



MISSION DIRECTOR NATIONAL HEALTH MISSION, J&K

Jammu Office: Regional Institute of Health & Family Welfare, Nagrota, Jammu.

Fax: 0191-2674114; Telephone: 2674244. Pin: 181221

Kashmir Office: J&K Housing Board Complex, Chanapora, Srinagar. Pin: 190015

Fax: 0194-2430359; Telephone: 2431167; e-mail: mdnhmjk@gmail.com

NHM Help Line for Jammu Division: 18001800104; Kashmir Division: 18001800102

Notice Inviting e-Bids

For and on behalf of the Governor of Jammu & Kashmir State, online bids are invited from the experienced & reputed manpower recruiting agencies, registered with the State Health Society, National Health Mission, J&K, for supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under NHM, as per the details and Terms & conditions mentioned in the detailed NIT available on www.jknhm.com.

S. No.	Particulars	Tender Fee	Earnest Money
01	Supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under NHM	Rs.2,500/- only in the shape of DD favouring National Health Mission, J&K	Rs.1,00,000/- only in the shape of CDR/ FDR, pledged to the FA & CAO, National Health Mission, J&K

- The detailed document for the above project can be seen on the website www.jktenders.gov.in and www.jknhm.com from **25.01.2018 (1000 hrs.)**
- The bid document can be downloaded from the above websites from **25.01.2018 (1200 Hrs)** onwards.
- Pre-Bid meeting shall be held in the Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K) on **01.02.2018 at 1400 Hrs.**
- In order to avoid any kind of confusion, bids shall be submitted in electronic format on website www.jktenders.gov.in only from **02.02.2018 (1400 Hrs) upto 16.02.2018 (1600 Hrs).**
- The uploaded bids on the website will be opened on **17.02.2018 (1800 Hrs)** in Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K) in presence of bidders who wish to attend. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
- Proof of deposit of Tender fee (including cost of Tender Document & Tender Processing Fee) amounting to Rs.2,500/- (Rupees Two Thousand Five Hundred only), to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023) and Earnest Money Deposit, in the shape of CDR/ FDR, **pledged to the FA & CAO, National Health Mission, J&K**, in original, should reach to the office of FA & CAO, State Health Society, NHM, J&K alongwith documents and undertaking mentioned at Annexure "B" through Speed Post/ Regd. Post/ in-person before due time of submission of bid. Purchase Committee of State Health Society, NHM, J&K shall not be responsible for any delay due to any reason.
- Original copy of affidavit on Rs.100/- stamp paper duly attested by **1st Class Magistrate** with the effect that: -
 - The documents alongwith authority letter etc. enclosed with the bid are genuine and have not been tampered or fabricated.
 - The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ bidder.
 - If anything is found misleading/ false at any stage, I/ we shall be responsible and deem to any legal action against me/ us.
- Complete bidding process will be on-line. Price bids are not to be submitted in physical form.

Sd/
Mission Director
NHM, J&K



PURCHASE COMMITTEE, STATE HEALTH SOCIETY,
NATIONAL HEALTH MISSION, JAMMU AND KASHMIR

Name of the Group/ Item: Supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under NHM

NOTICE INVITING BIDS

E-TENDER NOTICE 09 OF 2017

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e-TENDER NOTICE 09 OF 2017
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Notice inviting e-Bids for Supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under National Health Mission, Jammu and Kashmir

For and on behalf of the Governor of Jammu & Kashmir State, online tenders are invited from the firms registered with Health & Medical Education Department of J&K State for Supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under NHM as per detailed specifications and Terms & Conditions mentioned in this Tender document:

S. No.	Particulars of Tenders	Cost of Tender Fee	Earnest Money
01	Supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under NHM	Rs.2,500/- only to be deposited through online/ RTGS transfer	Rs.1,00,000/- only in the shape of CDR/ FDR, pledged to the FA & CAO, National Health Mission, J&K

1. Detailed tender document alongwith terms and conditions can be downloaded from the website www.jktenders.gov.in or www.jknhm.com from **25.01.2018 (1200 Hrs onwards)**.
2. Pre-bid meeting shall be held in the office of National Health Mission, J&K on **01.02.2018 at 1400 Hrs.**
3. Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website www.jktenders.gov.in from **02.02.2018 (1400 Hrs) upto 16.02.2018 (1600 Hrs) only**.
4. Technical bids will be opened on **17.02.2018 (1500 Hrs)** in the Conference Hall of State Health Society, NHM, J&K in the presence of bidders who wish to attend. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
5. Financial bids of bidders qualifying the Technical evaluation shall be opened on later date which will be notified separately.
6. Following documents, in original, should reach in the office of **FA & CAO, National Health Mission, Jammu** through Regd. Post by or before **16.02.2018 upto 1600 Hrs:**
 - a.) Proof of deposit of Tender fee (including cost of Tender Document & Tender Processing Fee) amounting to Rs.2,500/- (Rupees Two Thousand Five Hundred only), to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKAOLUXURY; MICR Code: 180051023);
 - b.) Earnest Money Deposit, in the shape of CDR/ FDR pledged to the FA & CAO, National Health Mission, J&K;
 - c.) Affidavit, in original, on Rs.100/- stamp paper duly attested by 1st **Class Magistrate** stating that:

