regarding provision of such increased No. of manpower in any manner whatsoever. Accordingly, subject to approval(s) from the MoH&FW, Govt. of India regarding different Programmes/ Schemes implemented under NHM in J&K, and consequent availability of funds under NHM in J&K, supplementary work order(s) may be issued for provision of requisite manpower in phased manner during the Contract period.
  - (4.) Notwithstanding the time-lag in finalization of this selection process, existing 'Out-Sourced' manpower under different Pools of NHM, including NRHM, NUHM, Family Planning and National Disease Control Programmes, both Communicable & Non-Communicable, shall be deemed to have been taken over by the approved Service Provider, selected as a result of this selection process, **with effect from the Date mentioned in the Agreement to be executed in this behalf.**
  
- c) If view of Revision of Minimum Wages by the Labour & Employment Deptt. J&K, as notified vide S. O. 513 dated: 12<sup>th</sup> October 2022, consequent Rate Contract likely to come into force as a result of this selectin process, incremental financial implications as well as availability of funds approved by the MoH&FW Govt. of India, NHM J&K reserves the absolute and unconditional right to review the existing No. of out-sourced manpower, stated under S. No. (1) & (2) of (b) supra, and to make requisite reduction in this existing No. of out-sourced manpower, if required.
  
- d) Likewise, in case of any likely Increase in No. of Support-Staff, stated at S. No. (3) of (b) supra, thereby exceeding the No. of out-sourced manpower, including Data Entry Operators and Support Staff, beyond 500, at any time during the currency of Contract Period, including extended period, if any, notwithstanding anything contained in this Standard Bid Document (SBD) and/ or otherwise, approved Service provider shall have to take into Revision(s) in Vendor's Margin/ Service Charges towards 'Economies of Scale', **to be effective from the date from which No. of outsourced manpower crosses the stipulated No.**, as follows:

<b>S. No.</b>	<b>No. of Out-Sourced Manpower</b>	<b>Applicable Vendor's Margin/ Service Charges</b>	<b>Remarks</b>
1.	≤ 500	3%	
2.	> 500 ≤ 1000	2.75%	Revised Vendor's Margin/ Service Charges, as applicable, shall be effective for entire No. of Out-Sourced Manpower
3.	> 1000 ≤ 1500	2.50%	
4.	> 1500 ≤ 2000	2.25%	
5.	> 2000	2.00%	

- e) Provide new manpower for Data Entry Operations and as support staff, as & when required & called by NHM to do so, for working in various healthcare institutions at State/ Divisional/ District/ Block level(s), under National Health Mission, J&K. Indicative qualifications of any new manpower to be provided shall be as follows:

<b>S. No.</b>	<b>Category</b>	<b>Minimum Qualification</b>	<b>Brief Job Description</b>
1.	Helper/ Multi-Tasking Staff/ Cook (full time)	8 <sup>th</sup>	Routine daily office works of non-technical nature
2.	Sweeper/ Cleaner (full time)	-	-
3.	Drivers	8 <sup>th</sup> with valid Driving License for commercial vehicles and accident-free driving record during preceding five years.	-
4.	Data Entry Operators	Graduation with 1 Year Diploma in Computer Applications  Experience: Minimum 1 Year Post-Qualification Experience	<ul style="list-style-type: none"> <li>• Uploading data of health institutions on day-to-day basis.</li> <li>• Performing other duty(ies) assigned to them related to their work by the Officer in-charge</li> </ul>

- f) Provide any other category of manpower, if required by the State Health Society, under NHM, J&K, classifying the same in accordance with S.O.: 513 dated: 12<sup>th</sup> October 2022, issued by the Labour & Employment Department, J&K.
- g) In reference to the mandate of the MoH&FW, Govt. of India, successful Service Provider is not allowed to charge any amount from the existing/ new Data Entry Operators/ Support Staff/ other manpower, etc. engaged under different Programmes/ Schemes of NHM in J&K. In case, after Award of Contract, successful participant/ approved Service Provider is found to be charging any amount from the manpower, in any manner and for any reasons whatsoever, the Contract/ Agreement will be terminated immediately alongwith forfeiture of Performance Security Deposit and backlisting/ debarring, both the bidding entity as well as its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all future procurement process(es) under NHM in J&K for a minimum period of Ten (10) years.

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## Section – II: Eligibility Criteria:

Participation in this Notice Inviting online bids is 'Open' for all the intended Service Provider(s), providing 'Similar' Services, Within as well as Outside the Union Territory of Jammu & Kashmir, subject to fulfillment of following 'Eligibility' conditions:

1. Participant(s) shall be providing 'Similar' services in the form of a **Registered Legal Entity/ Trade Name**, which may include a Sole Proprietorship Firm, a Partnership Firm registered under The Indian Partnership Act 1932, a Company registered under The Companies Act, 1956/ 2013, a Society registered under The Societies Registration Act 1860, a Trust registered under The Indian Trust Act 1882, a Limited Liability Partnership (LLP) registered under the Limited Partnership Act 2008, or an entity established under any other Law applicable in the Country. **Further, following Entity(ies) are 'Not Eligible' to participate in this selection process:**
  - a. Any Service Provider(s) rendering 'Similar' services without any Registered Trade Name.
  - b. Any Unregistered Body of Individuals.
  - c. Any 'Consortium', whether Registered or Otherwise, including Consortium of either of the above-mentioned Legal Entity(ies).
2. Participant(s) shall be providing/ managing 'Similar', or higher, category(ies) of manpower, predominantly Data Entry Operators/ Computer Assistants and Support Staff to any Central/ State Govt. Organizations/ Banks/ PSUs/ Other Reputed Organizations **from past Ten (10) years, but in any case, not less than Seven (7) years**. Work Experience Certificate in the form of 'Completion Certificate, and not merely the Work Orders, shall have to be uploaded. **Experience in providing categories of manpower like Security Guards, Housekeeping Services, etc. shall not be entertained.**
3. Participant(s) should have provided Data Entry Operators/ Computer Assistants and Support Staff **to at least One (1) Central/ State Govt. Organization(s)/ Bank(s)/ PSU(s) during preceding Seven (7) Financial Years ended on 31<sup>st</sup> March 2022.**
4. Participant(s) should have provided **at least 50**, Data Entry Operators/ Computer Assistants and Support Staff only to any Central/ State Govt. Organization(s)/ Bank(s)/ PSU(s)/ other Reputed Organization(s) **per month in a Single Contract** during preceding Seven (7) Financial Years ended on 31<sup>st</sup> March 2022. Work Experience Certificate in the form of 'Completion Certificate', and not merely the Work Orders, shall have to be uploaded. **Data Entry Operators/ Computer Assistants and Support Staff should have been provided for a minimum period of One Year, or more. Experience with respect to providing manpower for any shorter duration, i.e., less than one (1) year shall not be taken into consideration.**
5. Intended Participant(s) shall have minimum average annual Turnover, from 'Similar' Services, of **Rs.50.00 Lakhs (Rupees Fifty Lakhs only)** during preceding three financial years, i.e., 2019-20, 2020-21 and 2021-22. Certificate to this effect issued by a Chartered Accountant, alongwith UDIN, shall have to be submitted.
6. Intended Participant(s) shall have minimum Positive Net Worth of **Rs.50.00 Lakhs (Rupees Fifty Lakhs only)**, as per audited Financial Statements, during preceding three financial years, i.e., 2019-20, 2020-21 and 2021-22. Certificate to this effect issued by a



Chartered Accountant, alongwith UDIN, shall have to be submitted. For the purposes of this e-NIT, '**Net Worth**' means Excess of Book Value of Assets, excluding Fictitious Assets, over Liabilities. Alternatively, in case of Company(ies), it will be Aggregate of Paid-Up Equity Capital and Free Reserves Minus Accumulated Losses, if any.

7. Participant(s) shall be registered with various Govt. Department(s), predominantly Income Tax Deptt., Commercial Taxes Department, Employees' Provident Fund Organization, Deptt. of Micro, Small and Medium Enterprise (MSME) - Optional, Department of Industrial Promotion & Policy (DIPP) under the Ministry of Commerce & Industries, and shall possess following documents:
  - a. Permanent Account Number (PAN) issued by the Income Tax Department.
  - b. GST Registration No. issued by the Commercial Taxes Department.
  - c. EPF & ESIC Registration Nos. issued by the Employees' Provident Funds Organization.
  - d. UDYAM Certificate, if Registered for 'Similar' Services with the Ministry of Micro, Small and Medium Enterprises.
  - e. Registration Certificate, if Registered for 'Similar' Services with the Department of Industrial Promotion & Policy (DIPP).
  - f. Registration Certificate, if Registered for 'Similar' Services with the National Small Industries Corporation (NSIC).
  - g. In addition, intended participant(s) shall be regularly complying with all the Provisions, Rules & Regulations stipulated under various applicable Statutory Enactments. Intended participant(s) shall have to upload a 'Self-Certified' declaration to the effect that -
    - i. It has been regularly adhering to all the Provisions, Rules & Regulations stipulated under applicable Statutory Enactments.
    - ii. There is no pendency(ies)/ default(s)/ violation(s) regarding various compliances enshrined under these Statutory Enactments upto the period ended on 30<sup>th</sup> November 2022, except where the time-period towards such compliances has not been ended till the last date for uploading of bid(s). Details of all such pendency(ies)/ default(s)/ violation(s), if any, shall have to be uploaded.
    - iii. In case, any concealment/ mis-representation regarding any non-compliance(s)/ default(s)/ violation(s) on part of any of the intended participant(s), including the successful Service Provider, comes to the notice of the State Health Society, NHM, J&K during any subsequent stage(s), including post issuance of Letter of Intent (LoI)/ Award of Contract/ (AoC), 'Bid' of such participant(s), even if Successful, will be treated as 'Void Ab-Initio', and the same shall be without any further recourse available in favour of such participant(s). Accordingly, thereafter State Health Society, NHM, J&K will be at liberty to approach the next eligible participant(s) for issuance of Letter of Intent for undertaking the contract on L-1 Rates and terms & conditions. In addition, State Health Society, NHM, J&K will debar such defaulting participant(s) from all future procurement process(s) under NHM in J&K for a minimum period of Five (5) Years.
8. Participant(s) should not have been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country. In addition, there shall be no action or suit or proceeding or investigation pending against the bidding entity at Law or in equity before any Court or before any other Judicial,

Quasi-Judicial or other Investigation/ Regulatory authority, for offences involving moral turpitude in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country, the outcome of which may constitute an event of default or impair implementation of contract in any manner whatsoever.

9. In view of the sensitivity of services, associated governing Statutory Enactments/ allied Rules & Regulations, predominantly the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, and more significantly to respond and manage all the grievances arising during the Contract Period on real time basis, Intended Participant(s) shall be having '**Registered**' Office in either of the Capital City(ies) of J&K viz., Jammu or Srinagar.
  - a. In case, approved Service Provider(s) is not having an existing 'Registered' office in either Jammu or Srinagar city(ies), they will have to upload an undertaking, on 'Non-Judicial Stamp Paper' of Rs.100/- and duly attested by 01<sup>st</sup> Class Magistrate, that it will open office in either of the city(ies) within thirty (30) days, but in any case, not later than forty-five (45) days, from the date of Issuance of Letter of Intent (LoI) and which will remain functional throughout the contract Period, including the extended period, if any, failing which bid(s) of such participant(s) are liable to be rejected outrightly.
  - b. In addition, if any such participant(s) appears to be successful during this selection process, and thereafter fails to comply with this conditionality, all its right as approved Service Provider shall stand terminated with immediate effect and without any further recourse available in favour of such participant(s). Accordingly, thereafter State Health Society, NHM, J&K will be at liberty to approach the next eligible participant(s) for issuance of Letter of Intent for undertaking the contract on L-1 Rates and terms & conditions. In addition, State Health Society, NHM, J&K will debar such defaulting participant(s) from all future procurement process(s) under NHM in J&K for a minimum period of Five (5) years.
10. No participant(s) is allowed to submit more than one bid in any form, i.e., any participant (Sole-Proprietor/ Partnership Firm/ Company/ Society/ Trust/ LLP) cannot at the same time also be Partner/ Director/ Member of any other Partnership Firm/ Company/ Society/ Trust/ LLP submitting bid in response to this NIT. In case of any failure to abide by this conditionality, all such bid(s) having common Partner(s)/ Director(s)/ Member(s) shall be 'Rejected Outrightly'.

