

**U.T. Administration of
Dadra & Nagar Haveli and Daman & Diu
Department of Health and Family Welfare
Daman**

No.CPB/DNH&DD/DEO/2020-21/1534

Daman

Date: 22/03/2021

Limited Tender Enquiry

The Department of Health & Family Welfare, DNH & DD on behalf of President of India, invites sealed tenders from the Manufactures/Authorized Dealers/Suppliers for Rate contract for hiring of Data Entry Operator for Department of Health & Family Welfare, Dadra & Nagar Haveli and Daman & Diu, so as to reach on or before **27/03/2021** up to **15.00** hours by Post/Courier or deposit into the tender box kept in the office of the undersigned.

Sr. No	Particulars	Estimated Cost	(E.M.D.) Earnest Money Deposit	Tender Fees (Non-Refundable)
1.	Rate contract for Hiring of Data Entry Operator through Outsourcing	Rs. 3,00,000/-	----	500/-

Bid submission should be done along with tender Fees in original by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the undersigned. However, Tender Inviting Authority shall not be responsible for any postal delay.

1. The Tender Fees should not be forwarded by cash.
2. The Tender Fees will be accepted only in form of Demand Draft /Bankers Cheque of any Nationalized or Scheduled Bank of India payable in Daman.
3. The Sealed Tender should be properly covered subscribing the name of items on envelope.
4. The offers received without obtaining tender documents or without tender fees shall not be entertained.

*Rate contract for Hiring of Data Entry Operators for Department of Health and Family Welfare,
DNH & DD*

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof.

Sd/-

In-charge,
Central Procurement Branch
E-mail Id: cpbdnhdd@gmail.com
Room No. 106, 1st Floor,
Community Health Center,
Moti Daman

Copy to:-

- 1) The I.T. Department, Daman with a request to publish in Website.
- 2) The Accounts Section, NHM (Daman) for information.

**U.T. ADMINISTRATION OF
DADRA & NAGAR HAVELI AND DAMAN& DIU
DEPARTMENT OF HEALTH AND FAMILY WELFARE**

Terms and Conditions for the “**Rate contract for Hiring of Data Entry Operators through outsourcing for Department of Health and Family Welfare, DNH& DD.**”

❖ **Instructions to Bidders :**

- 1) All documents attached should be legible/readable.
- 2) The Bidder has to give compliance for quote and any false/misleading statement in compliance found any time during the procurement process, the bid shall be out rightly rejected.
- 3) For all queries regarding tender specifications and any other clauses included in the tender document should be addressed to personnel in tendering office address provided below:

**Central Procurement Branch,
1st Floor, Room No. 106,
Community Health Center,
Moti Daman**

❖ **Tender Fees (Non Refundable) Rs.500/- :**

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non Refundable) will be accepted only in form of Demand Draft /Bankers Cheque in favor of **Mission Director, National Health Mission, DNH & DD** from any Nationalized or Scheduled Bank of India payable in Daman.
- c. All tenders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected.

❖ **Security Deposit: (SD)**

- a. The successful tenderer will have to pay within 10 days from the date of demand, an amount equal to 3% of the total value of articles, which may be ordered, as the amount of security deposit.
- b. Non receipt of Security Deposit within stipulated time will result in automatic cancellation of the order for supply without any intimation.
- c. However in case if any articles are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the contractor will be recovered from the bill(s) for such articles.

- d. The Security Deposit(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is not adjustable with Security Deposit required by these conditions.
 - e. In case of failure to replace the accepted and rejected articles from the supplies made, as mentioned in the conditions the loss undergone by the Government will be recovered from the contractor Security Deposit or payment due of any bill(s) to the extent required.
 - f. The tender inviting officer will consider extension of time for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the contractor is bound to abide by the limit given and liable to make good for the loss made to the Government on account of his failure to abide by the time limit.
- Security Deposit shall be liable to be forfeited in following circumstances:
- i. Tender is rejected due to failure of supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
 - ii. Tenderer fails to replace the manpower declared to be not of requisite performance or not conforming to acceptable standards.
- Only on satisfactory completion of the supply order for and on payment of all bills of the contractor, as to be admitted for payment, the amount of Security Deposit will be refunded after expiry of guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon.
- In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the articles will be obtained from the tenderer who offered next higher rates or from any other sources, as may be decided by the tender inviting Officer and the loss to the Government on account of such purchases(s) shall be recovered from the former contractor by Security Deposit or bills payable. The contractor shall have no right to dispute with such procedure.