- (i) The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ supplier.
 - (ii) If anything found wrong at any stage, I shall be responsible and deem to any legal action against me.
7. Any clarification can be had from the office of State Health Society, National Health Mission, J&K at Nagrota, Jammu and Chanapora, Srinagar on any working day between 10.00 AM to 4.00 PM. In addition, queries can also be e-mailed at: mdnhmjk@gmail.com.
8. **Complete bidding process will be on-line. Bidders are not required to submit the price bid in physical form.**
9. Any Correspondence, required to be made regarding this tender, 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/ Partner/ Managing Director/ Chairperson/ Board of Directors through Power of Attorney to sign on behalf of the Firm/ Company.

Sd/-
Financial Advisor & CAO
National Health Mission, J&K

No: SHS/NHM/J&K/17318-24

Dated: 20.01.2018

Schedule of critical dates to be observed with respect to notice inviting online bids for supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under National Health Mission, Jammu and Kashmir

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	25/01/2018 at 1000 Hrs
2	Start Date of Downloading RFP from Website	25/01/2018 from 1200 Hrs
3	Websites for Downloading RFP	www.jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading RFP from Website	16/02/2018 upto 1400 Hrs
5	Pre-Bid Meeting	01/02/2018 at 1400 Hrs
6	Venue of Pre-Bid Meeting	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
7	Website for Submission of Bids (Technical as well as Financial)	www.jktenders.gov.in
8	Start Date for Submission of Online Bids	02/02/2018 from 1400 Hrs
9	Last Date for Submission of Online Bids	16/02/2018 upto 1600 Hrs
10	Date of Opening of Technical Bids	17/02/2018 at 1500 Hrs
11	Place of Opening of Technical Bids	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
12	Date of Opening of Financial Bids	To be Notified Separately
13	Tender Fee (including Cost of Tender and Tender Processing Fee) (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKAOLUXURY; MICR Code: 180051023)	Rs.2,500/- (Rupees Two Thousand Five Hundred only)
14	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K)	Rs.1,00,000/- (Rupees One Lakh only)

Sd/-
Financial Advisor & CAO
NHM, J&K

Instructions to bidders regarding e-tendering process:

1. The interested bidder can download the notice inviting EoI/ bidding document from the website <http://jktenders.gov.in>.
2. To participate in 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 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 delay in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled 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 <http://jktenders.gov.in> e-tendering portal to store important documents like Balance sheet, 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 <http://jktenders.gov.in>.
15. **Scanned copies of the below mentioned documents shall be attached from My Document area for bidders.**
 - a. PAN Card
 - b. GST Registration Certificate
 - c. Balance Sheets/ ITRs

Terms and Conditions:

1. Bidders should be registered supplier with the Health and Medical Education Department of J&K.
2. Tenders are to be uploaded under two cover system -

A. Cover 1st - Technical Cover:

1. Scanned copy of EMD
CDR/ FDR Format:
Received from M/s...ABC...pledged to the FA/ CAO, NHM, J&K.
2. Scanned copy of Proof of Deposit of Tender Fees
3. Scanned Copy of an affidavit on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1st Class Magistrate** stating that:
 - a. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ supplier.
 - b. If anything found wrong at any stage, I/ we shall be responsible and deem to any legal action against me.
4. Scanned copies of following documents, duly Self-attested by the Authorized Signatory alongwith seal:
 - a. Registration certificate with Health & Medical Education Deptt.
 - b. Certification of Incorporation
 - c. PAN Card of the Organization and the Authorized Signatory
 - d. GST Registration Certificate
 - e. Certificate of Registration under Employees Provident Fund Act
 - f. Certificate of Registration under Employees State Insurance Act
 - g. Average annual turnover certificate, issued by the Chartered Accountant, with average annual turnover of last three financial years not less than Rs.3.00 Crore
 - h. Audited Balance Sheets alongwith ITRs of last three financial years – 2014-15, 2015-16 and 2016-17
 - i. Work experience certificate in the form of completion certificate (not merely the work orders) issued by the Central/ State Govt. Organizations/ Banks/ PSUs/ other reputed organizations

