



Notice Inviting Tender

For selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in all 38 districts in the state of Bihar

Reference No: 1/SHSB/DHS/PPP (DATA MANAGEMENT UNIT(DMU))/2018

1. The State Health Society, Bihar (SHSB) is implementing the National Health Mission (NHM) to carry out various health related program and strengthening the health delivery system, in the state of Bihar.
2. The government owned health facilities in the state, provide a wide range of healthcare services and report data every month. Data from these health facilities is drawn into a web-based monitoring system comprising of Health Management Information Systems (HMIS), Mother and Child Tracking Systems(MCTS), Patient Registration, Drug Distribution & Diagnostic System etc., for reporting health indicator values through consolidation of data points at the Block level, District Hospital level, District HQ level for Chief Medical Officers(CMOs) and Divisional level. These indicators values help:
 - Monitor and evaluate program performance and interventions under National Health Mission (NHM)
 - Provide key inputs for health policy formulation and interventions

At the core of this system of generating pre-determined indicator values, is the aggregated facility-based / population-based data compiled from a set of paper-based registers and other source documents. Data is generated from these government owned health facilities across the state, where it is entered into the portal by Data Entry Operators (DEOs) for further reporting & analysis purposes.

3. The SHSB intends to select agencies at the District level for establishing Data Management Units (DMUs) for its various programs across the state, providing data entry, analysis & management services at Government Healthcare Facilities – from District Hospitals (DH) to Additional Primary Health Centre (APHC) and health department offices in all 38 districts in the state of Bihar, as per the **Annexure 7**.
4. Each Data Management Unit (DMU) shall comprise of
 - (a) A single highly skilled Data Entry Operator (DEO),
 - (b) Laptop/Computer set (Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services (UPS)),
 - (c) Laser jet printer, scanner cum copier (preferably a single machine) and,
 - (d) Data card for internet connection (speed of minimum 2 Mbps) etc.
5. The interested & qualified agencies, may download the tender, from the website www.statehealthsocietybihar.org, and may submit "tender documents" for each individual districts, to the concerned District Health Society (DHS), mentioning technical and financial details, and other related documents, as per the terms and conditions mentioned in this tender, in a sealed envelope clearly superscribed as **"Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in District Health Society (DHS)(Name of the district) in the state of Bihar"**, by speed post/registered post (Courier or by hand submission of bids will not be allowed) at the office of "The Civil Surgeon cum Member Secretary, DHS(Mention the Name of the district and address for which the agency intends to apply) on or before 26/06/2018 upto 05:00 PM.
6. The District Health Societies, of each of the 38 districts, will have the sole authority, for tender submission, evaluation and final selection of the bidders/agencies for concerned district.

7. An agency/bidder can apply for multiple districts; however, it will be required to submit the separate bids (*technical and financial*), and applicable Earnest Money Deposit (EMD) and Performance Security(PS) as mentioned in **Annexure 7**, to each District Health Societies(DHS) of the concerned districts, along with separate requisites as mentioned.

8. Schedule of Selection Process:

Sno	Event Description	Timeline
1	Closing, date & time of receipt of tender	26/06/2018 upto 05:00 PM
2	Time, Date and venue of opening of Technical Bid	27/06/2018 at 11:00 AM at the official chamber of Civil Surgeon-cum-Member Secretary of concerned District Health Society.
3	Time, Date and Venue of opening of Financial Bid	To be communicated by concerned District Health Society to technically qualified bidders.

9. The bids (*Both technical and financial*) will be opened in the official chamber of the Civil Surgeon(CS) cum Member Secretary, of the concerned District Health Society(DHS) as per the schedule mentioned in **Para 8**. In the event of any of the above-mentioned day being declared a holiday/closed day for the District Health Society (DHS), the bids will be received/opened in the next working day at the scheduled time. The agency's authorized representatives may attend the tender opening on the date and time as mentioned above in **Para 8**.
10. The tender shall be accompanied by Earnest Money Deposit (EMD) as mentioned in **Annexure 7** from any Schedule Bank in favour of concerned DHS, payable at concerned district. It may be noted that no bidder is exempt from deposit of EMD. Tenders without EMD shall be summarily rejected.
11. The SHSB/concerned District Health Society reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.
12. For any further clarification, regarding the contents of the tender document, please contact In-charge (DHS)/ District Monitoring & Evaluation Officer (DMNE), of the concerned district(s) during office hours from 10:00 AM to 05:00 PM as mentioned in **Annexure 8**. For any clarification following officer of SHSB may also be contacted during office hour – Arvind Kumar, System Analyst-cum-Data Officer, Mobile No-9470003015.
13. All further, notifications/amendments (if any), shall be posted on the website of the SHSB and concerned district(s) as mentioned in **Annexure 8**.

Executive Director,
State Health Society, Bihar

SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

1. Before preparing the tender and submitting the same to the District Health Society (DHS), the bidder should read and examine all the terms & conditions, instructions, checklist etc., contained in the tender documents. Failure to provide required information or to comply with the instructions incorporated in these tender documents may result in rejection of tender(s) submitted by bidders.
2. It will be imperative on each bidder to fully acquaint himself with the local environment and prevailing conditions and other factors including local legal framework, which would have effect on the performance of the contract and / or the cost and or execution of the contract as described in the Bidding documents.
3. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
4. The bidder shall indicate the amount of monthly charges per Data Management Unit (DMU) as mentioned in **clause 4 of the Notice Inviting Tender(NIT)** for the service(s), it proposes under the contract. The rates quoted by the bidder shall be inclusive of all the taxes, duties and levies, excluding Goods and Service Tax (GST) and shall be quoted in the format as per mentioned in **Annexure 6**.
5. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation and submission of its tender and subsequently processing the same. The DHS will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
6. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by self-attested English translation and, for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.
7. At any time prior to the deadline for submission of tenders, the SHSB/DHS may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it. Such modifications or amendments will be published on the websites of the concerned district(s) as mentioned in Annexure 8.
8. Such an amendment will be notified on www.statehealthsocietybihar.org, as well as the website of the concerned district(s) as mentioned in **Annexure 8** and the same shall be binding to all prospective Bidders. No separate communication shall be made to any individual bidders and DHS shall not be responsible in any manner if prospective Bidders miss any notifications placed on above mentioned website.
9. The tender shall be accompanied by Earnest Money Deposit (EMD) as mentioned in **Annexure 7**, in the shape of Demand Draft (DD) from any Scheduled Bank in favour of DHS payable at the concerned district. Further, the bidder bidding for multiple districts, would be required to submit EMD, separately, for each of the applicable districts. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
10. The EMD of unsuccessful bidder will be returned to them without any interest, after final conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security(PS) as per the terms of contract.