❖ **Conditions of Contract :**

1. ACCEPTANCE OF TENDER:

- a. The tender is liable for rejection due to any of the reasons mentioned below:
 - i. Non-submission of tender within stipulated time.
 - ii. Tender is unsigned or not initialed on each page or with unauthenticated corrections.
 - iii. Non-payment of Tender Fees.
 - iv. Non-Submission of required documents as mentioned in schedule
 - v. Conditional/ Vague offers.
 - vi. Unsatisfactory past performance of the tendered.
 - vii. Items with major changes/deviations in specifications/standard/grade/packing/ quality offered.
 - viii. Submission of misleading/contradictory/false statement or information and fabricated/ invalid documents.
 - ix. Tenders not filled up properly.

- x. The documents attached by the bidder if found not readable will not be considered for bid evaluation.

- b. Any discount which the bidder wants to give has to be considered and total final bid amount has to be mentioned clearly in the price bid form.

- c. Discount offered after price bid opening will not be considered.

- d. The Central Procurement Branch may seek any clarifications/explanation/documentary evidence related to offer at any stage from tenderers if required.

- e. **The rate quoted should be inclusive of all taxes and no extra charges will be paid and should be valid upto One Year from the date of tenderization. The tender shall be valid for a period of 3 years and the rates of tender shall be revised as they become lesser than the minimum wages of the U. T of DNH&DD.**

- f. **The tenderer shall not quote more than 12% Service Charge.**
 - a. All/Taxes/Duties/Royalties Charges payable on the service within and/or outside the state shall be payable by the supplier.

 - b. The right to accept or reject without assigning any reasons or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.

 - c. No separate agreement will be required to be signed by the successful tender(s) for the purpose of this contract for supply. Rates tendered/offered in response to the concerned Tender Notice shall be considered as acceptance of all above terms and conditions for supply for all legal purpose.

 - d. Bidder / its sister concerns / companies where its Promoters / Directors either directly or indirectly are involved, should not have ever been blacklisted in tender / supplies by any state/Central Govt. In case of bidder / principal is involved / penalized under any investigation of CVC or any State/Central Govt. Commission in relation to the similar work project issue; the bid will be out rightly rejected.

❖ **Conditions of Contract :**

1. The agreement for providing staff services shall be for the period of One Month and may be extended up to 12 Months if required and beyond also with the approval of Secretary(Health)

2. The bidder should have a License from Labor & Enforcement Officer, UT of DNH & DD.

3. The tenderer shall have to provide supporting documents like List of work executed in various Govt. Semi Govt. organizations, School, College, University, Municipalities, corporate with proof.
4. The successful tenderer shall have to engage staff/employees required for the operation of the facility management/services in sufficient number required for this job.
5. In case of any accident with staff/employee of contractors/bidders during the Course of execution of the agreement/work, and/or the damage done by the Contractor or his staff to the property of the Hospital. The department shall not be responsible for any kind of accident with labors engaged for this job. The cost of damage of property shall be recovered from the contractor/agency.
6. The contractor at his own risk and cost shall have to grant benefit of leave plus pay emoluments to the employees as per the law in force. In case of any loss to the Department authority due to the breach of any conditions of the labour license/act on the part of the contractors, such losses shall be recovered from the contractors. If required the same can be recovered by the concerned authority from the contractors as a recovery of land revenue.
7. The agency and staff should give full cooperation to the Police in case of any inquiry regarding damage caused to the property of the institute.
8. The selected agency shall have to provide the services with whom agreement is made and this cannot be entrusted to any other agency or sub-agency. If it is found so, their Security Deposit will be forfeited and the agreement will be cancelled.
9. The staff of National Health Mission, Daman including the superior authority of the Administration shall oversee the operation of works carried out by the contractors and contractors shall be bound to obey all the instructions of the superior authority.
10. In case of breach of any of the conditions of the contract by the contractor or if the work of the contractor is found unsatisfactory by the Department, such contract shall be terminated by the Departmental authority. The Mission Director, UT of

**Rate contract for Hiring of Data Entry Operators for Department of Health and Family Welfare,
DNH & DD**

DNH & DD shall be the authority for arbitration and the decision of the Secretary (Health) will be final and binding to all.

11. The above mentioned posts should have the minimum education as mentioned above & the minimum salary to be given to each individual as mentioned below to undertake the work by the successful contractor during the course of agreement.