B. Cover 2nd - Financial Cover:

1. Rates to be submitted by the Bidders – strictly in and as per the BOQ only.
3. **Original** of below-mentioned documents have to be submitted to the office of the FA/ CAO (Chairman), Purchase Committee, State Health Society, NHM, J&K before the last date and time of uploading of bids, that is, upto **1600 Hrs – 16.02.2018**:
 - a) EMD
 - b) Affidavit
 - c) Self-attested xerox copies of the documents mentioned above at 2(A)(4)(a) to (i) - required to be uploaded under Technical bid
4. BoQ and all the documents, except EMD, duly self-attested by the authorized signatory alongwith seal, be uploaded on the web-portal www.jknhm.com within due date and time. SHS, NHM, J&K, if required, may, at its own discretion extend the date & time for uploading of bids. In such a case, all rights and obligations of SHS and the bidders shall be applicable to the extended time frame.
5. **Eligible Bidders:** Prior to submission of bids, bidder shall ensure that it –

- a) Should be registered for the last 5 years (as on 31st March, 2017) under the Companies Act, 1956/ 2013;
 - b) Should have its Registered Office or Branch Office in Jammu/ Srinagar;
 - c) Should have minimum 5 years' experience in providing manpower to Central/ State Govt. departments/ Banks/ Public Sector Companies/ Other Reputed Organizations;
 - d) Should be registered with – Health & Medical Education Deptt., J&K and appropriate Authorities including Income Tax Department; Commercial Taxes Department; Employees Provident Fund Act; Employees State Insurance Act, etc.;
 - e) Should have average annual turnover of last three financial years not less than Rs.3.00 Crore from the similar business
6. Technical documents submitted by the firm with the tender form will be opened in public in the presence of bidders/ firms or their authorized representatives. Purchase Committee reserves the right to call for additional information from the bidders to fully establish their eligibility. Such information should be submitted within the time frame set aside by the committee, otherwise the bid may not be considered for further evaluation.
 7. Financial bid (Price bid) of only those bidders shall be opened who will qualify in Technical bids on the basis of Technical Evaluation. Date of opening of Financial Bid shall be notified separately.
 8. Price bids should be offered **on-line only**.
 9. The outsourced personnel shall be entitled for remuneration, as per Annexure “, including obligatory payments towards EPF/ ESI/ EDLI, etc., as applicable. **Price bid has to be quoted in terms of Vendor's margin/ Service Charges, to be quoted in Rs. (and Not in %age) strictly in accordance with the BOQ.**
 - a) If any bidder quotes 'Nil' charges, bid shall be treated as unresponsive and will not be considered;
 - b) Vendor's margin/ Service charges quoted should not be 'absurdly low'. The bidder may be asked to justify the charges in case the Purchase Committee finds the amount as 'absurdly low'. The decision of Purchase Committee on quote for being 'absurdly low' would be final. These 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;
 - c) Vendor's margin/ Service charges under the contract by the successful bidder shall in no event exceed the lowest price charged by the successful bidder from any other organizations during the period of the contract.
 10. Bidders/ authorized representatives should point out to the MD NHM regarding embitterment, if any, at the time of opening of tenders. Thereafter the bidder/ authorized representative will have no legal right to confer or to represent on one ground or the other.
 11. No conditional tender shall be accepted.
 12. **Earnest Money Deposit:**
 - a) Tender shall have to be accompanied with an Earnest Money Deposit **Rs.1,00,000/- (Rupee One Lakh only)** in the shape of CDR/ FDR, **valid for two years**, pledged to the FA & CAO, National Health Mission, J&K without which tenders will not be considered as valid. EMD shall be in the form of CDR/ FDR duly pledged in favour of FA & CAO, National Health Mission, J&K. Scanned copies of

CDR/ FDR shall have to be uploaded alongwith Technical bid and shall have to be deposited, in original, in the office of FA & CAO, National Health Mission, J&K before the last date and time of bid submission. **EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.**

- b) **Forfeiture of EMD:** EMD of the bidder will be forfeited in following cases –
- i. Withdraws or modifies the offer after opening of tender;
 - ii. Violates any terms & conditions of the tender document;
 - iii. Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder;
 - iv. Fails to deposit the security money within the prescribed time;
 - v. Fails to commence the services as per contract within the prescribed time.
- c) EMD of unsuccessful bidders shall be refunded soon after finalization of the tender, whereas it shall be retained in case of successful bidder and adjusted against the Performance Security Deposit to be refunded to successful bidder after completion of the contract period;
- d) EMD lying with NHM, J&K 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. The EMD may, however, be taken into consideration in case tenders are re-invited for the same project.