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### Section – III: Submission of Bids:

1. **Bid Preparation and Uploading:** Intended participant(s), meeting all the ‘Eligibility Criteria’, stated under Section-II, shall have to submit ‘**Online**’ bid(s) under **Two Cover System** as follows:

**A. Cover – I: Technical Cover: Technical bid shall comprise of all the following documents:**

- a. Scanned copy of Tender Processing Fees, to be deposited through online/ RTGS transfer in State Health Society, NHM, J&K’s **Bank A/c No.: 0021040500000042 “Non-NHM Funds at SHS Level”** with the Jammu & Kashmir Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAoLUXURY).
- b. Scanned copy of EMD of **Rs.5.00 Lakhs (Rupees Five Lakhs only)**, duly *pledged in favour of Financial Advisor/ CAO, NHM, J&K*
- c. Scanned copy of Affidavit on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1<sup>st</sup> Class Magistrate**, stating that:
  - i. Bidding entity, including its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, has not been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country.
  - ii. There is no action or suit or proceeding or investigation pending against the bidding entity, or its Proprietor/ Partner(s)/ Member(s)/ Director(s), at Law or in equity before any Court or before any other Judicial, Quasi-Judicial or other Investigation/ Regulatory authority, for offences involving moral turpitude in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country, the outcome of which may constitute an event of default or impair implementation of contract in any manner whatsoever.
  - iii. If anything is found wrong/ false/ misleading/ contrary to the Public Interest/ Interests of the Country/ Union Territory of J&K/ Health & Medical Education Deptt. J&K/ NHM, J&K, or the bidding entity, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, if subsequently declared Guilty/ Convicted for any offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country, at any stage(s), including the currency of Rate Contract, such bidding entity and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, even if such bidding entity is the approved Service Provider, shall be responsible ‘Severally & Jointly’, and will be ready to face any legal action(s) to be initiated against it by the State Health Society, upon the recommendations of the Committee constituted in this behalf. It will be in addition to other penal recourses, inter-alia forfeiture of EMD/ Performance Bank Guarantee/ any other payments due towards the bidding entity/ approved Service Provider, debarring/ blacklisting such defaulting/ erring bidding entity, and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all procurement processes under NHM in J&K for a minimum period of five (5) years, etc.
- d. Scanned copy of an Affidavit on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1<sup>st</sup> Class Magistrate**, stating:
  - i. Total No. of employees on its payroll.

- ii. Declaration to the effect that it has deducted EPF with respect to the all the manpower services provided by it during preceding three financial years and deposited the same (both employer share & employee share) alongwith all other Statutory dues with the concerned Authorities and there is no outstanding against it.
  - iii. In case of any wrong/ false/ misleading information comes to the notice of State Health Society, NHM, J&K during any subsequent stage(s), including the currency of Rate Contract, such bidding entity and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, even if such bidding entity is the approved Service Provider, shall be responsible 'Severally & Jointly', and will be ready to face all the consequences, including forfeiture of EMD/ Performance Bank Guarantee/ any other payments due towards the bidding entity/ approved Service Provider, debarring/ blacklisting such defaulting/ erring bidding entity, and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all procurement processes under NHM in J&K for a minimum period of five (5) years, etc.
- e. ***Applicable only for those Participant(s) who do not have any 'Registered' office in J&K, as on the date of submission of bid(s)*** - Scanned copy of an affidavit on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1<sup>st</sup> Class Magistrate**, stating that:
- i. If declared successful, it agrees to open an office in either of the Capital City(ies), viz., Jammu/ Srinagar, within thirty (30) days, but in any case, not later than forty-five (45) days, from the date of Issuance of Letter of Intent (LoI), which will remain functional throughout the contract Period, including the extended period, if any.
  - ii. In case of failure to open 'Registered' Office in either of the Capital City(ies), viz., Jammu/ Srinagar within the stipulated period, or any extended period, if allowed by the Mission Director, NHM, J&K, bid of such approved Service Provider will be treated as 'Void Ab-Initio', and all its Rights as approved Service Provider shall stand terminated with retrospective effect from the date of issuance of Letter of Intent, and the same shall be without any further recourse available in favour of bidding entity, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be. Further, State Health Society, NHM, J&K will be at absolute liberty to forfeit its EMD/ Performance Bank Guarantee. In addition, bidding entity, alongwith its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, will also be debarred/ blacklisted from all procurement process(es) under NHM in J&K for a minimum period of Ten (10) years.
  - iii. Furthermore, in case of such default, the approved Service Provider, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, do not have any reservation with respect to State Health Society, NHM, J&K approaching the next eligible participant(s) for issuance of Letter of Intent for undertaking the contract on L-1 Rates and terms & conditions, and also it undertakes to indemnify the State Health Society, NHM, J&K against all the actions, if initiated by any Agency(ies)/ Participant(s)/ Public at Large, etc., towards approaching next eligible participant(s) for issuance of Letter of Intent.
- f. Bidder's detail, as per annexure 'B' – To be submitted on Letterhead of bidding entity, duly signed by 'Authorized Signatory'. In case, bidding entity is registered as Partnership Firm/ Hindu Undivided Family (HUF)/ Company/ Limited Liability Partnership/ Society/ Trust/ etc., **Authority Letter/ Board Resolution in favour of Authorized Signatory**, signed by all the Partners/ Members/ Directors, as the case may be, to submit bid in

response to this NIT and to make any correspondence in this regard with the State Health Society, NHM, J&K also has to be uploaded.

- g. Undertaking, as per annexure 'C' - To be submitted on Letterhead of bidding entity, duly signed by 'Authorized Signatory'.
- h. Scanned copies of following documents, Self-attested by the Authorized Signatory and duly stamped:
  - i. Documentary evidence as to the 'Legal' status of bidding entity that is, Certificate issued by the Registrar of Companies/ Firms/ Societies, etc.
  - ii. PAN Card of Bidding Entity as well as its Authorized Signatory.
  - iii. GST Registration Certificate.
  - iv. Latest GST Return 3B, i.e., for the month of February 2023/ Quarter ended on 31<sup>st</sup> December 2022.
  - v. Certificate of Registration under Employees Provident Fund Act.
  - vi. Certificate of Registration under Employees State Insurance Act.
  - vii. Average annual Turnover Certificate, issued by the Chartered Accountant alongwith UDIN, stating average Annual Turnover, from 'Similar' Services, for preceding three financial years, i.e., 2019-20, 2020-21 and 2021-22.
  - viii. Certificate issued by a Chartered Accountant, alongwith UDIN, clearly stating Net Worth, as per audited Financial Statements, for each of the preceding three financial years, i.e., 2019-20, 2020-21 and 2021-22.
  - ix. ITRs of last three financial years – 2019-20, 2020-21 and 2021-22.
  - x. Work Experience Certificate in the form of Work Order(s) alongwith Performance/ Completion Certificate(s), issued by the Central/ State Govt. Organizations/ Banks/ PSUs/ other Reputed Organizations.
  - xi. UDYAM Certificate, if Registered for 'Similar' Services with the Ministry of Micro, Small and Medium Enterprises.
  - xii. Registration Certificate, if Registered for 'Similar' Services with the Department for Promotion of Industry & Internal Trade (DPIIT).
  - xiii. Registration Certificate, if Registered for 'Similar' Services with the National Small Industries Corporation (NSIC).
- i. 'Self-Certified' declaration, on letterhead, stating that -
  - i. Bidding entity possess requisite financial and other resources required towards successful management of existing manpower, as well as provision of any new manpower on 'as & when required' basis, under NHM in J&K during the course of Rate Contract.
  - ii. Bidding Entity, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, has been regularly adhering to all the Provisions, Rules & Regulations stipulated under applicable Statutory Enactments.
  - iii. There are no pendency(ies)/ default(s)/ violation(s) against Bidding Entity, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, regarding various compliances enshrined under these Statutory Enactments upto the period ended on 30<sup>th</sup> November 2022, except where the time-period towards such compliances has not been ended till the last date for uploading of bid(s). Details of any pendency(ies)/ default(s)/ violation(s), if any, shall have to be uploaded.
  - iv. In case, any concealment/ mis-representation regarding any non-compliance(s)/ default(s)/ violation(s) on part of any of the intended participant(s), including the successful Service Provider, comes to the notice of the State Health Society, NHM, J&K during any subsequent stage(s), including post issuance of Letter of Intent (LoI)/ Award

of Contract/ (AoC), 'Bid' of such participant(s), even if Successful, will be treated as 'Void Ab-Initio', and the same shall be without any further recourse in favour of Bidding Entity, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be.

- v. Furthermore, in case of such default, the approved Service Provider, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, do not have any reservation towards State Health Society, NHM, J&K approaching the next eligible participant(s) for issuance of Letter of Intent for undertaking the contract on L-1 Rates and terms & conditions, and also it undertakes to indemnify the State Health Society, NHM, J&K against all the actions, if initiated by any Agency(ies)/ Participant(s)/ Public at Large, etc., towards approaching next eligible participant(s) for issuance of Letter of Intent.

**B. Cover – II: Financial Cover: Financial bid as per following:**

- a. Price bid has to be quoted in terms of 'Vendor's Margin/ Service Charges', to be quoted in Rupees, and Not in %age, strictly in accordance with the BoQ clearly mentioning GST/ other Taxes and applicable charges, if any.
- b. In the matter, Office Memorandum No. F.6/1/2023-PPD dated: 06<sup>th</sup> January 2023 from Procurement Policy Division of the Deptt. of Expenditure under the Ministry of Finance, Govt. of India, and addressed to Govt. e-Marketplace (GeM), stated that Minimum Service Charges in procurement of Manpower Out-Sourcing Service may be fixed as 3.85%, including 3% Profit plus Transaction Charges which are 0.85% at present. **Accordingly, after threadbare deliberations regarding the Office Memorandum issued by the Deptt. of Expenditure, it is for information of all the intended participant(s) that the Minimum Service Charges towards providing manpower services, as per the Scope of Services stipulated in this e-NIT, may not be less than 3%, i.e., excluding Transaction Charges of 0.85%, which may be applicable for procuring similar services on GeM.**
- c. If any of the intended bidder(s) quote 'Nil' charges, its/ their bid shall be treated as 'Non-Responsive' and shall not be considered.
- d. In case, any of the intended bidder(s) does not quote for any of the category(ies), it shall be presumed that such bidder(s) is/ are willing to provide services for such category(ies) on 'Free of Cost' basis.
- e. In case, any of the intended bidder(s) fail to mention any amount with respect to GST, it shall be presumed that amount of GST has been subsumed in the Basic Rate.
- f. Vendor's Margin/ Service Charges once fixed will remain unchanged for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the revision of minimum wage or otherwise.
- g. Vendor's margin/ Service charges under the contract by the approved Service Provider shall in no event exceed the lowest price charged by the approved Service Provider from any other organization during the period of the contract.
- h. During the currency of Rate Contract, any consequent change(s) in amount of GST or EPF/ ESIC/ EDLI, becoming applicable in pursuance to any subsequent upward/ downward revision of GST or EPF/ ESIC/ EDLI, Rates notified by the Government in future shall be effective from the Notified Date(s) from when such changes will come into effect. Accordingly, payment will be made as per applicable Enactments/ Rules notified thereunder. Documentary evidence(s) for payment of applicable tax(es)/ Statutory dues shall have to be provided by the successful Participant(s).