SECTION 2: ELIGIBILITY CRITERIA

- 1) This invitation is open to all organizations registered under Companies Act, 1956/2013 or Societies Registration Act 1860, Indian Trusts Act 1882 who fulfill the eligibility & qualification criteria specified hereunder. **(The bidder can't be an individual or group of individuals or Consortium)**

Sno	Eligibility Criteria for Firm/Agency	Supporting Document
1	The Bidder should be established firm registered under Companies Act 1956/2013 or Societies Registration Act 1860 or Indian Trust Act 1882 and should have been in operation during last 3 years, as on 31 st March, 2018	<ul style="list-style-type: none"> For company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies Act 1956/2013. For Society/Trust- Certificate issued under Societies Registration Act 1860/Indian Trust Act 1882.
2	The Bidder must have average annual turnover of not less than INR 2.5 Crore in last three financial years FY 2014-15, FY 2015-16 & FY 2016-17 , as evidenced by the audited accounts of the company.	<p>Audited Balance sheet and</p> <p>(a) Statement of Profit & Loss Account, Cash flow Statement, and any other related financial statements. (if the bidder is registered under Companies Act), or</p> <p>(b) Income and expenditure account, Receipts and Payments account (if the bidder is registered under Societies and Trusts Act)</p>
3	The bidder must have experience of providing minimum 50 Computer Operators' manpower (per annum) to Government (Central or state) Sector/PSU during any three years in the last 5 Financial Year (2013-14, 2014-15, 2015-16, 2016-17 & 2017-18).	Copy of work order and experience certificate from the client;
4	<p>Bidder must be / have.</p> <p>(i) PAN card of firm/agency</p> <p>(ii) Income tax return (ITR) of last three assessment years (AY 2015-16, 2016-17 and 2017-18)</p> <p>(iii) GST Registration Certificate</p> <p>(iv) EPF & ESI registration certificate</p>	<p>Self-attested copies of:</p> <ul style="list-style-type: none"> Bidder's PAN card Copy of Income Tax Return (ITR) for last three assessment years (AY 2015-16, 2016-17 and 2017-18) Copy of GST Registration Certificate Copy of last GST returns filed EPF & ESI registration Certificate.
5	<p>The bidder must not be</p> <p>(i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of</p>	Affidavit sworn before Public Notary/Executive Magistrate as per Annexure 3 .

	<p>submission of bids, and</p> <p>(ii) No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.</p> <p>(iii) The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.</p>	
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2. The bidder **shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.**
3. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
4. The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened in each district, and the bidder, who quotes the lowest(L1) minimum cost as per **Annexure 6 for “Total amount per month per DMU for (a)Charges for Laptop/Computer Set (Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS), Laser jet Printer with Scanner cum copier (preferably a single machine) & data card for (Unlimited Uploading/ Downloading) Internet facility(speed of minimum 2 Mbps) and (b) service charges”** as per Least Cost Selection (LCS), will be selected bidder(s)/agency(s) for establishing Data Management Units (DMU) for providing data entry services in Government Healthcare Facilities and health department offices, under the jurisdiction of District Health Society(DHS) of the applied district, under the ,**“Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in all 38 districts in the state of Bihar”**.
5. The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from NIT, with the concerned District Health Society(DHS) within 21 days, from the day of issue of the Letter of Intent (LoI), in the district, where it has been awarded as the L1 bidder.
6. In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI), the DHS shall be at freedom to negotiate with L2, and then L3,... (in this order) responsive bidders with their consent to enter into an agreement with the DHS, for establishing Data Management Unit(DMU)in Government Healthcare Facilities and health department offices, under the jurisdiction of District Health Society (DHS), at L1 rate. For said denial/failure if any, the EMD of the concerned selected bidder will be forfeited and other suitable action may be taken against the agency.
7. In case, L1 is quoted by multiple bidders, the DHS as far as possible, will distribute the work of DMUs equally amongst them.

SECTION 3: PREPARATION OF TENDER

1. Tender Documents are invited in two bids System. The bidder has to seal the Technical bid “**Envelope-A**” and Financial bid “**Envelope-B**” in separate envelopes duly super scribed, sealed and both these envelopes should then to be put in a bigger outer envelope, which should also be sealed and duly superscribed with “**Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in District Health Society (DHS)(Name of the district) in the state of Bihar**”. The outer as well as inner envelopes should have complete address of bidder as well as DHS..... (Mention the name of the DHS)
2. The “**Envelope A**” containing the Technical Bid, should contain
 - 2.1 Proposal covering letter, as per **Annexure 1**
 - 2.2 Particulars of the bidder, as per **Annexure 4**
 - 2.3 Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies or appropriate authorities as applicable
 - 2.4 Self- attested copy of PAN card, GST registration certificate
 - 2.5 Earnest Money Deposit (EMD), as per **Annexure 7**
 - 2.6 Original tender document duly stamped and signed in each page, as a token of acceptance of all the terms and conditions.
 - 2.7 Self-attested copy of audited accounts statement i.e. (Income and expenditure account, Receipts and Payments account (if the bidder is registered under Societies and Trusts Act) and Profit & Loss Account, Cash flow account (if the bidder is registered under Companies Act), along with audited balance sheet and any other related financial statements **as mentioned in the Eligibility criteria** along with all Appendix’s for the last 3 financial years (FY) 2014-15, 2015-16 and 2016-17.
 - 2.8 Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY)i.e. 2015-16, 2016-17 and 2017-18.
 - 2.9 Authorization Letter for signing of proposal in favour of signatory to tender documents as per **Annexure 2**.
 - 2.10 Affidavit from Notary/Executive Magistrate about non-blacklisting of the agency/bidder as per **Annexure 3**.
 - 2.11 Copy of work order(s) and experience certificate(s) in carrying out similar (providing data entry, analysis and management services, by providing highly skilled data entry operators) type of assignment / service in Govt. or public sector. The certificate should clearly mention the nature of work.
 - 2.12 Checklist as per **Annexure 9**.
 - 2.13 The bidder has to dispatch and submit the bid, by speed post/registered post (Courier or by hand will not be allowed) at the office of DHS, as mentioned in **Annexure 8**, as per the timelines mentioned in **Para 8** of the NIT.
3. The DHS will open the Bids (technical and financial) in the official chamber of the Civil Surgeon(CS) cum Member Secretary, of the concerned District Health Society(DHS) as per the schedule mentioned in **Para 8** in Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the DHS, the tenders will be opened at the appointed time in the DHS, on the next working day.
4. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
5. The “Technical Bid” shall be opened, at the prescribed time and date as indicated in Notice Inviting Tender (NIT). These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the tender.
6. The financial bid(s) of bidders whose Technical bids are found technically responsive and comply with the bid documents, will only be considered for financial evaluation. The bidder’s representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
7. The bidder shall indicate the amount of monthly charges per Data Management Unit (DMU) as mentioned in **clause 4 (a to d) of the Notice Inviting Tender(NIT)** for the service(s), it proposes under the contract. The rates quoted by the bidder shall be all inclusive of all taxes, duties and levies excluding GST. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules. This shall be quoted in the format as per mentioned in **Annexure 6**.