13. **Performance Security Guarantee:**

- a) Successful bidder will have to deposit Performance Security Deposit equal to Rs.5,00,000.00 (Rupees Five Lakhs only) in favour of FA&CAO, State Health Society, NHM, J&K at the time of agreement. The security amount shall in no case be less than the EMD;
- b) EMD of successful bidder may be adjusted towards Performance Security Deposit and balance be given in the form of Bank Guarantee favouring FA & CAO, State Health Society, NHM, J&K;
- c) The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the successful bidder and the same shall be refunded/ released after satisfactory completion of contract period and satisfying that there are no dues outstanding against the successful bidder;
- d) It is to be noted that any previous EMD/ security deposit, on account of any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this Rate Contract and therefore fresh security deposit is to be furnished;
- e) State Health Society, NHM, J&K will not pay any interest on Performance Security Deposit/ EMD;
- f) In case of breach of any terms & conditions stipulated in the contract, Performance Security Deposit will be liable to be forfeited by this office besides annulment of the contract.

14. **Responsibilities and Duties of the Personnel Deputed by the Successful Bidder:**

- a) The personnel employed by the successful bidder at State Health Society, Nagrota/ Chanapora shall be required to work normally as per the working days, i.e. from Monday to Saturday from 1000 Hrs. to 1700 Hrs. In case of their deployment at District Health Societies/ health facilities, office timings applicable would be as per the norms of concerned office(s)/ health facilities. However, in

case of exigencies, they may be called on weekends/ holidays, without any extra payment;

- b) In addition to the Gazetted holidays, they will also be entitled 12 casual leave per year restricted to one casual leave per month. Absence beyond the Gazetted holiday and casual leave will be dealt with as follows:
 - (i) In case the period of absence does not contain Gazetted or closed holiday(s), wages will be deducted @ $1/30^{\text{th}}$ of the monthly wage for each day of absence;
 - (ii) In case the absence contains Gazetted or closed holiday(s), wages will be deducted @ $1/30^{\text{th}}$ of the monthly wage, the total number of days of absence plus the intervening Gazetted or closed holiday(s).
- c) 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;
- d) They will not interfere with the duties of the employees of concerned office(s);
- e) They shall not divulge or disclose to any person, any details of their respective office(s), operational processes, security arrangements, administrative/ organizational matters as all are of confidential nature;
- f) They shall not claim any benefit/ compensation/ absorption/ regularization of services from/ in this office under the provision of any of the acts. Undertaking to this effect shall be required to be to this office. They shall not make any claims from this office with respect to enhancement of remuneration and will not approach the Court directly against this office

15. Responsibilities of the Successful Bidder:

- a) Arrange the manpower within 15 days of award of the contract/ issuance of work order(s) from time to time, as required at different locations, by the office of Mission Director, NHM, J&K from time to time. The said persons engaged by successful bidder shall be the employees of successful bidder and it shall be the duty of successful bidder to pay their remuneration every month. There is no master and servant relationship between the employees of successful bidder and this office and further that the said persons of successful bidders shall not claim any absorption in services with this office/ H&ME Department;
- b) For all intents and purposes, successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of personnel so employed and deployed. The persons deployed by the successful bidder shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against State Health Society, NHM, J&K or any of its associated office(s)/ other office(s) of the Health & Medical Education Department, J&K
- c) It shall ensure that:
 - i. The persons deputed 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 personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The successful bidder shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this office/ concerned Office(s);
 - iv. The persons supplied should not have any police records/ criminal cases against them. Successful bidder should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the successful bidder will be got verified by it before their deployment 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 deployed by it;
- vi. Successful bidder has to provide Photo Identity Cards to the persons deputed by it for carrying out the work. These cards are to be constantly displayed & their loss reported immediately;
- vii. The attrition rate of candidates will not exceed more than 5% in a year. Successful bidder shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the successful bidder in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 100 per day (per such case) on the successful bidder, besides deduction in payment on pro-rata basis
- d) Transportation, food, medical and other statutory requirements in respect of each personnel of the successful bidder shall be the responsibility of the successful bidder;
- e) This office may require the successful bidder to disengage any person(s), employed by it, who may be incompetent or for his/ her/ their misconduct and the successful bidder shall forthwith comply with such requirements. The successful bidder shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office;
- f) Successful bidder will be wholly and exclusively responsible for timely payment of wages to the persons engaged by it and compliance of all the Statutory obligations under all related legislations as applicable to it from time to time including minimum Wages Act, Employees Provident Fund, ESI, etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation;
- g) Successful bidder shall ensure payment of monthly salaries to the personnel, payment of Statutory dues vis-a-vis submission of monthly bills to the concerned Office(s) as per following schedule:

S. No.	Particulars	Time Line
1.	Receipt of monthly attendance of personnel deployed	By 05 th of relevant next Month
2.	Payment of salaries to personnel deployed	By 10 th of relevant next month
3.	Submission of monthly bill(s) to the concerned office(s) with respect to wages paid to the personnel deployed and alongwith documentary proof of payment on account of EPF, ESI, GST and any other tax as applicable from time to time pertaining to the concerned month. <i>Requisite portion of the bill/ whole of the bill shall be held up till the proof is furnished to the concerned office(s).</i>	By 15 th of relevant next month
4.	Payment of bill(s) in favour of successful bidder	By 20 th of relevant next month

- h)** Successful bidder shall be solely responsible for the 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;
 - i)** Successful bidder shall have to abide by the terms and conditions of the NIT and the approval of the contract for which an agreement shall have to be executed on a NON-JUDICIAL Stamp Paper with the concerned authorities before the allotment of the contract. The cost of the stamp duty shall be borne by the bidder. The successful bidder shall have to execute an agreement in the prescribed form
 - j)** Successful bidder shall carefully examine all the terms & conditions. In case of any doubts, he shall refer to the Officer-in-charge and get clarifications before signing the contract. After signing the documents, no communications regarding change in terms & conditions shall be entertained;
 - k)** Successful bidder is bound to stick on the rates once quoted by it. In addition, it shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract;
 - l)** Successful bidder shall also be liable for timely depositing all the taxes, Statutory dues, etc. on account of service rendered by it to concerned authorities from time to time as per the rules and regulations under relevant legislations and shall maintain all Statutory record(s) under the applicable Laws. Successful bidder shall produce the same, on demand, to the concerned Authority of this Office or any other Authority under Law. In case, Successful bidder fails to comply with any Statutory/ Taxation liability under appropriate Law and as a result thereof this office or any of its concerned Office(s) is put to any loss, obligation, monetary or otherwise, same will be reimbursed out of the outstanding bills or the Performance Security Deposit of the successful bidder to the extent of loss or obligation in monetary terms;
 - m)** Successful bidder 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/ CDR/ Security deposits/ with-holding of other deposits in Health and Medical Education Department as a whole or even debarring/ black listing of the bidder. EMD shall be forfeited if the bidder withdraws its tender or revise the prices of its offer within validity period/ refuse to comply the work order placed on it within the validity period of the offer;
 - n)** Successful bidder will be bound by the details furnished by it to this office, while submitting the tender or at any subsequent stage. In case, any of such documents furnished by the successful bidder is found to be false at any stage, it would be deemed to be a breach of the terms of contract making it liable for legal action besides termination of contract.
16. The contract will likely to commence from 01st April, 2018 and will be subject to approval of the rates by the Ministry of Health & Family Welfare, Govt. of India. The initial period of contract would be one year from the date of execution of the agreement, extendable by another one year on satisfactory performance and subject to the necessary approval by the MoH&FW, Govt. of India/ Competent Authority. **Service Charges/ rates quoted by the successful bidder would be fixed for a period of one year and any statutory Increase in wages, etc. is to be borne by the successful bidder.**
17. **Payment:**
- a) Payment shall be made by the respective Office(s) where manpower will have to be provided, or respective Head Offices, under National Health Mission, J&K including

State Health Society/ District Health Societies/ Tertiary Health Care Institutions, etc. after receipt of monthly bills, alongwith attendance and documentary proofs regarding deposit of Statutory dues, including EPF/ ESI/ GST, duly verified by the concerned Officer(s). ***Requisite portion of the bill/ whole of the bill shall be held up till the proof is furnished to the concerned office(s);***

- b) No advance payments shall be made;
- c) Statutory dues, as applicable under rules, shall be deducted at source from the bills of successful bidder;
- d) Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the firm:
- e) All bills/ invoices should be raised in triplicate.

18. Termination of Contract:

- a) **Termination for Insolvency:** State Health Society, NHM, J&K may at any time terminate the work order/ contract by giving one month's written notice to the successful bidder, without any compensation, if it becomes bankrupt or otherwise insolvent
- b) **Termination for Default** - Default is said to have occur:
 - (i) If the successful bidder fails to deliver any or all of the services within the time period specified in the work order or any extension thereof;
 - (ii) If the successful bidder fails to perform any other obligation under the Contract/ Work Order.

If the successful bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of default notice from this office, the contract/ work order may be terminated by this office. Further, State Health Society, NHM, J&K may transfer, upon such terms and in such manner, as it deems appropriate, work order for similar work to L-2 bidder and the defaulting L-1 bidder will be liable to compensate this office for any extra expenditure involved to complete the scope of the work totally during the contract period.