- i. Any Price Escalation or Price Variation, except on account of any upward/ downward revision in Rates of GST or EFP/ ESIC/ EDLI Contributions, shall not be applicable or considered under any circumstances for the Rate Contract coming into force as a result of this bidding process.
  - j. Rates are to be quoted in Indian Rupee (INR) only.
2. All the documents shall be **Valid** at the time of uploading of bid and shall Not be expiring within three (3) months from the date of submission of online bids.
  - a. Any failure or shortfall in submission of requisite document(s) towards 'Eligibility' criteria, as per Section – II, and/ or other documents as per Clause (1) of Section – III, may render the bid of such participant(s) as 'Non-Responsive'.
  - b. During evaluation of bid(s), it is observed that validity of some of the document(s), as uploaded by respective participant(s), will be expiring after the last date for submission of bid(s). For such cases(s), it is clarified that subject to anything contrary stated in this document, any of the document(s), validity of which will be expiring after submission of bid(s), but during ongoing evaluation of bid(s), or post finalization of bid(s) but prior to acceptance of Letter of Intent (LoI) by the selected participant(s), Contract will be effective only after receipt of renewed certificates within the time stipulated by this office, failing which acceptance of LoI shall be 'Void Ab-Initio'. **In addition, in such case, the State Health Society reserves the unconditional right to approach and negotiate with L-2 participant(s).** It will be without any prejudice to the recourse available to the State Health Society with respect to document(s) expiring during the course of the Rate Contract, after acceptance of LoI and execution of agreement.
  - c. All the relevant document(s)/ Registration(s)/ Approval(s)/ Authorization(s) shall remain 'Valid' during the Contract period, including extended period, if any.
3. In case, any of the document(s) furnished by either of the intended participant(s), including successful participant, is/ are found to be forged/ fabricated/ mis-leading, or any information submitted by it/ them is found to be false/ incorrect/ mis-leading, at any stage(s), including the Contract Period, it may render bid(s) of such defaulting participant(s) **'Void ab-Initio'**, and is/ are liable for its immediate cancellation alongwith forfeiture of EMD(s)/ Performance Security Guarantee of such participant(s) and debarring/ backlisting, both the bidding entity as well as its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all future procurement process(es) under NHM in J&K for a minimum period of Ten (10) years.
4. Successful participant(s) shall have to deposit Original Copy(ies) of EMD & all the Affidavit(s), alongwith duly attested & notarized copy(ies) of all the document(s) uploaded at the time of submission of bid(s).
5. Intended Participant(s) have to examine carefully all the contents of this bid document. Failure to comply with any of the requirements of this bid document will be at participants' own risk and may render their bid(s) **'Non-Responsive'**.
6. Intended Participant(s)/ Authorized Representative(s) shall point out to Tender Inviting Authority regarding embitterment, if any, at the time of opening of tenders. Thereafter, intended participant(s)/ authorized representative(s) will have no right to confer or to represent on one ground or the other.
7. Participant(s) shall provide all the information sought under this bid document. The Tendering Committee will evaluate only those bid(s) which are complete in all respects. Any Incomplete and/ or Conditional bids may be liable for 'Outright Rejection'.

8. Outsourced personnel shall be entitled for remuneration, as per Annexure 'D', including obligatory payments towards EPF/ ESI/ EDLI, etc., as applicable.
9. **Query(ies) & Reservation(s) of Intended Participant(s) vis-a-vis Consequent Amendments/ Modifications in Bid Document:**
  - a. In view of paucity of time, Pre-Bid meeting has not been scheduled. Intended participant(s) having any query(ies)/ reservation(s)/ suggestion(s)/ feedback may submit the same on e-Mail ID: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com), alongwith copy of the same on e-Mail ID: [faconhmjk@gmail.com](mailto:faconhmjk@gmail.com), latest by **16<sup>th</sup> March 2023 upto 1600 Hrs.** After the stipulated date & time, no query(ies)/ representation(s) of any sort shall be entertained.
    - i. Queries shall be clearly stated mentioning the Content, Terms & Conditions/ Clause No., alongwith Relevant Page No. of bid document, and the Concern(s) of intended participants(s), alongwith suggestion(s) if any, and detailed justification(s) for proposed changes/ amendments.
    - ii. Intended participant(s) as well as all other stakeholders, are free to raise queries/ concerns relating to successful and effective implementation of project in J&K. However, queries should clearly spell the rationale behind required change(s)/ modification(s)/ updation(s)/ deletion(s) in bid document and should not be merely a vague attempt to divert the Committee, or other intended participant(s), from discussing genuine query(ies).
    - iii. The Tender Inviting Authority at its sole discretion may also hold further discussions with the intended participant(s), or their authorized representatives, to finalize any other issue(s) related with the project. This would be common for all the intended participant(s).
  - b. **Amendments/ Modifications in Bid Document:**
    - i. Necessary changes in bid conditions, if deemed appropriate to the Tendering Committee, may be made after approval from Tender Inviting Authority.
    - ii. All Corrigendum/ addendum, if any issued, shall be the integral part of terms & conditions of bid document and will be published on the website(s): <https://jktenders.gov.in> and [www.jknhm.com](http://www.jknhm.com).
    - iii. Intended participant(s) are advised to submit bid(s) as per the terms & conditions of original bid document read with the clarifications/ modifications/ amendments issued, if any.
    - iv. If deemed appropriate, Tender Inviting Authority may, at its sole discretion, but not under any obligation to do so, extend the last date for submission of bid(s) by issuing appropriate corrigendum.
    - v. Bid(s) once uploaded, are not allowed to be modified, substituted or withdrawn by the participant(s). Therefore, it is emphasized upon all the intended participant(s) that all terms & conditions of the bid document shall be carefully studied for successful submission of complete and comprehensive bid. Failing to comply with any of the terms & conditions will only lead to rejection of bid, even if it is the most competitive offer.
    - vi. Intended participant(s) are advised to remain updated through above-mentioned website(s). State Health Society, NHM, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of Intended participant(s) to keep themselves updated through these website(s).
10. **Bid Validity Period and Extension thereof:**
  - a. Bid(s) submitted by intended participant(s) shall remain valid for a period of **Ninety (90) days** from the last date for submission of online bid(s).



- b. In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request intended participant(s) to extend the period of validity for a specified additional period, **not exceeding 90 (Ninety) days** from the expiry of original bid validity date. All the communication(s) in this regard, including request of Tender Inviting Authority and the participant's response shall be in writing.
  - c. In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such participant(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected.
  - d. Bid validity period of approved Service Provider(s) shall be automatically extended till the date on which the Agreement is executed between concerned party(ies).
11. **Acknowledgement by Intended Participant(s):** It shall be deemed that by submitting bid, intended participant(s) has:
- a. made a complete and careful examination of the bid document.
  - b. received all relevant information requested from the State Health Society, NHM, J&K.
  - c. satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Contract in accordance with the bidding document and performance of all of its obligations there under.
  - d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bid document or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Rate Contract/ Agreement.
  - e. acknowledged that it does not have a Conflict of Interest.
  - f. agreed to be bound by the undertakings provided by it under and in terms thereof.
  - g. The Tender Inviting Authority, or any of the Officer(s)/ Official(s) of NHM, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to bidding process, including any error or mistake therein or in any information or data given in bid document.
  - h. It shall be deemed that by submitting bid, Intended participant(s) agrees and releases the Mission Director, NHM, J&K and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
12. **Earnest Money Deposit (EMD):**
- a) Bid(s) shall have to be accompanied with the Earnest Money Deposit of Rs.5,00,000/- (Rupees Five Lakhs only).
  - b) In reference to Rule 170 of the General Financial Rules 2017, as amended from time to time, Micro & Small Enterprises (MSEs), as defined in MSE Procurement Policy 2012 issued by the Deptt. of Micro, Small and Medium Enterprises (MSME), or Participant(s) registered with the Central Purchase Organization(s) or Start Up(s) Recognized by the Deptt. for Promotion of Industry & Internal Trade (DPIIT) for '**Similar Services**', are exempted from payment of EMD. To claim exemption, intended participant(s) shall have to upload UDYAM Certificate, formerly Udyog Aadhar Certificate, or Registration Certificate for '**Similar Services**', issued by the DPIIT or National Small Industries Corporation (NSIC) or any other Central Purchase Organization(s).

- c) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K.
- d) EMD shall remain valid for a period of one (1) year, to be reckoned from the last date for submission of online bids.
- e) Participant(s) have to upload scanned copy of CDR/ FDR alongwith Technical bid.
- f) EMD of successful participant(s) shall have to be deposited, in **‘Original’**, in the office of State Health Society. Successful participant(s) shall have to ensure that original EMD shall be the same as uploaded during online submission of bids. Any variation between the copy of EMD uploaded and the original EMD may lead to outright rejection of the bid of successful participant(s) alongwith initiation of necessary action against such participant(s).
- g) EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.
- h) EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to Tender Inviting Authority as per the bid document and/ or the Agreement, or otherwise, under the following conditions:
  - i. If any participant(s) withdraws or modifies the bid or impairs or derogates from the bid in any respect, during the period of bid validity, as specified in this bid document and as extended by mutual consent of respective participant, or after opening of bids.
  - ii. If any participant(s) engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this bid document.
  - iii. If it is established that the information/ documents furnished by the participant(s) is incorrect, false, misleading or forged
  - iv. In addition to above-mentioned conditions, in case of successful participant(s), if the successful participant(s) -
    - a. fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the Rate Contract.
    - b. fails to execute the agreement within the specified time or extended time by Competent Authority on the request of such participant(s).
    - c. fails to deposit the Performance Security Deposit within the prescribed time.
    - d. fails to provide the services as per the Rate Contract/ Agreement within the time prescribed; or
    - e. violates any terms & conditions of the tender document/ Agreement.
- i) EMD of unsuccessful participant(s) shall be refunded soon after finalization of bidding process, whereas it shall be retained in case of successful participant(s) and treated as Performance Security Deposit and will be refunded to successful participant(s) after completion of Contract Period.
- j) EMD lying with the State Health Society in respect of any other tender, awaiting approval or rejected or on account of contracts being completed, shall not be adjusted towards EMD for this tender. EMD may, however, be taken into consideration in case bids are ‘Re-invited’ for similar services.