8. The bidder should quote the rates in figures as well as in words. Any alteration or correction, in financial bid would not be allowed in any case.
9. Each page of document should be signed by the bidder himself/themselves or his/their authorized agent on his/their behalf. In case the agent signs the document, the authority letter in his favour must be enclosed with the quotation as per **Annexure 2**.
10. The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which would otherwise make the bid liable for rejection.
11. The price offered, in the Financial Bid, as per **Annexure 6**, by the bidder/agency shall be valid for the entire contract period from the date of issue of award of contract.
12. The price shall remain firm and will not be subject to escalation of any description during the execution of the contract, for the entire contract period.
13. The agency submitting his bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.
14. Notwithstanding, anything contained in clause 11 of the Notice Inviting Tender(NIT), the SHSB/DHS reserves the right to cancel/reject full or any part of the tender, without assigning any reason.
 1. Any action on the part of the bidder to influence anybody of SHSB/DHS will make his bid liable for rejection.
 2. SHSB/DHS may, in writing, make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document that shall be communicated by SHSB/DHS.
 3. SHSB/DHS further reserves the right to cancel the contract in whole or any part thereof and shall be entitled to revise the contract wholly or in part by a written notice to the selected agency bidder, if: -
(a) The agency fails to comply with the terms of the order including specifications and other requirements; **(b)** The agency fails to provide services of Data Management Units(DMUs) in all government owned public health facilities, in the concerned district on time.
15. The services of Data Management Units(DMUs) provided by the successful bidder, in all government owned public health facilities, in the district, shall be strictly in accordance with specifications stated, any alterations of those conditions shall not be made without consent of DHS in writing. Any unauthorized deviation from the quality of the goods as well as scope of work under the contract shall not be permitted and if so, the concerned agency/bidder, shall be liable to be penalized accordingly.

SECTION 4. TERMS AND CONDITIONS

(A) EARNEST MONEY DEPOSIT (EMD)

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as per the **Annexure 7**, for the applied districts, in the shape of Demand Draft (DD) from any Scheduled Bank in favour of District Health Society(DHS) payable at the concerned district, which will be valid for a period of 45 days from the last date of submission of bids. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- b) An agency/bidder can apply for multiple districts; however, it will be required to submit the separate EMD as applicable as per **Annexure 7**, to the each District Health Societies(DHS) of the concerned districts, along with separate requisites as mentioned.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security(PS) as per the terms of contract.
- d) Earnest money is required to protect the DHS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. The EMD of a bidder may be forfeited without prejudice to other rights of the DHS, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of DHS, if it fails to furnish the required Performance Security(PS) within the specified period.
- e) The EMD/ Bid Security shall be forfeited by the DHS hereunder or otherwise, under the following conditions:
 - a. If a Bidder submits a non-responsive Bid;
 - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - c. If a Bidder withdraws its Bid during the period of bid validity as specified in this tender and as extended by the DHS from time to time;
 - d. In the case of Selected Bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security(PS) within the period prescribed thereof in the Letter of Intent(Lol)
 - e. In case the Selected bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security(PS)

(B) SCOPE OF WORK (SoW)

1. The service provider will have to establish Data Management Units (DMU) across Government Healthcare Facilities, including District Hospitals, Referral Hospitals, Sub-Divisional Hospitals, CHC, PHC, APHC and health department offices in the District as per **Annexure 7**, along with government offices & Medical Colleges and Hospitals functional in the concerned district as per need etc.
2. Each Data Management Unit(DMU) shall comprise of
 - (a) a single skilled Data Entry Operator(DEO),
 - (b) Laptop/Computer set (*Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS)*),
 - (c) Laser jet printer, scanner cum copier (*preferably a single machine*) and
 - (d) Data card for internet connection (*speed of minimum 2 Mbps*) etc.
3. The number of Data Management Units(DMU), as indicated in **Annexure 7** is provisional and the numbers may increase or decrease, at the sole discretion of the DHS and they may be relocated/reallocated as per the requirements, at the discretion of the DHS.

4. The following are minimum requirements/specifications for each Data Management Unit(DMU):

Sno	Particulars
1	Data Entry Operator (<i>Intermediate with at least six-month certificate/Diploma course in computer / IT and at least 1-year experience in English & Hindi computer typing with good knowledge of Microsoft Office and good communication skills.</i>)
2	Laptop / Computer with UPS (<i>Minimum requirement: - Intel i3 processor, 500 GB HDD, 4GB RAM, TFT Monitor with license version of Windows 10 OS (or above) and MS Office 2010 or above</i>)
3	Laser jet Printer with Scanner and copier (<i>preferably a single machine</i>)
4	Data card for Wireless or broadband internet connectivity, with unlimited uploading and downloading, and speed of minimum 2 Mbps per computer.

5. The selected agency should allocate at least 1 (One) Relationship Manager dedicated for Services within 15 days of the contract being awarded, which would be the Specific Point Contact (SPC) for the DHS regarding DMU. The Relationship Manager shall visit the premises of the government owned health facilities and health department offices to review the DMU services rendered and ensure that DEOs on duty are alert, vigilant, and record observations and should apprise the same to concerned officials of the government owned health facilities and submit the report of the same, to government owned health facility and DHS. The Relationship Manager shall ensure his/her presence at short notice when required by the DHS.
6. The staffing and qualification of the Data Entry Operators (DEOs) in each DMU, should be in line with the requirement. The DMU/DEO shall not be replaced, without the prior consent of the concerned DHS.
7. In case the Data Entry Operator's in the DMU is absent or on leave, the Agency will provide a replacement data entry operator at the concerned government health facilities or health department offices, without any delay.
8. The DEOs, in the DMUs should not be circulated/rotated amongst DMUs within the district, in case of manpower shortage, unless directed by DHS.
9. A compulsory FULL ONE (1) day Orientation Training of new DEOs, within the date specified by the DHS, whether at time of onboarding or DEO replacement, shall be the responsibility of the Bidder. The entire cost of training would be born by the selected bidder.
10. The DEO in the DMUs, shall receive the Reporting Formats/Registers for data entry from the various Facilities (Sub-centres (SC), Primary Health Centres (PHCs), Community Health Centres (CHCs)/Block/District Hospital/District HQ with CMOs/Division and Private health facilities as required). The DEO, in the DMUs shall ensure that the details of such a receipt is documented in a Log Book maintained by concerned health facilities/ offices. Every such entry for handover of the Reporting Formats/Registers shall be counter-signed by the DEO, in the DMUs to confirm its receipt.
11. The DEO in DMUs may be required to do some basic data analysis as and when required and intimated by the concerned officials of DHS/government health facilities/offices.
12. The agency or bidder shall mandatorily provide IT equipment's to all the Data Management Units(DMUs) established in Government Healthcare facilities and health department offices within the district that it has bid for, a Laptop/ Computer set (*Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS)*), a laser jet printer, scanner cum copier (*preferably a single machine*) along and shall also provide internet connectivity (*speed of minimum 2 Mbps*) to all the supplied desktop computers through provisioning of data cards for internet access.
13. The deputed Data Entry Operators(DEOs)and related Data Management Units(DMUs) established will undertake the following jobs:
 - (a) Data Management Units will collect, compile and generate all required information related to Health Programs which are being implemented under National Health Mission (NHM) on Daily, Weekly, Fortnightly, and Monthly and as per need basis.
 - (b) The deputed Data Entry Operators in the DMUs will collect, compile and generate reports of the programmes being implemented by Directorate of Health Services/ Department of Health/ DHS/ RKS etc., as and when required. State Health Society, Bihar is also collecting online information through Health Management Information System (HMIS) or any other web portal from district and below district level. Data Entry Operator needs to develop formats for collection of data which are not being collected under Patient Registration, Drug Distribution & Diagnostic System, Health Management Information System (HMIS) & RCH Portal (MCTS) etc.