- 19. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest bidder, due to backing out by the successful bidder, shall be recovered from the defaulting bidder out of its Earnest money/ Security deposit or from any of its pending bills with the Department, as the case may be. Even if the second lowest bidder agreed to carry the contract at the rate of first lowest, EMD of 1st lowest bidder 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. The same procedure will be adopted in case of 2nd lowest bidder on its default and likewise for 3rd lowest bidder.
- 20. Purchase Committee, State Health Society reserves the right to call for any information from the bidders, including Successful bidder, as it deems fit in the interest of the bidding process/ execution of the contract and the bidders, including successful bidder, is bound to furnish the same within the stipulated time failing which State Health Society will be at liberty to take necessary action including rejection of bid(s)/ cancellation of Rate Contract/ forfeiture of EMD/ Performance Security Deposit.
- 21. 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 Department, Agency, Officer or Official of NHM, J&K shall not affect the definitive agreement that results from this Tender 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 the Project unless approved and agreed to by NHM, J&K Authorities.

22. Bidders 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 the State Health Society, NHM, J&K, for getting the project issued in its favour can be disqualified from the process at any stage without any notice in this regard.
23. Purchase Committee, State Health Society, NHM, J&K makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT.
24. The information contained in this NIT is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that a bidder requires. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms and 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 uploaded on the website **www.jknhm.com** and it will become part and parcel of the NIT.
25. Purchase Committee, State Health Society is competent and reserves the right to consider, ignore, or reject all or any of the bids received in response to this NIT at any stage, without assigning any reason what so-ever.
26. **Indemnity:**
 - a) Successful bidder will indemnify State Health Society, NHM, J&K for all legal obligations of its manpower deployed for this project;
 - b) State Health Society, NHM, J&K or its associated office(s) shall stand absolved of any liability on account of death or injury sustained by the staff, deployed by successful bidder, during the performance of his/ her duties and also for any damage or compensation due to any dispute arising out of any reason.
27. **Dispute Resolution:** In case of any dispute/ difference or doubts or any other issue that may come up during the course of contract, the matter shall be referred to the Mission Director, NHM, J&K who will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of the dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission. If the officer designated as Arbitrator fails to dispose off the grievance filed within the period or if the successful bidder or the Purchase Committee or any other person is 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.
28. In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.
29. The failure of any 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:

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - b) Has informed the other party as soon as possible about the occurrence of such an event.
30. All the terms and conditions of the NIT should be carefully studied for the sake of submitting complete and comprehensive bid, failing to comply with any of the terms and conditions will lead to rejection of tender, even if it is competitive offer.
31. All the Legal proceedings that may arise at any time shall be subject to the exclusive jurisdiction of Courts of J&K State only.

In Acceptance

Sig. & Seal of the Bidder
alongwith Full address

Check-list for the Bidders

S. No.	Particulars	Page No.
1.	Registration certificate issued by the Health & Medical Education Department, J&K	
2.	Tender Fee (Proof of deposit of Tender fee amounting to Rs.2,500/- (Rupees Two Thousand Five Hundred only), 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 and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023))	
3.	EMD (in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)	
4.	Affidavit on Rs.100/- stamp paper duly attested by 1 st Class Magistrate	
5.	Bidders Detail as per Annexure ‘B’ (to be typed on letter-head of bidder)	
6.	Undertaking as per Annexure ‘C’ (to be typed on letter-head of bidder)	
7.	PAN of the Organization as well as Authorized Signatory (copies to be enclosed)	
8.	TAN of the Organization (copy to be enclosed)	
9.	GST Registration No. of the Organization (copy to be enclosed)	
10.	EPF Registration No. of the Organization (copy to be enclosed)	
11.	ESIC Registration No. of the Organization (copy to be enclosed)	
12.	Average annual turnover certificate, issued by the Chartered Accountant, with average annual turnover of last three financial years not less than Rs.3.00 Crore	
13.	Balance Sheets of last three Financial Years – 2014-15, 2015-16 and 2016-17 (copies to be enclosed)	
14.	ITRs of last three Assessment Years – 2015-16, 2016-17 and 2017-18 (copies to be enclosed)	
15.	Terms & Conditions alongwith Annexure(s) – ‘A’ to ‘E’ duly signed by Authorized Signatory alongwith seal	
16.	Misc. Documents including Copies of Work Orders, Performance Certificates, etc. – duly signed by Authorized Signatory alongwith seal	

In acceptance
Sig. & Seal of the Bidder
alongwith Full address

Particulars of Bidder

(to be typed on the Letter-head)