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**Section – IV: Evaluation of Bid(s), Letter of Intent (LoI), Agreement, Performance Security Guarantee, Contract Period/ Validity of Rates:**

**1. Evaluation of Bids:**

- a. In reference to Office Memorandum No. F.6/1/2023-PPD dated: 06<sup>th</sup> January 2023 from Procurement Policy Division of the Deptt. of Expenditure under the Ministry of Finance, Govt. of India, suggesting Minimum Service Charges for procurement of Manpower Out-Sourcing Service, and considering the likelihood of more than one of the participant(s) quoting Similar Service Charges for providing requisite services under NHM in J&K, evaluation of bids shall be made on ‘**Quality cum Cost Based Selection (QCBS)**’ basis, as per following methodology –
- i. Firstly, Technical Evaluation of all the bid(s) shall be made on following basis –

<b>S. No.</b>	<b>Criteria</b>	<b>Marks to be Allotted</b>	<b>Maximum Marks</b>
<b>1.</b>	<b>Average Annual Turnover from Similar Services in Preceding Three (3) Financial Year(s) ended on 31<sup>st</sup> March 2022</b>		<b>20</b>
a.	≥ Rs.3.00 Crore	20	
b.	≥ Rs.2.00 Crore, but < Rs.3.00 Crore	17	
c.	≥ Rs.1.00 Crore, but < Rs.2.00 Crore	14	
d.	≥ Rs.50.00 Lakhs, but < Rs.1.00 Crore	11	
<b>2.</b>	<b>Positive Net Worth of at-least Rs.50.00 Lakhs - In Audited Financial Statements of Preceding Three (3) Financial Year(s) ended on 31<sup>st</sup> March 2022</b>		<b>10</b>
a.	Minimum Positive Net Worth of Rs.50.00 Lakhs Reported in all the 3 Preceding Financial Years	10	
b.	Minimum Positive Net Worth of Rs.50.00 Lakhs Reported in Less than 3 Preceding Financial Years	5	
<b>3.</b>	<b>Maximum No. of DEOs and/ or Helpers Hired per month in Single Contract in Last Seven (7) Financial Years ended on 31<sup>st</sup> March 2022</b>		<b>15</b>
a.	> 200 Persons	15	
b.	> 100 Persons, but ≤ 200 Persons	10	
c.	> 50 Persons, but ≤ 100 Persons	5	
<b>4.</b>	<b>Maximum Contract Value of a Single Contract Executed in Last Seven (7) Financial Years ended on 31<sup>st</sup> March 2022</b>		<b>20</b>
a.	≥ Rs.3.00 Crore	20	
b.	≥ Rs.2.00 Crore, but < Rs.3.00 Crore	17	
c.	≥ Rs.1.00 Crore, but < Rs.2.00 Crore Lakhs	14	
d.	≥ Rs.50.00 Lakhs, but < Rs.1.00 Crore	11	
<b>5.</b>	<b>No. of any Central/ State Govt. Deptts./ Agency(ies)/ Organization(s)/ Bank(s)/ PSU(s) to which similar manpower, including DEOs/ Helpers, but excluding Security Guards, Housekeeping Services, etc. has been provided in Last Seven (7) Financial Years ended on 31<sup>st</sup> March 2022</b>		<b>20</b>
a.	≥ 10 such Organizations/ PSUs	20	
b.	≥ 7, but < 10 such Organizations/ PSUs	17	
c.	≥ 4, but < 7 such Organizations/ PSUs	14	
d.	≥ 1, but < 4 such Organizations/ PSUs	11	

S. No.	Criteria	Marks to be Allotted	Maximum Marks
6.	<b>Total Manpower on Payroll of intended Participant(s) as on 28<sup>th</sup> February 2023</b>		<b>15</b>
a.	≥ 500 Persons	15	
b.	≥ 250 Persons, but < 500 Persons	10	
c.	≥ 100 Persons, but < 250 Persons	5	
<b>Total Marks</b>			<b>100</b>

ii. Technical Scoring will be ‘**Normalized**’ as follows:

$$\mathbf{T_n = T_b / T_{max} * 100}$$

Where,

- T<sub>n</sub> = Normalized Technical Score of Participant under consideration
- T<sub>b</sub> = Evaluated Technical Score for Participant under consideration
- T<sub>max</sub> = Maximum Evaluated Score for any Participant

iii. Responsive bid(s) Scoring **Minimum 60%** Marks, as Normalized, will ‘Qualify’ for Financial Bid Opening.

iv. Thereafter, ‘Financial’ bids will be opened. Financial Scoring will also be ‘**Normalized**’ as follows -

$$\mathbf{F_n = F_{min} / F_b * 100}$$

Where,

- F<sub>n</sub> = Normalized Financial Score of Participant under consideration
- F<sub>b</sub> = Evaluated Cost for Participant under consideration
- F<sub>min</sub> = Minimum Evaluated Cost for any Participant

v. In view of Minimum Service Charges for procurement of Manpower Out-Sourcing Services, as suggested by Procurement Policy Division of the Deptt. of Expenditure under the Ministry of Finance, Govt. of India vide Office Memorandum No. F.6/1/2023-PPD dated: 06<sup>th</sup> January 2023, read with Rule 192 of General Financial Rules 2017, as amended from time to time, relative **Weightage of 80:20** will be assigned to the **Normalized Technical** and **Normalized Financial** Score(s), arrived as per (ii) and (iv) supra, as follows –

$$\mathbf{B_n = 0.80 * T_n + 0.20 * F_n}$$

Where,

- B<sub>n</sub> = Overall Score of Participant under consideration
- T<sub>n</sub> = Normalized Technical Score of Participant under consideration
- F<sub>n</sub> = Normalized Financial Score of Participant under consideration

vi. Accordingly, the participant with **Highest Weighted Combined Score** shall be Eligible for Award of Contract.

vii. ***If there is any ‘Tie’ between Highest Weighted Combined Score of two or more participant(s), Selection Process shall be finalized on the basis of “Total No. of Central/ State Govt. Deptt(s)/ Agency(ies)/ Organization(s)/ Bank(s)/ PSU(s) to which similar manpower, including DEOs/ Helpers, but excluding Security Guards, Housekeeping Services, etc. has been provided in Last Seven (7) Financial Years ended on 31<sup>st</sup> March 2022”. This evaluation shall be based on documents, i.e., Work Order(s) alongwith Completion/ Performance***

***Certificate(s), already submitted by such 'Tie' participant(s). However, no new/ additional document(s) will be asked for.***

- b. If required, to facilitate smooth and effective evaluation of bids, in reference to Rule 7.3.5 of the Manual for Procurement of Goods, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarification(s)/ additional information/ document(s) from any participant(s) regarding its bid(s), subject to the followings -
  - i. It is the participant's responsibility to provide necessary clarification(s)/ additional information/ document(s) to the satisfaction of the Authority.
  - ii. No change in Price(s) or substance of bid(s) will be entertained.
  - iii. No post-bid clarification at the initiative of participant(s) shall be entertained.
  - iv. Shortfall information/ document(s) should be sought only in case of historical documents which pre-existed at the time of submission of bid(s) which have not undergone change since then.
  - v. In case of any shortfall of document(s) regarding 'Eligibility' criteria, only related shortfall towards document(s) already submitted may be asked for. However, no new qualification documents will be asked for.
  - vi. If required, Tender Inviting Authority can verify the facts and figures quoted in the bid(s).
  - vii. Notwithstanding anything contained in the bid document, the Tender Inviting Authority reserves the Absolute and Unconditional Right to not to take into consideration any such clarification(s)/ additional information/ document(s) during evaluation of bid(s).
- c. In case, after opening of financial bid(s), it will be observed by the Evaluation Committee that the bidder(s) have made any mistake(s)/ error(s) in quoting the rate(s), which in the opinion of Committee are without any application of mind, thereby jeopardizing finalization of this bidding process, ***penalty of Rs.50,000/- (Rupees Fifty Thousand only)*** will be levied on such defaulting bidder(s) which shall have to be deposited in the manner to be decided by the Tender Inviting Authority subsequently. EMD of any such defaulting participant(s) will be refunded only after receipt of proof of deposit of such penalty.
- d. Bids shall be deemed to be under consideration immediately after these will be opened and remain so till finalization of the same and official intimation of Award of Contract/ Rejection of bid(s). While bid(s) are under consideration, participant(s), its authorized representatives or other interested parties are advised to refrain, save and except as required in bid document, from contacting by any means, any Officer/ Official of NHM, J&K on matters related to the bid under consideration.

## **2. Letter of Intent (LoI) and Agreement:**

- a. After finalization of bid(s), as per Sub-Clause (1) supra, and subsequent approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful participant(s).
- b. Within **Three (3) Days, but in any case Not later than One Week, from the Date of Issuance of LoI**, successful participant(s) shall have to submit original copy of acceptance of the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an 'Agreement' in this regard with the officer, to be designated by the Mission Director, NHM, J&K in this behalf. Stamp duty, if any, payable on the agreement shall be borne by the successful participant(s).
- c. Successful participant(s) shall be party to the agreement as a 'Confirming Party'. Successful participant(s) shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the

agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained.

- d. Successful participant(s) shall also execute such further documents and deeds as may be required.
- e. In case, the agreement is not executed within **Ten (10) Days of Acceptance of LoI**, or within any extended period, if granted by the Mission Director, NHM, J&K on the request of such successful participant(s), it is presumed that successful participant(s) is/ are '**Not Willing**' to execute the agreement/ Rate Contract. In such case, Mission Director, NHM, J&K, in addition to executing various resources available against such defaulting successful participant(s) as per this bid document, will be at absolute liberty to approach next 'Eligible' participant(s) within the price band of 15% of L-1 Rates for seeking their acceptance towards execution of contract for intended services on L-1 Rates and terms & conditions.
- f. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to next lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful participant(s) within the stipulated time period, shall be recovered out of its EMD. Even if the 2<sup>nd</sup> lowest participant(s) agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of any defaulting 1<sup>st</sup> lowest participant(s) will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

### **3. Performance Security Guarantee:**

- a. In reference to Office Memorandum No.: F.9/4/2020-PPD dated: 12th Nov. 2020, issued by the Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India, successful participant(s), for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Security Guarantee (PSG) @ **2% of the value of the Contract** in favour of FA & CAO, NHM, J&K at the time of execution of agreement, but in any case, not later than One Week from the date of agreement.
- b. PSG shall be in the form of CDR/ FDR/ Bank Guarantee issued by any Scheduled/ Nationalized Bank.
- c. PSG shall remain in force till six (6) months after completion of the contract period.
- d. **EMD of Approved Service Provider(s) shall be adjusted towards PSG.**
- e. PSG shall be refunded after satisfactory completion of contract period and after satisfying that there are no dues outstanding against the successful participant(s).
- f. It is to be noted that previous EMD/ Security Deposit, on account any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this NIT and therefore fresh security deposit is to be furnished.
- g. State Health Society, NHM, J&K will not pay any interest on PSG/ EMD.
- h. PSG may be forfeited, wholly or partially, in case the successful participant(s) -
  - i. fails to provide the services as per the Rate Contract/ Agreement; or
  - ii. violates any terms & conditions of the NIT/ Agreement.
  - iii. In case, Tender Inviting Authority decides to terminate the Contract at any stage, it will promptly release PSG after satisfying that there are no dues outstanding against successful participant(s).

### **4. Contract Period/ Validity of Rates:**

- a. Initially, Rate(s) coming into force as a result of this Tendering process shall remain in vogue till 31<sup>st</sup> March 2025.
- b. Contract will be extendable by another one year on satisfactory performance and subject to the necessary approvals by the MoH&FW, Govt. of India/ Competent Authority.

- c. After successful completion of the Contract Period of, to ensure transition of services to new Service Provider, Rate Contract, coming into existence as a result of this process, may be extended, if deemed appropriate by the Competent Authority, for an 'Interim' period, not exceeding ninety (90) days, on similar Rates and terms & conditions.
- d. Service Charges/ rates quoted by the successful Service Provider shall remain fixed for the entire Contract period, including the extended period, if any.