- (c) Capturing attendance of Medical Personnel from facility level.
 - (d) Compilation of Rural Health Statistics (RHS).
 - (e) Data Entry on RCH Web Portal formerly known as MCTS.
 - (f) Data Entry Operator will collect and compile all such reports as per need within the specified timelines.
 - (g) Sending/Receiving Emails / letters to concern offices.
 - (h) Submission of concise report/draft letters (*in both Hindi & English*) to Officers at various levels in the State.
14. The word "Data Entry" in these terms and conditions include entries/uploading of text, tables, graphs & drawings etc., on computers in English/ Hindi as per requirement.
 15. The data entry, analysis and management is to be done on various application different packages / Software/ MS Office or similar packages in Hindi or English as per the requirement of concerned government health facilities/ offices.
 16. Data Entry Operator(DEO) in the DMUs will be provided by the selected Agency for data entry, analysis and management work as per the requirement, mentioned in the Scope of Work (SoW) in the Government Healthcare facilities and other health department offices within the district.
 17. The Agency will ensure timely salary payment of these data entry operators(DEOs) in the DMUs and opening of ESI and EPF account for each DEO's and timely deposit of applicable ESI and EPF (*Employer's contribution and employees contribution*) and failure to that if any, shall be at the risk and responsibility of the agency.
 18. The agency will have to submit evidence of payment of salary to DEOs, in their bank account through RTGS/NEFT on monthly basis, to the DHS, and after compliance of this only, payment for subsequent month will be disbursed to the agency. It has to be ensured by the agency, that payment of salary/ wages to DEOs is as per the norms, explained in this tender document.
 19. The Agency will submit the EPF/ESI submission challans to the DHS on quarterly basis.
 20. The recruited DEOs of the Agency shall not be the staff/ or employee of the Society in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.
 21. The agency shall be responsible to comply with all applicable labour legislation in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard
 22. The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the DHS for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the labour laws /Circulars/acts as to the manpower appointed or hired for performance of this contract.
 23. If any Data Entry Operator(DEO) in a DMU is not found fit for the work, the DHS, shall communicate this to the agency and it will be the responsibility of the agency to replace the concerned data entry operator at the earliest.
 24. The DMUs needs to be operational by the selected agency within specified time mentioned in the work order issued by DHS.
 25. Data entered will be treated as satisfactory only after the verification by the concerned competent authority.
 26. Any maintenance requirement of office equipment at each Data Management Unit(DMU), shall be the responsibility of the Bidder. Any non-functioning equipment shall be immediately notified by the DEO to the Bidder for rectification. In case of a lack of requisite action by the Bidder a formal complaint and call for action would be issued to the Bidder by the concerned officials immediately.
 27. Validated data entry along with hard and soft copy is to be completed and handed over to designated officer per month, by the DEO in the DMUs.
 28. The District Health Societies (DHS) will provide rent-free space, furniture (*includes table, chair*) free electricity and paper & cartridge only to the Data Management Units (DMUs) established in government owned health facilities and other health department offices within each district. Any other expenditure for any purposes will be borne by selected Agency for proper functioning of the DMU.
 29. Agency would be responsible for the security of the data, and the installed equipment in the DMU.

30. TDS admissible under the laws in force or enforceable by the Central or State Governments shall be deducted at prescribed norms on the payable amount.
31. The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
32. An estimated number of Data Management Units (DMUs) in different districts are listed in **Annexure 7**.
33. The DHS will also pay the agency/bidder min. wages, ESI, EPF, GST as per the prevailing rates notified by the concerned departments along with the agreed amount (L1) per month per DMU of (a) charges for Laptop/Computer Set (*Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS)*), Laser jet Printer with Scanner cum copier (*preferably a single machine*) & data card for (Unlimited Uploading/Downloading) Internet facility (*speed of minimum 2 Mbps*) and (b) service charges, as per the financial bid quoted by the bidder/agency, mentioned in **Annexure 6**.
34. The DHS/government healthcare facilities and health department offices will not entertain any dispute between the outsourced data entry operators and the concerned agency on any issue related to functioning of the DMUs. In case of any such dispute affecting the performance of the DMUs, strict action as per penalty provisions mentioned in the tender will be taken against the agency.
35. The selected agency will have to observe ethical behavior and standards with the outsourced Data Entry Operators(DEOs). The concerned DHS will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.
36. At the end of the contract period, the DEOs, appointed by the agency, will be required to share all the data and materials, reports available with them to the concerned officials in the concerned health facilities and health department offices.
37. The DEOs and the agency shall not share any data or material or information or report to any person or agency other than authorized by the concerned DHS/ government healthcare facilities/concerned health department offices.
38. The bidder/agency will be required to follow, the reservation policy of the state of Bihar, as per the Letter No. 23/Outsourcing - 01/2017 General Administration department. 14556, dated 17th November,2017, and would be required to submit a certificate to this effect to concerned DHS (**Refer: Annexure 10**).

(C) PROJECT DURATION

The tenure of the hiring of services is for 1 year, which may be extended for a further period of 1 year or more on the same rates, terms and conditions based on the requirements, availability of resources and funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and DHS. Any extension shall not be the right of the agency.

(D) SIGNING OF THE CONTRACT

The contract document/Agreement should be executed within 21 days of the issue of the Letter of Intent(LoI). Non-fulfilment of this condition, will result in cancellation of the award and forfeiture of the EMD.

(E) PERFORMANCE SECURITY

- a) The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of DHS, as mentioned in **Annexure 7**. The Bank guarantee shall be as per proforma at “**Annexure 5**” and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of the all contractual obligations including warranty.
- b) The performance security must be submitted before executing the contract/signing of the contract document positively.
- c) If the agency/bidder violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency may be blacklisted for a reasonable period as decided by DHS.