Staff Required for State Health Society, UT of DNH & DD			
Sr. No.	Particulars	Education qualification required	Minimum salary to be paid per person per month in hand
1	Data Entry Operator	<p><u>Essential:</u> (i) Graduation with Diploma/Certificate (6 months continuous course) in computer application from a reputed institute (ii) Good Command on English Language and typing speed of more than 35 words per minute.</p>	<u>Rs. 11500/-</u>

Note: Minimum salary per month is proposed above is excluding all taxes & Service charges and statutory payments. The tenderers shall give a detailed breakup of the minimum salary, taxes and charges with deductions and contributions to be levied by the agency for the posts mentioned and the Basic salary shall not be less than the amount specified by Labour department under Minimum wages act.

Breakup Chart
Wages rate per Employee
Basic + Special Allowance
PF Amount (13%)
Work Compensation Policy
Bonus (8.33%)
Total
Service Charge
Billing rate per Month
UTGST 9%
CGST 9%
Gross Amount Per Person

12. Once the order is given to the agency for outsourcing of staff, the agency cannot refuse the offer otherwise agency shall be blacklisted

13. In case the successful tenderer stop the work/operation either partly or fully during the agreement period, the Department authority reserves the right to get such

- works/s/operation executed through any other sources at the risk and cost of the defaulted contractor. The SD of the defaulted contractor shall be forfeited.
14. Any additional payment which has to be paid to execute the work under such circumstance for such circumstances for such works/operation the said amount shall be recovered from the pending bills/deposit/any other works of the default contractors and/or shall be as on arrears of land revenue.
 15. If the employee of the bidder is found to execute any offensive work/activities not covered in the contract agreement/conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the contractor.
 16. The employee of the bidder shall have to take all care during the course of works/operation so that the any articles of the department cannot be damaged and shall also not create any hindrance to the hospital authorities. The successful bidder shall get approved work schedule from the department so as to avoid any dispute during the course of operation/ services period.
 17. The successful tenderer has to start the works/operation as per the tender terms & conditions and specification within 15 days on receipt of the work order.
 18. As per Minimum Wage Act the copy of Provident Fund challan paid should be attached with monthly bill submitted to the department.
 19. The Firm must have their representative office in the U.T. of DNH & DD and submit the complete address proof of the same.
 20. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Daman
 - a. The contractor shall have to offer unconditional bid/tender in the tender form itself. Any bid/tender with condition/s shall be summarily rejected.
 - b. If any change in the administrative procedure/rules by Department Authority time to time which is suitable to the Department for smooth operation of works shall have be binding to the contractor/s and for that the contractor shall have to give his willingness in writing.

21. In case of any dispute in terms of interpretations of agreement/contractor, the decision of the Mission Director, UT of DNH & DD in such cases shall be final and binding to all.
22. The successful tenderer shall have to take all care to avoid any accident during the course of work/operation for which all required precautions/steps are to be taken upon works site at the cost of the contractor himself. It shall be the duty of the contractor to handle such cases at his/their own cost and pay the damages/compensation payable if the Court or any other competent authorities may decide/order. The Department authority shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents.
23. The contractors shall have to produce all required evidence in respect of individual proprietor, partnership deed in case of partnership/firm and copy of the Memorandum and Article of Association in case of registered company.
24. The works/operation assigned is a part of essential service of General/Public Health, hence the contractor shall not postpone or close/stop such works in any circumstances/on any pretext. If such day to day works is not found satisfactory, then the penalty at the following rate shall be charged from the running bill or as per the condition of the contract.
25. If the contractor fails to execute the works, the tender inviting authority will impose penalty appropriately of Rs.300 per instance. The contractor shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the Secretary(Health), UT of DNH & DD who will hear both the parties whose decision will be final and binding to both the parties.
26. The contractor shall have to undertake all works during all festivals like Holi, Makar Sankranti, Navaratri, Ganesh Visharjan, Tajia, Chandani Padwa, Diwali, Christmas eve in vacation period also invariably failing which double penalty shall be charged from the contractors for not undertaking the work on such days. However the Contractor will be given an opportunity.
27. The penalty shall not be charged in case the work is closed due to curfew, flood and flood like situation, cyclone, riots and during any natural calamities, but the