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## Section – V: Terms of Payment:

1. Payment, as per actual No. of manpower managed/ engaged, shall be made by the respective Office(s) where manpower will have to be provided, or respective Head Office(s), under National Health Mission, J&K, including State Health Society/ District Health Society(ies)/ Tertiary Health Care Institution(s), etc.
2. Payment shall be made by the concerned Office(s), on '**Pay and Collect Basis**' after receipt of monthly bills, alongwith attendance and documentary proofs regarding deposit of Statutory dues, including EPF & ESI, both Employee & Employer Share, GST, etc., duly verified by the concerned Officer(s).
3. ***Requisite portion of the bill/ whole of the bill shall be held up till the proof is furnished to the concerned office(s).***
4. No advance payment(s), of any nature, shall be made due to any reasons whatsoever.
5. Statutory dues, as applicable under the Rules, shall be deducted at source from the monthly invoice(s) of approved Service Provider.
6. Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the successful participant.
7. All bills/ invoices should be raised in triplicate.
8. Any Price Escalation or Price Variation, except on account of any upward/ downward revision in Rates of GST or EFP/ ESIC/ EDLI Contributions, shall not be applicable or considered under any circumstances for the Rate Contract coming into force as a result of this bidding process.
9. Suggestive Timelines:

S. No.	Particulars	Responsibility	Timeline
1.	Forwarding of monthly Bio-Metric Attendance of out-sourced manpower to approved Service Provider.	In-charge/ Dealing Officer(s) of concerned Healthcare Facility(ies)/ Programme(s)	By or before 05 <sup>th</sup> of relevant next Month
2.	Payment of monthly remuneration of out-Sourced manpower – To be paid through banking channel only. Cash disbursement of salary is strictly Not Allowed.	Approved Service Provider	By or before 07 <sup>th</sup> of relevant next month
3.	Submission of monthly bill(s) to concerned healthcare facility(s)/ Administrative Office(s) with respect to remuneration of out-sourced manpower alongwith documentary proof of payment of Statutory Dues.	Approved Service Provider	By or before 12 <sup>th</sup> of relevant next month
4.	Payment of bill(s) in favour of approved Service Provider. <b><i>Payment of Invoice for any month will be paid only after receipt of certificate regarding disbursement of remuneration of previous month.</i></b> <b><i>Requisite portion of bill/ whole of bill shall be held up till the proof is furnished to concerned Healthcare Facility(ies).</i></b>	DDO(s) of concerned Healthcare Facility(ies)/ Administrative Office(s)	By or before 15 <sup>th</sup> of relevant next month



## **Section – VI: Roles & Responsibilities:**

### **I. Responsibilities and Duties of Manpower Managed/ Engaged by approved Service Provider:**

- a. They shall be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good-will and enhance the image of this organization.
- b. They shall perform their duties with utmost sincerity and integrity and shall not divulge or disclose or share any details, including operational processes, workflows, administrative/ organizational matters, security & other arrangements, etc. either related to their respective workplace(s) or NHM or H&ME Deptt. J&K, with approved Service Provider or any 3<sup>rd</sup> party(ies).
- c. They will not interfere with the duties of the employees of concerned office(s) and shall not involve in any irregularity(ies) or act(s) of indiscipline or misconduct while performing their duty(ies), and/ or otherwise.
- d. The personnel deployed by approved Service Provider at State Health Society, Nagrota/ Old Sectt., Srinagar shall be required to work during all the working days, i.e., from Monday to Saturday from 1000 Hrs. to 1700 Hrs. In case of manpower deployed at District Health Societies/ District Hospitals/ Healthcare Facilities/ Administrative Offices, applicable office timings will be as per the norms of concerned office(s)/ healthcare facilities. However, in case of exigencies, they may be called on weekends/ holidays, without any extra payment.
- e. In addition to Gazetted holidays, they will also be entitled to 15 casual leaves per year on pro-rata basis.
- f. In case, any of the manpower will be permanently leaving the job, or taking leave for a longer duration, it shall have to communicate the same to the Controlling Officer(s) and seek prior approval through approved Service Provider at least one (1) month prior to the last working day, failing which pending dues of such manpower shall not be released by the approved Service Provider.
- g. They shall not claim any benefit/ compensation/ absorption/ regularization of services from/ in this Office, or in Health & Medical Education Deptt., J&K, under the provision(s) of any of the Statutory Enactments, and/ or otherwise. Undertaking to this effect shall be required to be to this office.
- h. They shall not make any claim(s) from this office with respect to enhancement of remuneration and will not approach the Hon'ble Court(s) directly against this office, or any of its associated Agency(ies) or the H&ME Deptt., J&K regarding any matter(s) whatsoever.
- i. They shall abide by all the applicable Rules & Regulations as well as official directions issued by their controlling Officers from time to time.

### **II. Responsibilities of approved Service Provider:**

- a. Approved Service Provider shall have to nominate a Co-Ordinator, who will be the Single Point of Contact for regular interaction with the State Health Society/ its associated Agency(ies). The coordinator shall possess a dedicated Mobile No. which will remain accessible during working hours on all the working days throughout the Contract Period. In addition, there shall be a dedicated e-mail ID for seamless communication with approved Service Provider. All communications received on this e-mail ID shall have to be duly acknowledged, alongwith action to be taken in time-bound manner.
- b. Takeover existing out-sourced manpower, engaged under different Programmes under respective Pools of NHM, inter-alia NRHM-RCH, NUHM, Family Planning & Immunization and National Disease Control Programmes, both Communicable & Non-Communicable, from

outgoing Service Provider, as well as to provide any new manpower, as & when required, within one (1) week from the date of Award of contract/ Issuance of Work Order(s), as required at different locations, by the office of Mission Director, NHM, J&K from time to time.

- c. For all intents and purposes, approved Service Provider shall be the '**Employer**' within the meaning of different Statutory Enactments and Rules thereunder, and accordingly responsible for compliance towards various Statutory and other obligations under different Labour Legislations, and otherwise, with respect to existing manpower to be taken over from outgoing Service Provider, as well as new manpower to be engaged by approved Service Provider. It shall be the responsibility of approved Service Provider to pay monthly remuneration, and deposit statutory dues, of all such out-sourced manpower on timely basis. There is no 'Master-Servant' relationship between out-sourced manpower taken over/ engaged by approved Service Provider and this office and said manpower shall not claim any absorption in services with this office/ associated Agency(ies)/ Office(s) under National Health Mission (NHM)/ Health & Medical Education (H&ME) Department, J&K.
- d. Approved Service Provider shall have to ensure that the persons deployed shall preferably be the residents of Jammu & Kashmir.
- e. It shall ensure that:
  - i. Any manpower managed/ engaged shall not be below the age of 18 years.
  - ii. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
  - iii. The manpower managed/ engaged shall be medically fit and will keep in record a certificate of their medical fitness. The approved Service Provider shall withdraw such manpower which is not found suitable for performing duty(ies), for any reasons, immediately on receipt of such a request from this office/ concerned Office(s).
  - iv. The manpower managed/ engaged shall not have any police records/ criminal cases against them. Approved Service Provider shall have to make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel engaged by approved Service Provider will be got verified by it before their engagement after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this office.
  - v. Proper discipline and proper conduct of its persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. It shall be responsible for any act of indiscipline on the part of persons engaged by it.
  - vi. Approved Service Provider has to provide Photo Identity Cards to the manpower managed/ engaged by it for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
  - vii. No manpower managed/ engaged by it shall stay in the premises of healthcare facility(ies)/ Administrative Office(s) after working hours without the permission of concerned Nodal Officer(s)/ In-Charge Officer(s).
- f. Approved Service Provider shall ensure timely payment of monthly 'Take-Home' remuneration to the personnel managed/ engaged by it, payment of Statutory dues, inter-alia EPF & ESI, both Employee & Employer Share, GST, etc. vis-a-vis submission of monthly bills to the concerned Office(s) as per suggestive timelines given under Section-V – Terms of Payment.

- g. Approved Service Provider will be wholly and exclusively responsible for compliance of all the Statutory obligations under related legislations, as applicable from time to time, including but not limited to, the Minimum Wages Act 1948, the Employees Provident Fund & Miscellaneous Provisions Act 1952, the Jammu & Kashmir Goods & Services Tax Act 2017, etc. It shall also be responsible for timely depositing all Taxes, Statutory Dues, etc. with the concerned Authorities from time to time as per extant Rules under relevant Legislations and shall regularly complying with all the Statutory Compliances, including maintenance of various Statutory Record(s)/ Register(s) under applicable Statutes.
- h. Approved Service Provider shall also be responsible to produce all the record(s) before the designated Officer(s)/ Official(s) of this Office, or any other Authority under Law, or any Audit Party/ Inspection Team, as and when asked to do so.
- i. Transportation, food, medical facility(ies) or any sort of medical claims, and other requirements in respect of personnel engaged by the approved Service Provider shall be its responsibility.
- j. State Health Society, NHM, J&K, and/ or any of its associated agency(ies)/ healthcare facility(ies) under H&ME Deptt., J&K shall not incur any liability for any expenditure whatsoever on the persons managed/ engaged by the approved Service Provider on account of any obligation.
- k. This office has the 'Unconditional Right' to get any of the personnel, managed/ engaged through approved Service Provider, removed/ replaced for proper reasons and justifications, which predominantly include any non-performance, improper conduct, security risk, conflict of interest, breach of confidentiality, etc. Upon receiving written communication from this office, approved Service Provider shall immediately remove/ replace, as the case may be, such manpower.
- l. Approved Service Provider shall be solely responsible for redressal of grievances/ resolution of disputes relating to persons deployed by it. This office shall not, in any way, be responsible for settlement of such issues whatsoever.
- m. State Health Society, NHM, J&K, or any of the healthcare facility(ies)/ Administrative Office(s), including Health & Medical Education Deptt., J&K shall not be responsible for any financial loss or injury to any manpower managed/ engaged by the approved Service Provider during their performing the functions/ duties, or for payment towards any compensation of any nature whatsoever.
- n. Approved Service Provider shall carefully examine all the terms & conditions of bid document/ Contract. In case of any doubts, he shall refer to the same to this office and get clarifications before signing the Contract. After signing the documents, no communications regarding any change in terms & conditions shall be entertained.
- o. Approved Service Provider is bound to stick to the rates once quoted by it. In addition, it shall have to abide by all the relevant Rules stipulated in the General Financial Rules, as amended from time to time, and the terms & conditions of this bid document, and the Agreement executed in this behalf.
- p. Approved Service Provider shall be responsible for execution of the contract in full and shall not in any case assign or sub-let approved contract or any part thereof to other party. Suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of Earnest Money Deposit (EMD)/ Performance Security Deposit (PSG)/ with-holding of other Deposits/ pending Payments, or even debarring/ blacklisting of approved Service Provider.

- q. Approved Service Provider shall have to keep State Health Society, NHM, J&K updated about any changes in Address(es), Change of Management, etc. from time to time.
- r. Approved Service Provider shall have to furnish detailed statement of remuneration disbursed to manpower managed/ engaged under NHM at different healthcare facility(ies)/ administrative office(s) in J&K, alongwith transaction details, to this office on 'Quarterly' basis.
- s. Approved Service Provider will be bound by the details furnished by it to this office, at the time of submission of bids, or at any subsequent stage(s), or during the Contract Period. In case, any of the document(s) furnished by approved Service Provider is/ are found to be forged/ fabricated/ mis-leading, or any information submitted by it is found to be false/ incorrect/ mis-leading, including that submitted at the time of submission of bid or at any time thereafter, it would be deemed to be '**Breach of Contract**', making the bid and consequent Contract/ Agreement '**Void Ab-Initio**'. Thereafter, all the rights of approved Service Provider shall stand forfeited, and it will be liable for forfeiture of Performance Security Guarantee, legal and other penal action(s)/ penalty(ies) to be decided by the Mission Director, NHM, J&K. In addition, approved Service Provider, including its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, may be debarred/ backlisted for a minimum period of five (5) years.

### **III. Responsibilities of Healthcare Facility(ies)/ Administrative Office(s):**

- a) To provide required workspace, including seating area, work desk, furniture, etc., to the manpower managed/ engaged through approved Service Provider.
- b) To provide Free-of-Charge unimpeded access to all the infrastructure, including Stationery, Printer, Electricity, Internet, etc., required to perform services.
- c) To allow manpower the use of basic facility(ies), like Water Coolers, Canteens, Restrooms, etc., available in healthcare facility(ies)/ Administrative Office(s).
- d) To arrange necessary training/ capacity building/ orientation, if required, for engaged manpower in consultation with State Health Society, NHM, J&K.
- e) To forwarding monthly '**Bio-Metric Attendance**' of out-sourced manpower to approved Service Provider as per scheduled timelines.
- f) To make payment of monthly invoice(s), as per availability of funds, in favour of approved Service Provider.