(F) START OF THE SERVICES

- (i) The service provider shall establish the Data Management Units(DMUs) and recruit and depute the data entry operators(DEOs) with the required equipment, in full conformity to the contract, across all the allotted health facilities& health department offices within 45 days from the date of signing of the contract with the DHS. If the services are not rolled-out within this timeline, DHS may impose a penalty of INR 1,000/- per week of delay per DMU.
- (ii) If service provider fails to start the services beyond 90 days after agreement, the contract may be terminated, and the selected service provider may be blacklisted and might result in forfeiture of performance security/bank guarantee to which, the selected agency shall have no claims. The such a case, the DHS shall be at freedom to negotiate with L2, and then L3... (in this order) responsive bidders with their consent to enter into an agreement with the DHS, for establishing Data Management Unit(DMU)in Government Healthcare Facilities and health department offices, under the jurisdiction of District Health Society (DHS), at L1 rate.

(G) PERFORMANCE REVIEW, INCENTIVES &PENALTY PROVISIONS

- (a) Agency performance would be evaluated based upon applicable penalties deducted
- (b) The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required.
- (c) Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). *The applicable penalty will be deducted from monthly invoice.*

Sno	Parameters	Applicable Penalty
1	Failure to start services within 45 days of signing of the contract	Rs 1,000 per week of delay per DMU
2	Failure in replacement of DEOs in the DMU beyond 2 days after start of service.	Rs.500 per day of delay per DEO.
3	Failure in replacement/rectification of non-functioning IT equipment available in the DMU.	Rs. 500 per day of delay per DMU, beyond 3 days

Sno	Parameters	Applicable Penalty
4	In case of any dispute between the outsourced DEOs and the selected agency affecting the performance of the DMUs	Forfeiture of the Performance Security(PS), cancellation of the contract and blacklisting of the agency, if the agency is found responsible for this after due enquiry. Agency will be given reasonable opportunity to present its case.

(H) PAYMENTS

- a. The payment will be made on monthly basis to the agency by the concerned District Health Society (DHS), against the invoices (*as prescribed under GST Act 2017*) raised by the agency, based on total number of functional Data Management Units(DMUs).
- b. The service provider will raise its invoices (*as prescribed under GST Act 2017*) on completion of services during the month and the invoices must be submitted to respective District Health Society(DHS), till 7th day of the next month, along-with supporting documents. The payment will be subject to TDS as Income Tax Rules/GST (if applicable) and other statutory deductions as per applicable laws.
- c. The payments will be made through PFMS or any other mode as directed by SHSB, by 20th of the month, after necessary verifications & deducting penalties (if any). In case the payment is delayed in document verification, beyond 20th of the month, after receipt of claims with relevant documentary evidences as accepted by the concerned officials, 70% of the payment shall be released on 21st of the month, and the remaining payment shall be released after verification of the documents, after deductions of any applicable penalties.
- d. The prices/rates quoted in the financial bid, as per **Annexure 6** shall remain same for the entire duration of the contract.

(I) SUB CONTRACTS

Sub-letting/Sub-contracting of the contract work assigned would not be allowed under any circumstances and contract may be terminated in case the agency sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the agency/bidder. Further, the agency shall be solely responsible for the Annual Maintenance Contract (AMC) of the IT equipment's in each of the Data Management Units(DMUs) established in government healthcare facilities and health department offices within the district, so that the equipment function smoothly & properly and the services of the DMU are not affected.

(J) MODIFICATION TO CONTRACT

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract, if the need be, shall be in writing and with the consent of both the parties and not otherwise.

(K) TERMINATION OF CONTRACT

- a) Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent(Lol) or contract formalization, may be liable for punitive action leading to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- b) The DHS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency, terminate the contract in whole or in part, if the agency fails to perform services as specified in the present contract or any other contractual obligations within the time period specified in the contract and the bidder/agency may also be

blacklisted, and the performance security may be forfeited, as also explained in preceding paragraphs.

- c) Unless otherwise instructed by the DHS, the agency or bidder shall continue to perform the contract to the extent not terminated.

(L) TERMINATION FOR INSOLVENCY

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

(M)TERMINATION BY MUTUAL CONSENT

In the event the DHS & bidder or agency mutually agrees to the terminate the contract, either party shall give 30 days written notice to the other party and after the consent of both parties contract may be terminated without any Legal or Financial Obligation on any Party to the contract.

(N) FRAUD AND CORRUPT PRACTICES

- a)The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the DHS may reject any bid without being liable in any manner whatsoever to the bidder/agency if it determines that the bidder/agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.
- b) Without prejudice to the rights of the DHS hereinabove, if an bidder/agency is found by the DHS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding Process, such bidder/agency shall not be eligible to participate in any tender issued by the DHS/SHSB during a period of 2 (two) years from the date such bidder/agency is found by the DHS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c)For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i.“**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the DHS who is or has been associated in any manner, directly or indirectly, with the bidding Process.
 - ii.“**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;
 - iii.“**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
 - iv.“**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the DHS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest
 - v.“**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

(O) Intellectual Property Rights

The bidder/agency shall, at all times, indemnify and keep indemnified the DHS, free of cost, against all claims which may arise in respect of goods & services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged

breach of patent, registered designs, trademarks etc. being made against the DHS, the DHS shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the DHS.

(P) Insurance

- (a) The bidder/agency shall be responsible for insuring all the IT machines and equipment's, manpower, etc. for accident, theft, damage, burglary etc.
- (b) The DHS shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the DHS's premises (*government health facilities and health department offices within the district, where DMU are established*). All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/agency.

(Q) Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by hand or e-mail or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the DHS and the bidder/agency.

Sd/-
Executive Director,
State Health Society, Bihar

ANNEXURE 1: PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

The Civil Surgeon cum Member Secretary

District Health Society (DHS),..... (*Name of the district*)

..... (*Mention the address of the DHS*)

Re: Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices in(*Name of the district*) in the state of Bihar

Dear Sir / Madam,

We, the undersigned, offer to provide the services for establishing Data Management Units (DMU) for providing data entry services in Government Healthcare Facilities and health department offices, in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the DHS, may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of DHS to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to DHS any additional information it may find necessary or require to supplement or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by SHSB/DHS;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with DHS or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.

- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DHS/SHSB and / or the Government of Bihar in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 120 days from the proposal due date specified in tender.
- i. A Power of Attorney(PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the DHS.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

ANNEXURE 2: POWER OF ATTORNEY (AUTHORIZATION LETTER)

Format for Power of Attorney for Signing of Application/Bid document

(On a Stamp Paper of requisite amount)

Power of Attorney

Know all men by these presents, We M/s..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address and PAN), duly approved by the appropriate authority of the firm/agency, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **"Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in(Name of the district) in the state of Bihar"** including signing and submission of all documents and providing information / responses to the District Health society.....(Name of the district), representing us in all matters before District Health Society,.....(Name of the district) in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney(PoA) and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the..... day of 2018.

For _____

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- i. The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA).

ANNEXURE 3: FORMAT FOR AFFIDAVIT

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/ declared ineligible by State Health Society, Bihar/ District Health Society(DHS),.....(*Mention the name of the district*)/ or any other entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project/s, in last 5 years from the date of submission of bids/tenders, as on the _____ (Date of Signing of Application).