S. No.	Particulars	To be filled in by the Bidder
(1.)	Name of Agency	
(a)	Date of Establishment/ Incorporation of Agency	
(b)	Health & Medical Education Department's Registration No.	
(c)	PAN	
(d)	TAN	
(e)	GST No.	
(f)	EPF Registration No.	
(g)	ESI Registration No.	
(2)	Office Address	
(3)	Telephone No.	
(4)	Mobile No.	
(5)	FAX No.	
(6)	e-Mail ID	
(7)	Authorized Person	
(a)	PAN	
(b)	Mobile No.	
(c)	e-Mail ID	
(8)	No. of Years of Working Experience	

S. No.	Particulars	To be filled in by the Bidder
(9)	Experience in dealing with Govt. Departments (as per format mentioned below)	
(10)	Whether the Bidder/ Agency is blacklisted by any Govt. Department or any Criminal Case is registered against the Bidder/ Agency or its Owner/ Partners anywhere in India (Affidavit to this extent has to be submitted)	
(11)	Whether a Copy of the Terms & Conditions duly signed, in token of acceptance of the same, is attached.	
(12)	Proof of Deposit of Tender Fees	
(a)	Amount	Rs.2,500/- (Rupees Two thousand Five Hundred only)
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	
(13)	Details of EMD	
(a)	Amount	Rs.1,00,000.00 (Rupees One Lakh only)
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	

In acceptance
Sig. & Seal of the Bidder
alongwith Full address

Detail of Work Experience with Govt. Agencies/ Departments/ PSUs during Previous Five Financial Years:

S. No.	Name of Govt. Agency/ Department/ PSU	Year of Working	Detail of Manpower Provided		
			Category/ Type	No. of Manpower	Amount (in Lakhs)

In acceptance
 Sig. & Seal of the Bidder
 alongwith Full address

UNDERTAKING

(to be typed on letterhead of bidder)

The Mission Director,
National Health Mission,
Jammu and Kashmir

Subject: NIT for Supply of different category(ies) of manpower including Data Entry Operators/ Office Assistants, Support Staff for working in various institutions of Health & Medical Education Department, J&K under NHM

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender 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 and 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
alongwith Full address

Financial Bid

(To be quoted On-line only)

S. No.	Particulars	No. of Days/ %age	Unskilled (@ Rs.225/- p.m.)	Skilled (@ Rs.350/- p.m.)	Highly Skilled (@ Rs.400/- p.m.)	Administrative/ Ministerial/ Accounts Staff (@ Rs.325/- p.m.)
1	Minimum Wage Rate – Per Person (as per SRO 460)	30	6,750.00	10,500.00	12,000.00	9,750.00
2	Additions on account of:					
2.a	Employer's Contribution on account of EPF @ 12% of Basic Wages	12.00%	810.00	1,260.00	1,440.00	1,170.00
2.b	Admn. Charges @ 5% of Employer's & Employee's Contribution	5.00%	81.00	126.00	144.00	117.00
2.c	Employer's Contribution on account of EDLI @ 1% of Basic Wages	1.00%	68.00	105.00	120.00	98.00
2.d	Employer's Contribution on account of ESIC @ 4.75% of Basic Wages	4.75%	321.00	499.00	570.00	463.00
Sub-Total (2) [= 12.a (+) 12.b (+) 12.c + 12.d]			1,280.00	1,990.00	2,274.00	1,848.00
3	Total (3) [= (1) + (2)]		8,030.00	12,490.00	14,274.00	11,598.00
4	Vendor's Margin/ Service Charges (To be Quoted by Vendor in Rs. and Not in %age)		To be Quoted by the Bidders in the BoQ – On-line [and Not to be submitted/ mentioned in Hard Copies]			
5	Total (5) [= (3) + (4)]		8,030.00	12,490.00	14,274.00	11,598.00
6	GST as per the J&K Goods and Services Tax Act, 2017 - Support Services (Heading 9985)	18.00%	1,445.00	2,248.00	2,569.00	2,088.00
7	Grand Total - Amount Payable to Vendor (7) [= (5) + (6)]		9,475.00	14,738.00	16,843.00	13,686.00
8	Amount Payable to Individual Candidate Per month (Net of Contributions to be Deposited on their behalf)					
9	Minimum Wages		6,750.00	10,500.00	12,000.00	9,750.00
10	Deductions on account of -					
10.a	Employee's Contribution on account of EPF @ 12% of Basic Wages	12.00%	810.00	1,260.00	1,440.00	1,170.00
10.b	Employee's Contribution on account of ESIC @ 1.75% of Basic Wages	1.75%	118.00	184.00	210.00	171.00
Sub-Total (10) [= 10.a (+) 10.b]			928.00	1,444.00	1,650.00	1,341.00