### **IV. Responsibilities State Health Society, National Health Mission, J&K:**

- a. To act as Nodal Agency for all bid related activity(ies), including inviting bids, necessary issuing clarifications, finalization of bids, issuing Letter of Intent (LoI)/ Rate Contract in favour of approved Service Provider(s), Entering into requisite Agreement with such approved Service Provider(s), etc.
- b. To issue clarifications on policy matters/ Contract related matter, alongwith regular supervision & monitoring in coordination with healthcare facility(ies)/ Administrative Office(s) and approved Service Provider(s).
- c. To allocate requisite funds/ drawing limits for the Programme to concerned healthcare facility(ies)/ Administrative Office(s), as per the availability of funds in Single Nodal A/c of State Nodal Agency.
- d. State Health Society will be the apex level authority, under the ambit of the Health & Medical Education Department, J&K, to address Policy/ Contract Implementation related matters which could not be resolved at the level of concerned healthcare facility(ies)/ Administrative Office(s).

e. In addition, during the course of implementation of the Contract, State Health Society, either on receipt of any specific information from any quarter(s), or suo-moto, will be at liberty to intervene and seek requisite information/ detailed report from concerned healthcare facility(ies)/ Administrative Office(s)/ approved Service Provider(s), and accordingly take appropriate necessary action, as deemed appropriate in the matter, after according reasonable opportunity of being heard to all the concerned stakeholder(s).

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## Section – VII: Service Level Agreements:

Approved Service Provider(s) shall be required to adhere to following Service Level Agreement(s), failing which suitable penalty(ies) may be levied after according approved Service Provider(s) an opportunity of being heard:

S. No.	Instance	Benchmark Performance	Penalty Leviable
1.	Takeover/ Engagement of new manpower	To be ensured within the timelines prescribed by the State Health Society, NHM, J&K	<ul style="list-style-type: none"> <li>• Penalty of Rs.1,000/- per person per day will be imposed from the last date of takeover/ engagement till the date upto which such non-compliance continues.</li> <li>• Any delay beyond 15 days to take over the existing manpower from outgoing Service Provider may also lead to forfeiture of EMD/ Performance Security Deposit.</li> </ul>
2.	If the manpower is found in disclosing any confidential information/ document(s)/ detail(s) to approved Service Provider/ any 3 <sup>rd</sup> party(ies)	They shall not divulge or disclose or share any details, including operational processes, workflows, administrative/ organizational matters, security & other arrangements, etc. either related to their respective workplace(s) or the H&ME Deptt. or NHM J&K, with approved Service Provider or any 3 <sup>rd</sup> party(ies).	<ul style="list-style-type: none"> <li>• Penalty equivalent to 10% of Total Contract Value alongwith forfeiture of EMD/ Performance Security Deposit, and legal action, if required in view of the sensitivity of the matter.</li> </ul>
3.	If the engaged manpower is found responsible for any non-performance/ disobedience/ misconduct	Engaged manpower shall be performing duties with utmost sincerity & integrity towards the H&ME Deptt. or NHM J&K in a polite, cordial, positive and efficient manner, and shall not involve in any irregularity(ies) or act(s) of indiscipline or misconduct while performing their duty(ies), and/ or otherwise.	<ul style="list-style-type: none"> <li>• Either of the following actions, to be decided by the Controlling Officer(s), as per the gravity of non-performance/ disobedience/ misconduct – <ul style="list-style-type: none"> <li>▪ Warning/ counselling of such manpower, or</li> <li>▪ Suitable deduction in remuneration of such manpower. Such deduction shall be on the basis of applicable ‘Minimum Daily Wage Rate’ of respective category of manpower.</li> <li>▪ Replacement of such manpower with the approval from State Health Society.</li> </ul> </li> </ul>
4.	If the engaged manpower is found responsible for any theft/ loss of material/ articles and damages at their Workplace(s)	Engaged manpower shall not involve in any such action(s) causing physical loss/ damage(s) at workplace(s).	<ul style="list-style-type: none"> <li>• Either of the following actions, to be decided by the Controlling Officer(s), as per the gravity of non-performance/ disobedience/ misconduct – <ul style="list-style-type: none"> <li>▪ Warning/ counselling of such manpower, or</li> <li>▪ Recovery of actual cost of such material/ article alongwith</li> </ul> </li> </ul>

S. No.	Instance	Benchmark Performance	Penalty Leviable
			<p>suitable deduction, as deemed appropriate, in monthly remuneration of such manpower. Such deduction shall be on the basis of applicable 'Minimum Daily Wage Rate' of respective category of manpower.</p> <ul style="list-style-type: none"> <li>▪ Replacement of such manpower with the approval from State Health Society.</li> </ul>
5.	<p>If the engaged manpower is found involved in any illegal &amp; foul methods or any corrupt practices in collusion with any 3<sup>rd</sup> party(ies) or other official(s) at workplace(s) or otherwise, thus causing loss to the goodwill and image of the H&amp;ME Deptt. or NHM J&amp;K</p>	<p>Engaged manpower shall strictly desist from any such irregularity(ies) or malpractices or action(s) causing physical loss/ damage(s) at workplace(s), and/ or are which are detrimental to the public interest as well as good-will and image of the H&amp;ME Deptt. or NHM J&amp;K.</p>	<ul style="list-style-type: none"> <li>• Either of the following actions, to be decided by the Controlling Officer(s), as per the gravity of non-performance/ disobedience/ misconduct – <ul style="list-style-type: none"> <li>▪ Warning/ counselling of such manpower, or</li> <li>▪ Recovery of actual cost of such material/ article alongwith Suitable deduction in remuneration of such manpower. Such deduction shall be on the basis of applicable 'Minimum Daily Wage Rate' of respective category of manpower.</li> <li>▪ Replacement of such manpower with the approval from State Health Society.</li> </ul> </li> <li>• As per the sensitivity of the matter, it may also lead to penalty equivalent to 10% of Total Contract Value alongwith forfeiture of EMD/ Performance Security Deposit, and legal action, if required.</li> </ul>
6.	<p>Any of the engaged manpower being absent from duty without informing Controlling Officer(s)</p>	<p>Manpower is entitled for 15 casual leaves per year on pro-rata basis. However, such leaves can be availed under due intimation to the Controlling Officer(s)</p>	<ul style="list-style-type: none"> <li>• Penalty of Rs.100/- per day of absence from duty without seeking permission/ information to Controlling Officer(s).</li> </ul>
7.	<p>Absence of any of engaged manpower beyond Gazetted holidays and casual leave</p>	<p>In addition to Gazetted holidays, engaged manpower will be entitled to 15 casual leaves per year on pro-rata basis</p>	<ul style="list-style-type: none"> <li>• In case the period of absence does not contain Gazetted or closed holiday(s), wages will be deducted @ 1/30<sup>th</sup> of the monthly wage for each day of absence.</li> <li>• In case the absence contains Gazetted or closed holiday(s), wages will be deducted @ 1/30<sup>th</sup> of the monthly wage, the total</li> </ul>

S. No.	Instance	Benchmark Performance	Penalty Leviable
			number of days of absence plus the intervening Gazetted or closed holiday(s).
8.	Engaged manpower permanently leaving the job, or taking leave for a longer duration, without communicating/ prior approval	Engaged manpower permanently leaving the job, or taking leave for a longer duration, it shall have to communicate the same/ seek prior approval from Controlling Officer(s) through approved Service Provider at least one (1) month prior to last working day	<ul style="list-style-type: none"> <li>• Penalty equivalent to pending dues of such manpower</li> </ul>
9.	Delay in payment of take-home remuneration as well as deposit of EPF & ESI, both Employee & Employer Share	Approved Service Provider shall ensure timely payment of monthly 'Take-Home' remuneration to the personnel managed/ engaged by it, payment of Statutory dues, inter-alia EPF & ESI, both Employee & Employer Share, as per suggestive timelines given under Section-V – Terms of Payment	<ul style="list-style-type: none"> <li>• Penalty of Rs.200/- per day of delay with respect to each such manpower, to be calculated from the immediate next day as per suggestive timelines under Section-V – Terms of Payment, or Receipt of monthly attendance from concerned healthcare facility(ies)/ administrative office(s), whichever is later, till the date of submission of proof of payment of remuneration of manpower to the concerned Controlling Officer(s).</li> <li>• In case of repeated occurrences of delay, without any substantiating reasons, may also lead to cancellation of contract alongwith penalty equivalent to 10% of Total Contract Value alongwith forfeiture of EMD/ Performance Security Deposit, and other payments due in favour of approved Service Provider</li> </ul>
10.	Approved Service Provider's failure to comply with any Statutory/ Taxation/ other responsibility under appropriate Law(s), or otherwise, thus causing any loss and/ or obligation, monetary or otherwise, to State Health Society, or its associated Agency(ies) or H&ME Deptt. J&K	Approved Service Provider will be wholly and exclusively responsible for compliance towards all the Statutory obligations under related legislations, as applicable from time to time, including but not limited to, the Minimum Wages Act 1948, the Employees Provident Fund & Miscellaneous Provisions Act 1952, the Jammu & Kashmir Goods & Services Tax Act 2017, etc. It shall also be responsible for timely depositing	<ul style="list-style-type: none"> <li>• Where amount of loss/ damage suffered by the H&amp;ME Deptt. or NHM J&amp;K is "<b>Quantifiable in Monetary Terms</b>" - approved Service Provider will have to indemnify NHM J&amp;K for an amount equivalent to three times the amount of loss/ obligation.</li> <li>• Where amount of loss/ damage suffered by the H&amp;ME Deptt. or NHM J&amp;K is "<b>Not Quantifiable in Monetary Terms</b>" - approved Service Provider will have to indemnify NHM J&amp;K for</li> </ul>



S. No.	Instance	Benchmark Performance	Penalty Leviable
		all Taxes, Statutory Dues, etc. with the concerned Authorities from time to time as per extant Rules and other Statutory Compliances under applicable Statutes.	an amount, to be decided by the Committee of Officer(s) constituted by the Mission Director in the matter. • Both the above penal provisions shall be in addition to other recourses available with this office.
11.	Delay in furnishing requisite details to the office of State Health Society NHM J&K	Approved Service Provider shall have to furnish detailed statement of remuneration disbursed to manpower managed/ engaged under NHM, alongwith transaction details, to be submitted on 'Quarterly' basis by 20 <sup>th</sup> of month immediately falling after the end of relevant quarter(s).	• Penalty of Rs.500/- per day of delay to be calculated from 21 <sup>st</sup> day month immediately falling after the end of relevant quarter(s). • Failure to submit the detailed statement till completion month immediately falling after the end of relevant quarter(s) may lead to penalty equivalent to 10% of Total Contract Value alongwith forfeiture of EMD/ Performance Security Deposit, and other payments due in favour of approved Service Provider
12.	Execution of Contract by approved Service Provider(s) during the Contract Period	Approved Service Provider shall have to execute the contract in full and shall not in any case assign or sub-let approved contract or any part thereof to other party	• Penalty up-to 10% of total value of contract alongwith forfeiture of Earnest Money Deposit (EMD)/ Performance Security Deposit (PSG)/ with-holding of other Deposits/ pending Payments.
<b>9.</b>	<b>In addition, following default(s) will be considered as 'Breach of Contract' and may result in Termination of Contract, which will be in addition to levying above stated penalty(ies)</b>		
a.	Submission of any wrong/ false/ misleading information, and/ or false/ forged/ fabricated/ misleading document(s) and/ or concealment/ mis-representation regarding any non-compliance(s)/ default(s)/ violation(s), or otherwise, coming to the notice of the State Health Society, NHM, J&K, through any quarter(s), during any subsequent stage(s), including post issuance of Letter of Intent (LoI)/ Award of Contract/ (AoC)/ Contract Period		
b.	Any failure on part of approved Service Provider, not having any 'Registered' office in J&K, as on the date of submission of bid(s), to open an office in either of the Capital city(ies), viz., Jammu/ Srinagar, within thirty (30) days, but in any case, not later than forty-five (45) days, from the date of Issuance of LoI, and/ or remain it operational throughout the Contract Period.		
c.	If approved Service Provider, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, if subsequently declared Guilty/ Convicted for any offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country, at any stage(s) during the Contract period.		
d.	Non-Submission of Acceptance to LoI, issued by this office, within the stipulated period, including extended period, if any by the Mission Director, NHM, on the specific written request from the approved Service Provider, made within the period stipulated for acceptance of LoI.		
e.	Non-Execution of Agreement with this office, within the stipulated period, including extended		