And that No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.

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

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

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the EMD or performance security as applicable shall stand forfeited without further intimation.

Dated this..... Day of....., 2018

Name of the Bidder/agency

Signature of the Authorized Person

..... Name of the Authorized Person

..... Designation of the Authorized Person

ANNEXURE 4: PARTICULARS OF THE BIDDING ORGANIZATION

Name and full address of the Company	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address(<i>Official</i>): Company website: Year of Incorporation:	
Turn Over of the Company (in crores) 2014-15: 2015-16: 2016-17: Average Annual Turnover:	
Income Tax Registration number (PAN)	
Goods and Services Tax(GSTN):	
Type of Company (Public Limited/Private Limited etc)	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the DHS (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings If yes, kindly give details of the govt. entity and reason for blacklisting, in last 5 years from the last date of submission of bids/tenders	
<p>(Authorized Signatory)</p> <p>Name: _____</p> <p>Designation & Authority: _____</p> <p>Place: _____</p> <p>Date: _____</p> <p>Stamp: _____</p>	

ANNEXURE 5. FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Civil Surgeon (CS) cum Member Secretary

District Health Society(DHS), (Name of the district)

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated ... 2018 (hereinafter referred to as "the Contract") to implement the [Name of the project: Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices for the(Name of the district).

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the SHS, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of (As mentioned in **Annexure 7**), to DHS.....(Name of the district) under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards DHS,.....(Name of the district) under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from DHS,.....(Name of the district) stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to DHS,.....(Name of the district) any and all sums demanded by DHS,.....(Name of the district) under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from DHS to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the bidder)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **18 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that DHS,.....(Name of the district) at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that DHS,.....(Name of the district) may have in relation to the bidder's liabilities.

6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of DHS,.....(*Name of the district*)or any other indulgence shown by DHS,.....(*Name of the district*)or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of concerned districts, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2018

Witness

(Signature) (Signature) (Name) (Name) Bank Rubber Stamp

(Official Address) Designation with Bank

ANNEXURE 6 – FINANCIAL BID

We agree to provide services for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in the (*Name of the district*) district in the state of Bihar, in accordance with the terms of the contract, and will be charging at the rate:

(a) Charges for Laptop/Computer Set (<i>Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS)</i>), Laser jet Printer with Scanner cum copier (<i>preferably a single machine</i>) & data card for (Unlimited Uploading/ Downloading) Internet facility (<i>speed of minimum 2 Mbps</i>) per month per DMU	Rs (per Data Management Units(DMU) per month) (<i>Amount in figures</i>)	(Rupees..... (<i>Amount in words</i>))
(b) Service charges, per month per DMU	Rs (per Data Management Units(DMU) per month) (<i>Amount in figures</i>)	(Rupees..... (<i>Amount in words</i>))
(c) Total amount ((a) +(b)), per month per DMU	Rs (per Data Management Units(DMU) per month) (<i>Amount in figures</i>)	(Rupees..... (<i>Amount in words</i>))

The bidder will be required to raise the invoice as prescribed under GST Act 2017. The DHS will pay the agency/bidder min. wages, ESI, EPF, GST as per the prevailing rates notified by the concerned departments along with total amount per month per DMU for (a) charges for Laptop/Computer Set (*Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS)*), Laser jet Printer with Scanner cum copier) & data card for (Unlimited Uploading/ Downloading) Internet facility (*speed of minimum 2 Mbps*) and (b) service charges, as per the financial bid quoted above by the bidder/agency.

1. The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder, who quotes the lowest(L1) minimum cost for “ *Total amount per month per DMU for (a) Charges for Laptop/Computer Set (Monitor, CPU, Keyboard and Mouse & Un-interrupted Power Services(UPS)*, Laser jet Printer with Scanner cum copier (*preferably a single machine*) & data card for (Unlimited Uploading/ Downloading) Internet facility (*speed of minimum 2 Mbps*) and(b) service charge” as per Least Cost Selection (LCS), will be selected bidder(s)/agency(s) for establishing Data Management Units (DMU) for providing data entry services in Government Healthcare Facilities and health department offices, under the jurisdiction of District Health Society(DHS) of the applied district, under the, “Tender Notice for selection of service providers for establishing Data Management Units (DMU) for providing data entry, analysis and management services in Government Healthcare Facilities and health department offices, in all 38 districts in the state of Bihar”.
2. The rates quoted must be in figures as well as in words. The above quoted rates should be inclusive of all taxes and duties excluding GST. GST will be paid by DHS/ government healthcare facilities/ health department offices as per the prevailing rates.
3. The price quoted as per column of the financial bid offered, shall be valid for the entire contract period from the date of issue of award of contract.

4. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered will be inclusive of all applicable taxes/duties (Central and State), except GST (as per the prevailing rates). Also, the rate/s offered will also be inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by DHS.
5. There will be no change in the price in respect to change in the cost of materials, transportation and on raw materials and components that may take place while the contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon.
6. The agency will have to submit evidence of payment of salary to Data Entry Operators(DEOs), in their bank account through RTGS/NEFT on monthly basis, to the DHS, and after compliance of this only, payment for subsequent month will be disbursed to the agency. It has to be ensured by the agency, that payment of salary/ wages to DEOs is as per the norms, explained in this tender document.

Signature of Authorized Signatory:

Seal with Designation:

Place:

ANNEXURE 7: ESTIMATED REQUIREMENT OF DATA MANAGEMENT UNITS(DMU) PER DISTRICT

District	Estimated requirement (N) of Data Management Units (DMUs)	Earnest Money Deposit (EMD) (Rs.)	Performance Security(PS) (Rs.)
Araria	48	220,000	540,000
Arwal	24	110,000	270,000
Aurangabad	57	260,000	640,000
Banka	45	200,000	510,000
Begusarai	71	320,000	800,000
Bhagalpur	68	310,000	770,000
Bhojpur	61	280,000	690,000
Buxar	48	220,000	540,000
Darbhanga	71	320,000	800,000
East Champaran	113	510,000	1,270,000
Gaya	105	470,000	1,180,000
Gopalganj	57	260,000	640,000
Jamui	46	210,000	520,000
Jehanabad	34	150,000	380,000
Kaimur	45	200,000	510,000
Katihar	74	330,000	830,000
Khagaria	34	150,000	380,000
Kishanganj	39	180,000	440,000
Lakhisarai	28	130,000	320,000
Madhepura	54	240,000	610,000
Madhubani	89	400,000	1,000,000
Munger	42	190,000	470,000
Muzaffarpur	66	300,000	740,000
Nalanda	90	410,000	1,010,000
Nawada	66	300,000	740,000
Patna	119	540,000	1,340,000
Purnia	69	310,000	780,000
Rohtas	71	320,000	800,000
Saharsa	47	210,000	530,000
Samastipur	84	380,000	950,000
Saran	70	320,000	790,000
Sheikhpura	28	130,000	320,000
Sheohar	24	110,000	270,000
Sitamarhi	72	320,000	810,000
Siwan	79	360,000	890,000
Supaul	44	200,000	500,000
Vaishali	74	330,000	830,000
West Champaran	74	330,000	830,000

The number of Data Management Units(DMU), mentioned above, is provisional and the numbers may increase or decrease, at the sole discretion of the DHS and they may be relocated/reallocated as per the requirements, at the discretion of the DHS. It is to be mentioned that, the services of the DEOs may be required at evening or night shift as per need of the government health facility or offices.