S. No.	Particulars	No. of Days/ %age	Unskilled (@ Rs.225/- p.m.)	Skilled (@ Rs.350/- p.m.)	Highly Skilled (@ Rs.400/- p.m.)	Administrative/ Ministerial/ Accounts Staff (@ Rs.325/- p.m.)
11	Net Monthly Remuneration (in-Hand) to Candidate (11) [= 9 (-) 10]		5,822.00	9,056.00	10,350.00	8,409.00
12	Net Monthly amount to the Credit of Candidate on account of EPF					
12.a	Employer's Contribution on account of EPF @ 12% of Basic Wages	12.00%	810.00	1,260.00	1,440.00	1,170.00
12.b	Employee's Contribution on account of EPF @ 12% of Basic Wages	12.00%	810.00	1,260.00	1,440.00	1,170.00
Sub-Total (12) [= 12.a (+) 12.b]			1,620.00	2,520.00	2,880.00	2,340.00
13	Gross Monthly Benefit to Candidate (virtually available in case of Medical Assistance/ Exigency):					
13.a	Employer's Contribution on account of EDLI @ 1% of Basic Wages	1.00%	68.00	105.00	120.00	98.00
13.b	Employer's Contribution on account of ESIC @ 4.75% of Basic Wages	4.75%	321.00	499.00	570.00	463.00
13.c	Employee's Contribution on account of ESIC @ 1.75% of Basic Wages	1.75%	118.00	184.00	210.00	171.00
Sub-Total (13) [= 13.a (+) 13.b (+) 13.c]			507.00	788.00	900.00	732.00
14	Gross Monthly Benefit to Candidate (14) [= 11 (+) 12 (+) 13]		7,949.00	12,364.00	14,130.00	11,481.00

Note:

- Above calculations are indicative for reference and the final amount payable to vendor {col. (7)} will change after additions on account of Vendor's Margin/ Service Charges {col. (4)} and consequent change in amount of GST {col. (6)}.
- Final amount payable to Vendor, as per (7) above, will be subject to the clarification regarding GST, that is, whether GST to be charged on Total amount as per (5) or on Vendor's margin/ Service Charges as per (4) and accordingly, amount payable to the successful vendor will be finalized.

Detail of Requisite Categories of Manpower, alongwith Qualification

S. No.	Category	Classification as per SRO – 460	Minimum Qualification	Brief Job Description
1.	Helper/ Multi-Tasking Staff (full time)	Un-skilled (involving simple operations requiring little or no skill or experience on the job)	8 th	Routine daily office works of non-technical nature
2.	Sweeper/ Cleaner (full time)		-	-
3.	Cook (full time)		-	-
4.	Data Entry Operators (for NHM Helpline/ Blocks/ Health Facility level below District Headquarters)	Administrative/ Ministerial/ Accounts Staff	Graduation with 1 Year Diploma in Computer Applications	<ul style="list-style-type: none"> • Uploading of data provided to them by the peripheral health institutions on day-to-day basis; • Performing any other duty(ies) assigned to them related to their work by the Officer in-charge
5.	Computer Operators for Data Entry Operations & associated works (for District Head Quarters at CMO Office/ e-Hospital Project)	Skilled (involving skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgement)	Graduation with 1 Year Diploma in Computer Applications and 2 Years' Post-Qualification Experience	<ul style="list-style-type: none"> • Uploading/ Consolidation of Data/ Reports received from Blocks/ Tertiary Care/ Other Institutions; • Performing any other duty(ies) assigned to them related to their work by the Chief Medical Officer/ Officer in-charge
6.	Computer Operators for Data Entry Operations & associated works (for State/ Divisional Level)	Highly Skilled (involving degree of perfection and full competence in the performance of certain tasks including clerical work acquired through intensive technical or professional training or practical work experience for certain reasonable period and also requires of an worker to assume full responsibility for the judgement or decision involved in the execution of the tasks)	Post-Graduation with 1 Year Diploma in Computer Applications and 2 Years' Post-Qualification Experience	<ul style="list-style-type: none"> • Uploading/ Consolidation of Data/ Reports, etc. received from Directorates/ Districts/ Tertiary Care Institutions; • Performing any other duty(ies) assigned to them related to their work by the Officer in-charge

Indicative No. of Manpower to be provided:

(1.) Support Staff (Helpers, etc.) = 10-15 (for State Health Society, National Health Mission, J&K at Nagrota (Jammu)/ Chanapora (Srinagar));

(2.) Data Entry Operators = 200 – 250 (Location of work will be at State Health Society, NHM, Nagrota (Jammu/ Chanapora (Srinagar); Tertiary Health Care Institutions; District Health Societies; District Hospitals and Block Headquarters)

Above-mentioned No. is indicative and may Increase or Decrease as per the approval of the Ministry of Health & Family Welfare, Govt. of India