S. No.	Instance	Benchmark Performance	Penalty Leviaible
	period, if any by the mission Director, NHM, J&K on the specific written request from the approved Service Provider, made within the period stipulated for Execution of Agreement.		
f.	Failure to Take over Existing Manpower from Outgoing Service Provider/ Engagement of new manpower, as per the timelines stipulated by State Health Society, NHM, J&K.		
g.	Engaged manpower, and/ or approved Service Provider, is found in disclosing any confidential information/ document(s)/ detail(s) to approved Service Provider/ any 3 <sup>rd</sup> party(ies).		
h.	Engaged manpower, and/ or approved Service Provider, is found involved in any illegal & foul methods or any corrupt practices in collusion with any 3 <sup>rd</sup> party(ies) or other official(s) at workplace(s) or otherwise.		
i.	Delay in payment of take-home remuneration as well as deposit of EPF & ESI, both Employee & Employer Share, by approved Service Provider		
j.	Delay in furnishing requisite 'Quarterly' details to the office of State Health Society NHM J&K		
k.	If it is established that any of the detail(s) furnished/ information submitted by approved Service Provider, including document(s) submitted at the time of bidding process, or subsequently during the Contract period is/ are false/ incorrect/ forged/ fabricated/ mis-leading.		
l.	Cumulative Penalty(ies) aggregating to 10% of Total Monthly Contract Value during any particular Month		
m.	Any other default, not enlisted herein-above, in view of gravity of which it appears to the State Health Society, NHM, J&K, after according reasonable opportunity of being heard to approved Service Provider, that it will be in the interest of the H&ME Deptt. or NHM J&K to terminate the Contract with immediate effect.		
<b>10.</b>	<b>In addition, in case of following violations, approved Service Provider(s), and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, will be debarred from any prospective procurement process(es), whether Goods or Services, under National Health Mission in Jammu &amp; Kashmir for a minimum period of Five (5) years, and maximum period of Ten (10) years:</b>		
a.	Submission of any wrong/ false/ misleading information, and/ or false/ forged/ fabricated/ mis-leading document(s) and/ or concealment/ mis-representation regarding any non-compliance(s)/ default(s)/ violation(s), or otherwise, coming to the notice of the State Health Society, NHM, J&K, through any quarter(s), during any subsequent stage(s), including post issuance of Letter of Intent (LoI)/ Award of Contract/ (AoC)/ Contract Period		
b.	Any failure on part of approved Service Provider, not having any 'Registered' office in J&K, as on the date of submission of bid(s), to open an office in either of the Capital city(ies), viz., Jammu/ Srinagar, within thirty (30) days, but in any case, not later than forty-five (45) days, from the date of Issuance of LoI, and/ or remain it operational throughout the Contract Period.		
c.	If approved Service Provider, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, if subsequently declared Guilty/ Convicted for any offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country, at any stage(s) during the Contract period.		
d.	Non-Submission of Acceptance to LoI, issued by this office, within the stipulated period, including extended period, if any by the Mission Director, NHM, on the specific written request from the approved Service Provider, made within the period stipulated for acceptance of LoI.		
e.	Non-Execution of Agreement with this office, within the stipulated period, including extended period, if any by the Mission Director, NHM, J&K on the specific written request from the approved Service Provider, made within the period stipulated for Execution of Agreement.		
f.	In case of approved Service Provider sublet the Contract to any other Agency/ Service Provider		
g.	Failure to successfully render services during the Contract Period		
h.	In case, any loss, whether tangible or intangible, is caused to the H&ME Deptt. or NHM J&K due to violation of any Guidelines/ Rules/ Regulations issued by various Departments/ Ministries,		

S. No.	Instance	Benchmark Performance	Penalty Leviable
	especially issued by the Labour Department and other applicable Laws/ Acts/ Rules, by the managed/ engaged manpower and/ or by approved Service Provider		
i.	Any other default, not enlisted herein-above, in view of gravity of which it appears to the State Health Society, NHM, J&K, after according reasonable opportunity of being heard to approved Service Provider, to debar approved Service Provider, and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from any prospective procurement process(es), whether Goods or Services, under NHM in J&K for a minimum period of Five (5) years, and maximum period of Ten (10) years		

The above-mentioned list of Service Level Agreement(s) is indicative and without prejudice to the right of the State Health Society to add any other SLA(s), not listed above but warranted towards effective provision of services during the Contract Period, at the time of entering into Agreement with the approved Service Provider. Addition of any such SLAs, if required, shall be in mutual consultation with the approved Service Provider(s).

-----XXX-----

## **Section – VIII: Other Terms & Conditions:**

### **1. Indemnity:**

- a) Approved Service Provider will indemnify NHM, J&K for all legal obligations arising due to any act of manpower managed/ engaged by it.
- b) NHM, J&K or its associated office(s) shall stand absolved of any liability on account of death or injury sustained by the manpower managed/ engaged by the approved Service Provider, during the performance of his/ her duties and also for any damage or compensation due to any dispute arising out of any reason(s).

### **2. Disqualification of Participant(s)/ approved Service Provider(s):** In following circumstances, State Health Society reserves the right to disqualify any participant(s), including successful participant(s)/ approved Service Provider(s):

- i. Direct or indirect canvassing for favour in allotment of contract on the part of intended participant(s), or their representative(s), shall disqualify their bids outrightly.
- ii. Successful participant(s)/ approved Service Provider(s) may be disqualified, banned or suspended during the Contract Period, if:
  - a) It fails to execute the Agreement or fails to submit Performance Security Guarantee.
  - b) It fails to execute the Contract to the satisfaction of this office.
  - c) It is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited Company, it is wound up or taken into liquidation.
  - d) It is suspected to be doubtful loyalty to the State.
  - e) State Vigilance Organization (SVO)/ Anti-Corruption Bureau (ACB) or any other Investigating agency recommends such a course in respect of a case under investigation.
  - f) State Health Society, on the recommendation(s) from concerned healthcare facility(ies)/ Administrative Office(s) is prima-facie of the view that it is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said successful participant(s).
  - g) Any certificate/ documents/ information submitted by the successful participant(s) is found to be false/ forged/ fabricated.
  - h) Any information furnished by the successful participant(s) is found to be misleading or not based on facts.

However, said list is indicative and without prejudice to the right of the State Health Society to take appropriate necessary action in any other circumstances not listed above, but warranted such action on the recommendation(s) from the healthcare facility(ies)/ Administrative Office(s), after according reasonable opportunity of being heard to the defaulting Service Provider(s).

### **3. Cancellation/ Termination of Rate Contract:**

**A. Termination by Default:** In addition to 'Defaults' stated under Clause (9) of Section VII- Service Level Agreements, State Health Society, NHM, J&K may also terminate Contract in case of either of following default(s) on part of successful participant(s)/ approved Service Provider(s) -

- i. Violation of any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT.
- ii. Becoming insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Proprietor/ Partner(s)/ Director(s)/ Member(s), as the case may be, by Central/ State Vigilance Organization/ any other Investigating Agency.

iii. Found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.

**B. Termination for Convenience of NHM, J&K:** In addition to above instances of default(s) leading to termination of Contract, as per Clause (9) of Section VII – Service Level Agreements read with (A) supra, Contract may also be Terminated by the Mission Director, NHM, J&K, in Whole or in Part, at any time, in the best interest of the H&ME Deptt./ NHM J&K. Such Termination, with cause or without cause, will be enforced on the Report/ Recommendation(s) from a duly constituted Committee in this regard, and after according sufficient reasonable opportunity of being heard to the approved Service Provider(s). In such case, all payments with respect to services rendered till the date such termination will be coming into effect, or any other date as deemed appropriate to the Mission Director, NHM, J&K, on the recommendations of the Committee, shall remain unaffected, and will be released in accordance with the Service Level Agreement stipulated in this bid document and after deducting applicable Statutory dues.

**C.** In any case, Cancellation/ Termination of Rate Contract, if required, will be considered only after according approved Service Provider(s) a reasonable opportunity of being heard.

**D.** In case of Cancellation/ Termination of Rate Contract, State Health Society, NHM, J&K will have the right to ensure same services from next eligible participant(s) on L-1 Rates and Terms & Conditions.

**E.** Any loss sustained by NHM J&K, as a result of re-tendering the contract or allotting the same to next lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful participant(s) within the stipulated time period, shall be recovered out of its EMD. Even if the 2<sup>nd</sup> lowest participant(s) agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of any defaulting 1<sup>st</sup> lowest participant(s) will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

#### **4. Arbitration:**

a. **Dispute:** Either party, upon receipt of any information, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in connection with the Bidding process, including its existence or validity or termination (collectively called as “Dispute”), by giving written notice to the other party, which shall contain -

- i. Description of dispute
- ii. Ground for such dispute
- iii. Written material in support of its claim

b. Other party shall, within thirty (30) days of issuance of dispute notice, furnish:

- i. Counter claim and defenses, if any, regarding the dispute; and
- ii. All written material in support of its defenses and counter claim.

c. **Dispute Resolution by Amicable Settlement:** Within thirty (30) days of issuance of notice by any party, both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty (30) days of receipt of notice referred to above, same shall be referred to the Mission Director, NHM, J&K for its reference to arbitration.

d. **Dispute Resolution by Sole Arbitrator:** In addition to (c), dispute may also include any dispute arising out of contract with regard to interpretation, meaning and breach of the terms of contract. Upon receipt of information, Mission Director, NHM, J&K will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty (30) days from the date of

receipt. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by Mission Director, NHM, J&K to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.

- e. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable to successful bidder shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- f. **Final Appeal:** If the officer designated as Arbitrator fails to dispose off the grievance filed within the period, or successful bidder or Purchase Committee or any other person aggrieved by the order passed by the Arbitrator, he/ it may file an Appeal before the Mission Director, NHM, J&K being the final Appellate Authority whose decision shall be final and binding upon all the Parties.
- g. **Governing Law:** This NIT shall be governed by and construed in accordance with the Laws of Jammu & Kashmir and the Laws of India, as applicable to J&K.
- h. **Venue of Arbitration:** Venue of arbitration shall be the place from where contract has been issued.

**5. Right to Accept or Reject the Bid(s):**

- a. Notwithstanding anything contained in this bid document, the Tender Inviting Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh bids hereunder.
- b. The Authority reserves the right to reject any bid if:
  - i. at any time, a material misrepresentation is made or uncovered, or
  - ii. participant(s) does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- c. In case, it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the participant(s), or the participant(s) has made material misrepresentation or has given any materially incorrect or false information, the participant(s) shall be disqualified forthwith and notwithstanding anything to the contrary contained in this SBD, be liable to be terminated, by a communication in writing by the Authority to the participant(s), without the Authority being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which the Authority may have under this SBD, the agreement or under applicable law(s);
- d. The Authority reserves the right to verify all statements, information and documents submitted by the participant(s) in response to the SBD. Any such verification or lack of such verification by the Authority shall not relieve the participant(s) of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.

**6. Saving Clause:**

- a) In the absence of any specific provision in the Agreement, the issue will be decided on the basis of 'Mutual Agreement'.