ANNEXURE 8: CONTACT DETAILS OF DISTRICT HEALTH SOCIETY(DHS) IN BIHAR

District	District Monitoring & Evaluation Officer (DMEo) or I/c (DMEo)	Address of District Health Society of concerned district	Address of weblink of district
	Contact Number		
Araria	9470263233	Civil Surgeon -cum- Member Secretary District Health Society, Sadar Hospital Campus, Post-Araria, Dist. Araria, Pin Code – 854311	https://araria.nic.in
Arwal	9471002876 9471007305	District health society arwal near sadar hospital, Post-Arwal, Dist. Arwal, Pin Code 804401	https://araria.nic.in
Aurangabad	9471007306 8862808031	District Health Society, Sadar Block Campus, Aurangabad(Bihar) Post-Aurangabad, Dist. Aurangabad, Pin Code - 824101	http://aurangabad.bih.nic.in
Banka	9471007307	District Health Society Banka Civil Surgeon Office Campus Purani Thakurwari Road, Post- Banka, Distt. - Banka Pincode- 813102	https://banka.nic.in
Begusarai	9471007308	Civil Surgeon Cum Member Secratary District Health Society, Sadar Hospital Campus Begusarai, Post-Begusarai , Dist.- Begusarai, Pin :- 851101	http://begusarai.bih.nic.in
Bhagalpur	9471007309	District Health Society, Sadar Hospital campus Ghanta ghar chowk Bhagalpur, Post - Bari Post Office, Dist-Bhagalpur, Pin: -812001	https://bhagalpur.nic.in
Bhojpur	9471007310	DPM Office Near DPS School Karman Tola Arrah Chhetriyea jaach Ghar Campus, Post- Nawada, Dist.- Bhojur, Pin: -802301	www.bhojpur.bih.nic.in
Buxar	9199356922	Central Jail Road Sadar Hospital Campus DPM Office Buxar , Post- Mallah Chakiya central Jail , Dist.- Buxar, Pin:-802101	https://buxar.nic.in
Cham. (E)	9471007313	District Health Society, Sadar Hospital campus Motihari East Champaran Post- Motihari , Dist- East Champaran , Pin:-845401	https://eastchamparan.nic.in
Cham. (W)	9471007341	DPM Office first Floor Bettiah Block Campus Post- Bettiah , Dist- West Champaran, Pin:-845438	https://westchamparan.nic.in
Darbhanga	8271786753	District Health Society, Darbhanga Opposite K.S College Aallal Patti Darbhanga, Post- DMCH Darbhanga, Dist-Darbhanga, Pin: -842004	https://darbhanga.nic.in
Gaya	9304579636	Chand Chaura IDS Campus District Health Society, Gaya Post- Gaya, Dist.- Gaya Pin: -823001	http://gaya.bih.nic.in
Gopalganj	9471007315	District Health Society, Sadar Hospital campus Gopalganj, Post-Gopalganj, Dist-Gopalganj, Pin: -841428	http://gopalganj.bih.nic.in
Jahanabad	9471007317	District Health Society, Jahanabad Near Block Campus Jahanabad,	https://jehanabad.nic.in/en/

District	District Monitoring & Evaluation Officer (DMEo) or I/c (DMEo)	Address of District Health Society of concerned district	Address of weblink of district
		Post-Jahanabad, Dist- Jahanabad, Pin; -804408	
Jamui	9471007316	District Health Society, Jamui Near Sadar Hospital Campus Jamui, Post-Jamui, Dist- Jamui, Pin: -811307	https://jamui.nic.in
Kaimur	9471007318	District Health Society, Sadar Hospital campus Bhabhua, Post-Bhabhua, Dist.-Kaimur Pin: -821101	http://kaimur.bih.nic.in
Katihar	9471007319	Civil Surgeon Office District Health Society, Katihar Kali Wari Road Katihar, Post-Katihar, Dist- Katihar, Pin: -854105	https://katihar.nic.in
Khagaria	9471007320	District Health Society, Khagaria At. Sadar Hospital Campus, Po-Khagaria , Ps-Chitragupt Nagar , Dist-Khagria , Pin:-851204	https://khagaria.nic.in
Kishanganj	9471007321	District Health Society, Kishanganj Near Indor Stedaum Dumariya Kisanganj , Post- Kishanganj , Dist.- Kishanganj, Pin:-855107	http://kishanganj.bih.nic.in
Lakhisarai	9471007322	District Health Society, Civil Surgeon Lakhisarai , At Sadar Hospital campus Lakhisarai . Nearby Jamui more, behind District Collecteriat, Post-Lakhisarai, Dist.- Lakhisarai, Pin: -811311, Bihar.	http://lakhisarai.bih.nic.in
Madhepura	9471007323	District Health Society, Madhepura Near Sadar Hospital campus Madhepura , Post- Madhepura , Dist.- Madhepura, Pin:-852113	http://madhubani.bih.nic.in
Madhubani	9471007324	DHS in Front of Sadar Hospital Madhubani Post-Mukh Dak Ghar Station Road Madhubani, Dist.- Madhubani, Pin: -847211	http://madhubani.bih.nic.in
Munger	9471007325	District Health Society, Munger Near TV Centre Sadar Hospital Road Munger, Post- Munger, Dist- Munger, Pin: -811201	https://munger.nic.in
Muzaffarpur	9973246246	District Health Society, Sadar Hospital Campus Muzaffarpur Post-Company Bag Muzaffarpur, Dist.- Muzaffarpur, Pin: - 842001	https://muzaffarpur.nic.in
Nalanda	9097952965 9471007327	District Health Society, Nalanda West of Bahaisasur Chowk Bihar Sharif Nalanda, Post- Bihar Sharif, Dist-Nalanda, Pin: -803101	http://nalanda.bih.nic.in
Nawada	9471007328	District Health Society, Sadar Hospital Campus Hospital Road Nawada, Post-Nawada, Dist-Nawada, Pin: -805101	http://nawada.bih.nic.in
Patna	9471007329	District Health Society, Patna Gardani Bag Hospital Campus Gardani Bag Patna Near Gardani Bag PS -Patna, Post- GPO, Pin: -800001	http://patna.bih.nic.in
Purnia	9471007330	District Health Society, Purnea Sadar Hospital Campus Near Kalli Mandir & Water Tank Post- Girgha Chowk Purnea, Dist.- Purnea, Pin: - 854301	https://purnea.nic.in
Rohtas	9471007331 9905080942	District Health Society, Rohtas District Hospital Campus Sasaram, Post- Sasaram , Dist.- Rohtas, Pin:-821115	http://rohtas.bih.nic.in
Saharsa	9430515767	District Health Society, Saharsa Sadar Hospital Campus, Post- Saharsa , Dist- Saharsa, Pin:-852201	https://saharsa.nic.in