- Contractor shall carry out all the work with extra time and staff if needed, during post calamity.
28. The timing for the employee of the contractor for all the work/operation/service shall be as follows: they will have to perform shift duties if needful or they will do general duties. However in case of examination, seminar, exhibition, annual day, national festivals, special events, emergency and/or any sort of urgency this period can be extendable with the prior permission of the Department authority.
29. The contractor shall have to obey strictly the provision of Minimum Wage Act Child Labour Act any other relevant Act/Rules. The responsibilities on violation of the acts shall be of the contractors. The Administration shall not be responsible for any litigation in this regard.
30. The rates for the works/tender cost for the work/operation/Management/services offered by the contractors shall include all taxes and the cost of all tools and plants, kits, cleaning materials and its kits, cost of all nature of risk factors, medicine including cost of labors and materials directed by the officer in charge.
31. The concerned agency shall have to obtain the information regarding number of personnel's to be deployed for the below said work from the Tender Authority, Daman and however, tentative requirement of staff is mentioned.
32. The personnel's deployed by the agency found not obeying, dishonest, unhealthy , non co – operative in such cases the instructions of the Mission Director, UT of DNH & DD for immediate replacement or transfer shall be binding to the agency and will do so without any pretext.
33. If any personnel's are found in drinking position or other unsocial activities like gambling etc. they shall have to be relieved from the duties immediately in such matter decision taken by the Mission Director, UT of DNH & DD shall be final and binding to all.
34. The Government employees who were either dismissed of removed from the Government job cannot be appointed by the agency for the above said work.

35. The agency shall have to maintain muster roll, payment sheet, identity cards etc. and same shall have to be produced before the Mission Director, UT of DNH & DD when it is demanded.
36. At the time of changing the shift personnel's shall have to sign the register of handed over, taken over charge with detail entry therein.
37. The Mission Director, UT of DNH & DD shall release bill of the agency every month on successful and satisfactory performance of the duties by the agency as well as by the personnel's deployed by the agency for the above said work.
38. The satisfactory duties performance certificate shall have to be obtained by the agency from the concerned authority/institution, failing which the agency shall not be entitled for the payment of such period. In such case, the Mission Director, UT of DNH & DD shall not be responsible for any pending payment of personnel's provided by the agency for such period.
39. The right to accept or reject the tender without assigning any reason thereof is reserved with the undersigned.
40. No residential facilities shall be provided by the hospital to the agency. The staying/ tentage arrangement shall have to be managed by the Agency itself at this own risk and cost for all the personnel's deployed for the purpose for the above said work.
41. GST will be applicable as per present rules time to time.
42. The agency shall be responsible for the payment of salary/wages and deduction of PF and Insurance premium / bonus etc. as per the provision under the minimum wages Act. The department shall not be responsible for any type of payment to the staff.
43. Each bill in which GST is charged must contain the following certificates on the body of the bill: "CERTIFIED" that the service on which GST has been charged have not been exempted under the Central GST Act or the Rules made there under and the amount charged on account of GST on these service is not more than what is payable under the provisions of relevant Act or Rules made there under".

PAYMENT TERMS :

- a. 100% of the invoice amount will be paid only after completion of work successfully and submission of Security deposit i.e.3% of the tender value.
- b. Price escalation clause will not be entertained under any circumstances.
- c. All bills should be in **TRIPLICATE** and should invariably mention the number and date of work order.
- d. All bills for amount above Rs.5,000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding Rs.5,000/- not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.
- e. Each bill in which GST is charged must contain the following certificates on the body of the bill: **“CERTIFIED”** that the service on which GST has been charged have not been exempted under the Central GST or the Rules made there under and the amount charged on account of GST on these services is not more than what is payable under the provisions of relevant Act or Rules made there under”.
- f. No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.
- g. The rates should be quoted only for the work specified in the list of requirements.
- h. Rates quoted for items other than the required specification/ make/ manufacture will not be considered.

Signature of Agency
With Rubber Stamp

Sd/-
In-charge,
Central Procurement Branch
E-mail Id: cpbdnhdd@gmail.com

SCHEDULE OF DOCUMENTS ATTACHED

Sr. No.	Document/Certificate	Uploaded & Enclosed
01.	PAN No.	Yes / No
02.	GST Registration.	Yes / No
03.	License from Labor & Enforcement Officer, U.T of D&NH and DD.	Yes / No
04.	The bidder must have their representative office in the U.T. of D&NH and DD and submit the complete address proof of the same	Yes / No

It is verified that all the certificates/permissions/documents are valid and current as on date and have not been withdrawn/cancelled by the issuing authority.

I/We further undertake to produce on demand the original certificate/ permission/ document for verification at any stage during the processing of the tender.

Date:

Place:

Sign & Stamp of tenderer.

SCOPE OF WORK:

Schedule of Requirements and Specifications:

**Rate contract for Hiring of Data Entry Operator for Department of Health and
Family Welfare, Dadra & Nagar Haveli and Daman & Diu.**

Sr.No	Particulars	Nos of Staff Required	Rate with Break up as mentioned at Point No.11	Remarks
1.	Data Entry Operator	05 Nos.		

Signature of Supplier

With Rubber Stamp

Sd/-

In-charge,
Central Procurement Branch
Email ID: cpbdnhdd@gmail.com