- b) Failure of either party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:
- i. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement; and
  - ii. Has informed the other party as soon as possible about the occurrence of such an event.
7. **Fraud and Corruption:** Participant(s) and any of their personnel, shall observe the highest standard of ethics during the process, selection and contract execution and refrain from Fraud & Corruption.
- a) For the purposes of this provision, terms *Corrupt Practice*, *Fraudulent Practice*, *Collusive Practice*, *Coercive Practice* and *Obstructive Proactive*, shall mean and include, but not limited to the followings:
    - i. **'Corrupt Practice'** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
    - ii. **'Fraudulent Practice'** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
    - iii. **'Collusive Practice'** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
    - iv. **'Coercive Practice'** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
    - v. **'Obstructive Practice'** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
    - vi. **'Misuse of Resources'**, which means improper use of resources, carried out either intentionally or through reckless disregard.
    - vii. **'Theft'** means misappropriation of property belonging to another party.
  - b. State Health Society NHM J&K may reject a proposal for award if it determines that the firm(s) or individual participant(s) recommended for award of Contract, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
  - c. State Health Society NHM J&K, in addition to the legal remedies set out in the relevant legal agreement, may take other appropriate actions, including declaring misprocurement, if it is determined at any time that representatives of the participant(s) engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/ or execution of the contract in question, without the participant(s) having taken timely and appropriate action satisfactory to this office to address such practices when they occur, including by failing to inform this office in a timely manner at the time they knew of the practices.

- d. State Health Society NHM J&K, pursuant to these Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures, may sanction a firm(s) or individual(s), either indefinitely or for a stated period of time, including by publicly declaring such firm(s) or individual(s) ineligible (i) to be awarded or otherwise benefit from any contract; (ii) to be a nominated sub-contractor, consultant, or supplier, or service provider of an otherwise eligible firm being awarded any contract.
- e. In case of occurrence of misuse of resources and theft, State Health Society NHM J&K will take remedial actions as deemed appropriate, after considering the detailed facts.

## **8. Miscellaneous:**

- a. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this tender. Any alleged oral agreement or arrangement made by the bidder with any Officer/ Official of NHM, J&K shall not affect the definitive agreement that results from this bidding process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than NHM, J&K shall not affect the implementation of contract unless approved and agreed to by NHM, J&K.
- b. Intended participant(s) that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour will be disqualified from the process at any stage without any notice in this regard.
- c. The information contained in this bid document is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that participant(s) require. State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be published on <https://jktenders.gov.in> and [www.jknhm.com](http://www.jknhm.com) will become part and parcel of this bid document.
- d. State Health Society, NHM, J&K, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms & conditions relating thereto;
  - ii. consult with any bidder in order to receive clarification or further information;
  - iii. retain any information and/ or evidence submitted by any bidder; and/ or
  - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by any bidder.
- e. All other issues that may come up during the course of compilation of contract shall be decided by the Mission Director, NHM, J&K and his decision shall be final.
- f. Subject to the terms & conditions expressly stated in this bid document, it will also be governed by the Standard General Financial Rules read with allied manuals.
- g. The bidding process shall be governed by, and construed in accordance with, the Laws of India and the Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

**Sd/-**  
**Mission Director**  
**(Bid Inviting Authority)**  
**National Health Mission, J&K**



## Particulars of Participant

(to be typed on the Letter-head)

S. No.	Particulars	To be filled in by the Participant
(1.)	Legal/ Trade Name of Bidding Entity	
(a)	Nature of Bidding Entity (Sole Proprietorship/ Partnership Firm/ HUF/ Company/ Society/ Trust/ LLP, etc.)	Copy of Document Substantiating the Same to be Uploaded
(b)	Date of Establishment/ Incorporation of Agency	
(c)	PAN	Copy to be Uploaded
(d)	TAN, if applicable	Copy to be Uploaded
(e)	GST No.	Copy to be Uploaded
(f)	EPF Registration No.	Copy to be Uploaded
(g)	ESI Registration No.	Copy to be Uploaded
(h)	UDYAM Registration No. issued by the	Copy of Certificate Issued by the Ministry of Micro, Small and Medium Enterprises for ‘Similar’ Services to be Uploaded
(i)	Registration No., if Registered as ‘Start-Up’	Copy of Certificate Issued by the Department for Promotion of Industrial Promotion & Policy (DPIIT) for ‘Similar’ Services to be Uploaded
(j)	Registration No. if Registered with National Small Industries Corporation (NSIC)/ any Other Central Procurement Organization	Copy of Certificate Issued by the National Small Industries Corporation (NSIC) for ‘Similar’ Services to be Uploaded
(2)	Office Address	
(3)	Telephone No.	
(4)	Mobile No.	
(5)	FAX No.	
(6)	e-Mail ID	
(7)	List of Partner(s)/ Member(s)/ Director(s) of Partnership Firm/ HUF/ Association of Persons/ Society/ LLP/ Company, as the case may be	To be submitted on Letterhead of bidding Entity
(8)	Name of Authorized Person	

S. No.	Particulars	To be filled in by the Participant
(a)	Date of Authority Letter/ Board Resolution	Copy to be Uploaded
(b)	PAN	Copy to be Uploaded
(c)	Mobile No.	
(d)	e-Mail ID	
(9)	No. of Years of Working Experience	
(10)	Experience in dealing with Govt. Departments (as per format mentioned below)	Details, alongwith substantiating documents, to be provided as per annexure 'B'
(11)	Whether found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country	
(12)	Branch Office(s), alongwith Name of In-charge(s) and Contact Detail(s)	
(13)	Detail of Payment of Tender Processing Fees - To be deposited through online/ RTGS transfer in State Health Society, NHM, J&K's <b>Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level"</b> with the J&K Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAoLUXURY)	
(a)	Amount Deposited	
(b)	Date of Deposit	
(c)	Reference/ UTR No.	
(14)	Details of Earnest Money Deposit (EMD) of Rs.5,00,000.00 (Rupees Five Lakhs only)	
(a)	Whether Exemption Claimed or Not	
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	

In acceptance  
Sig. & Seal of the Bidder/  
Authorized Signatory  
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## **UNDERTAKING**

(to be typed on letterhead of bidder)

**The Mission Director,**  
National Health Mission,  
Jammu and Kashmir

**Subject:** Submission of bid in response to Notice Inviting Tender(s) for selection of agency for management of existing manpower, and supply of new manpower on ‘as & when required’ basis, for Data Entry Operations and as Support Staff for various Administrative Offices/ Healthcare Facilities of Health & Medical Education Department under NHM in Jammu & Kashmir

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/ we before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves abide by the said terms & conditions.
3. I/ we agree to abide by the tendered terms & conditions.
4. I/ we declare that our financial position is sound and we are competent to execute the supplies as & when allotted.
5. I/ we declare that we will not ask/ expect any financial assistance from the Govt. of Jammu & Kashmir State.
6. We will execute the contract strictly in accordance with the approved terms & conditions, if approved in our favour

In acceptance  
Sig. & Seal of the Bidder

**Indicative BoQ (For Reference Only)**  
**(Vendor's Margin/ Service Charges are to be quoted in GeM)**

S. No.	Particulars	No. of Days/ %age	Unskilled Workers	Semi-Skilled Workers	Skilled	Highly Skilled	Ministerial/ Admn.
1	Daily Wage Rate as per SO 513	1	311.00	400.00	483.00	552.00	449.00
2	Monthly Wages as per SO 513	30	9,330.00	12,000.00	14,490.00	16,560.00	13,470.00
3	Additions on account of:						
3.a	Employer's Contribution on account of EPF/ EPS @ 12% of Basic Wages	12.00%	1,120.00	1,440.00	1,739.00	1,987.00	1,616.00
3.b	Admn. Charges @ 0.5% of Basic Wages (w.e.f. 01/06/2018 onward)	0.50%	47.00	60.00	72.00	83.00	67.00
3.c	Employer's Contribution on account of EDLI @ 0.50% of Basic Wages	0.50%	47.00	60.00	72.00	83.00	67.00
3.d	Employer's Contribution on account of ESIC @ 3.25% of Basic Wages (w.e.f. 01/07/2019 onward)	3.25%	303.00	390.00	471.00	538.00	438.00
Sub-Total (3) [= 3.a (+) 3.b (+) 3.c + 3.d]			1,517.00	1,950.00	2,354.00	2,691.00	2,188.00
4	Total (4) [= (2) + (3)]		10,847.00	13,950.00	16,844.00	19,251.00	15,658.00
<b>5</b>	<b>Vendor's Margin/ Service Charges</b>	<b>To be Quoted, in Rupees. and not in %age, in the BoQ on GeM</b>					
6	Total (6) [= (4) + (5)]		10,847.00	13,950.00	16,844.00	19,251.00	15,658.00
7	GST as per the J&K Goods and Services Tax Act, 2017 - Support Services (Heading 9985)	18.00%	1,952.00	2,511.00	3,032.00	3,465.00	2,818.00
8	Grand Total - Amount Payable to Vendor (8) [= (6) + (7)]		12,799.00	16,461.00	19,876.00	22,716.00	18,476.00
9	Amount Payable to Individual Candidate Per month (Net of Contributions to be Deposited on their behalf)						
10	Monthly Wages		9,330.00	12,000.00	14,490.00	16,560.00	13,470.00
11	Deductions on account of -						
11.a	Employee's Contribution on account of EPF @ 12% of Basic Wages	12.00%	1,120.00	1,440.00	1,739.00	1,987.00	1,616.00

S. No.	Particulars	No. of Days/ %age	Unskilled Workers	Semi-Skilled Workers	Skilled	Highly Skilled	Ministerial/ Admn.
11.b	Employee's Contribution on account of ESIC @ 0.75% of Basic Wages (w.e.f. 01/07/2019 onward)	0.75%	70.00	90.00	109.00	124.00	101.00
Sub-Total (11) [= 11.a (+) 11.b]			1,190.00	1,530.00	1,848.00	2,111.00	1,717.00
12	Net Monthly Remuneration (in-Hand) to Candidate (12) [= 10 (-) 11]		8,140.00	10,470.00	12,642.00	14,449.00	11,753.00

**Note:**

1. Above calculations are indicative for reference and the final amount payable to vendor {Col. (8)} will change after additions on account of Vendor's Margin/ Service Charges {Col. (5)} and consequent change in amount of GST {Col. (7)}.
2. Final amount payable to Vendor, as per (8) supra, will be subject to any clarification regarding GST, that is, Whether GST to be charged on Total Amount as per (6), or on Vendor's Margin/ Service Charges as per (5) and accordingly, amount payable to the successful vendor will be finalized.

**Sd/-  
Mission Director  
(Tender Inviting Authority)  
National Health Mission, J&K**

# DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the bidder(s), in documentary or any other form, by or on behalf of the National Health Mission, Jammu & Kashmir (Procuring Entity), or any of its employees, is provided to bidder(s) on the terms & conditions set out in this bid document and such other terms & conditions subject to which such information is provided to the bidder(s). Whilst the information in this bid document has been prepared in good faith and contains general information in respect of proposed procurement, the bid document is not and does not purport to contain all the information, which the bidder may require.

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This document is neither an agreement and nor an offer or invitation by the National Health Mission, J&K, to the prospective bidders or any other person. The purpose of the bid document is to provide interested parties with information to assist the formulation of their proposal/ offer. The information contained in this bid document is selective and is subject to updation, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to correct any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the National Health Mission, J&K, and the base information on which they are made, which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

National Health Mission, J&K, including its employees, make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or

information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

National Health Mission, J&K also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document. National Health Mission, J&K may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that National Health Mission, J&K is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the National Health Mission, J&K reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the National Health Mission, J&K, or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall remain with the bidder and the National Health Mission, J&K shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/ documents including information/ documents pertaining to this bid or subsequently provided to bidder and/ or selected bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/ or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/ documents.

**Sd/-**  
**Mission Director**  
**(Bid Inviting Authority)**  
**National Health Mission, J&K**