District	District Monitoring & Evaluation Officer (DMEo) or I/c (DMEo)	Address of District Health Society of concerned district	Address of weblink of district
Samastipur	9471007333	District Health Society, Sadar Hospital campus Samastipur, Post-Samastipur, Dist-Samastipur, Pin: -848101	http://samastipur.bih.nic.in
Saran	8544104339	District Health Society, Civil Surgeon Campus Sadar Hospital Chhapra Saran, Post- Chhapra, Dist.-Saran, Pin: -401301	https://saran.nic.in
Sheikhpura	9471007335, 8935898935	DPM Office District Health Society, Sheikhpura Shree Krishna Jnana Hospital Near Grida Chowk Sheikhpura , Post- Sheikhpura, Dist-Sheikhpura, Pin:-811105	http://sheikhpura.bih.nic.in
Sheohar	8538917351	District Health Society, Sheohar Near Shrkit House Muzaffarpur road Sheohar, Post-Sheohar, Dist.- Sheohar, Pin:-843329	http://sheohar.bih.nic.in
Sitamarhi	9471007337	District Health Society, Dumra Sitamarhi, Near Head Post Officer, Post-Sitamarhi, Dist.- Sitamarhi, Pin: -843301	http://sitamarhi.bih.nic.in
Siwan	9971007338	District Health Society, Siwan Near Sadar Hospital campus, Post-Siwan, Dist.-Siwan, Pin: -841226	https://siwan.nic.in
Supaul	9470003806	District Health Society, Supaul Sadar Hospital Supaul Near Mahawir Chowk, Post- Supaul, Dist-Supaul, Pin: -852131	https://supaul.nic.in
Vaishali	9471007340	District Health Society, Near Ghandhi Chowk Sadar Hospital Hajipur Campus, Post- Hajipur, Dist.-Vaishali, Pin: -844101	https://vaishali.nic.in

ANNEXURE 9: CHECKLIST FOR SUBMISSION

Sl.no	Documents to be submitted	Submission Status (Yes/No)	Page Nos in the bid
1.	EMD/ Bid security as per Annexure 7 , in the form of Demand Draft (DD) in favour of State Health Society, Bihar, payable at Patna		
2.	Proposal Forms as per tender		
3.	Copy of the Certificate of Incorporation issued by the Registrar of Companies or appropriate authorities as applicable		
4.	Audited Balance sheet and (a) Statement of Profit & Loss Account, Cash flow statement, and any other related financial statements (if the bidder is registered under Companies Act), or Income and expenditure account, Receipts and Payments account (if the bidder is registered under Societies and Trusts Act)		
4.1	FY 2014-15		
4.2	FY 2015-16		
4.3	FY 2016-17		
5.	The bidder must have experience of providing minimum 50 Computer Operators' manpower (per annum) to Government (Central or state) Sector/PSU during any three years in the last 5 Financial Year (2013-14, 2014-15, 2015-16, 2016-17& 2017-18).		
6.	Copies of: PAN card & Copy of Income Tax Return (ITR), filed by bidder in last 3 Assessment Years (AY): 2015-16, 2016-17 and 2017-18 .		
6.1	PAN card		
6.2	(i) GST certificate and (ii) ESI and EPF certificate		
6.2.1	Income Tax Returns (ITR) of AY 2015-16		
6.2.2	Income Tax Returns (ITR) of AY 2016-17		
6.2.3	Income Tax Returns (ITR) of AY 2017-18		
7.	Affidavit Sworn before notary/ executive magistrate stating that Agency/ Bidders is not blacklisted/banned/declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years, from the last date of submission of bids/tender.		
8.	Power of Attorney (PoA) in favour of signatory of Tender Documents, as per the format mentioned		

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

(For DHS Use Only) – to be filled during opening of applications

Verified the above-mentioned documents and found them to be in order at respective page nos. except those as under

1.

2.

Signature of Authorized Signatory:

Designation:

Place and Date

ANNEXURE 10: RESERVATION POLICY

पत्रांक-23/आउटसोर्सिंग-01/2017,सा.प्र.14556/

**बिहार सरकार
सामान्य प्रशासन विभाग**

प्रेषक,

शिवमहादेव प्रसाद,
सरकार के अवर सचिव।

सेवा में,

सभी प्रधान सचिव/सचिव।
सभी प्रमण्डलीय आयुक्त।
सभी जिला पदाधिकारी।
सचिव, बिहार लोक सेवा आयोग, पटना।
सचिव, बिहार कर्मचारी चयन आयोग, पटना।
परीक्षा नियंत्रक, बिहार संयुक्त प्रवेश प्रतियोगिता परीक्षा पर्वद, पटना।
सचिव, केन्द्रीय चयन पषद (सिपाही भर्ती), पटना।
सदस्य सचिव, पिछड़े वर्गों के लिए राज्य आयोग, बिहार, पटना।
सचिव, अति पिछड़े वर्गों के लिए राज्य आयोग, बिहार, पटना।

विषय:-

आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण
लागू करने के संबंध में।

पटना-15, दिनांक 13.11.17

महाशय,

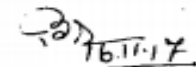
निदेशानुसार उपर्युक्त विषय के संबंध में कहना है कि सामान्य प्रशासन विभाग, बिहार, पटना के संकल्प संख्या-13876 दिनांक-03.11.2017 (छायाप्रति संलग्न) द्वारा आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण का प्रावधान लागू करने का निर्णय लिया गया है।

सम्प्रति सभी विभागों में आउट सोर्सिंग के तहत कर्मी कार्यरत हैं, जिनके संदर्भ में आरक्षण विषयक कोई लेखा-जोखा नहीं है, इसलिए सामान्य प्रशासन विभाग, बिहार, पटना के स्तर पर आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण के संबंध में आँकड़े संधारित करने का निर्णय लिया गया है।

अतः अनुरोध है कि अपने-अपने विभागों/कार्यालयों में कार्यरत यथा भविष्य में आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली आरक्षण कोटिवार कर्मियों के संदर्भ में सूचना सामान्य प्रशासन विभाग, बिहार, पटना को उपलब्ध कराने की कृपा की जाय। साथ ही आउट सोर्सिंग के तहत कर्मियों को प्राप्त करते समय इस आशय का प्रमाण-पत्र देना सुनिश्चित किया जाय कि इसमें आरक्षण के प्रावधानों का पालन किया गया है।

अनु:- यथोक्त।

विश्वासभाजन,



(शिवमहादेव प्रसाद)

सरकार के अवर सचिव।