



## MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

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

Fax: 0191-2674114; Telephone: 2674244; e-mail: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com)

**Kashmir Office:** Block 'A', Ground Floor, Old Secretariat, Srinagar Pin: 190001

Fax: 0194-2470486; 2477309; Telephone: 2477337; e-mail: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com)

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

### **Notice inviting online bid(s) for finalization of Rate Contract for hiring of vehicles, on Monthly and Daily basis, for supervision & monitoring visits of the Officer(s)/ Official(s)/ Other Visiting Team(s) of/ from State Health Society, National Health Mission, J&K, in Jammu/ Kashmir Division(s)**

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, online bids are invited for finalization of Rate Contract for hiring of vehicles, on Monthly and Daily basis, for supervision & monitoring visits of the Officer(s)/ Official(s)/ Other Visiting Team(s) of/ from State Health Society, NHM, J&K, in Jammu/ Kashmir Division(s), as per detailed specifications and terms & conditions mentioned in the tender document (SBD):

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	22/03/2021 at 1830 Hrs
2	Start Date of Downloading RFP from Website	22/03/2021 at 1830 Hrs
3	Websites for Downloading RFP	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> , <a href="http://www.jknhm.com">www.jknhm.com</a>
4	Last Date of Downloading RFP from Website	30/03/2021 upto 1400 Hrs
5	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
6	Start Date for Submission of Online Bids	22/03/2021 from 1830 Hrs
7	Last Date for Submission of Online Bids	30/03/2021 upto 1600 Hrs
8	Date of Opening of Technical Bids	31/03/2021 at 1100 Hrs
9	Date of Opening of Financial Bids	31/03/2021 at 1500 Hrs

**In view of prevailing situation, any Pre-Bid Meeting has Not been scheduled. Intended bidder(s), desirous to seek any clarification(s), may submit their query(ies) through e-mail at: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com), by or before 26/03/2021 (upto 1400 Hrs).**

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

No: SHS/NHM/J&K/Estt./4656-60

Dated: 22/03/2021



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

**Name of the Group/ Item:**

Hiring of Vehicles for Supervision & Monitoring Visits of the Officers/ Officials/ Other Visiting Team(s) of State Health Society, National Health Mission, J&K at its Office in Kashmir Division

## **NOTICE INVITING BIDS**

---

### **E-TENDER NOTICE 09(B) OF 2020**

---

**e-TENDER NOTICE 09(B) OF 2020**

**Notice inviting Online Bid(s) for Finalization of Rate Contract for Hiring of Vehicles, on Monthly and/ or Daily basis, for Supervision & Monitoring Visits of the Officer(s)/ Official(s)/ Other Visiting Team(s) of/ from State Health Society, National Health Mission, J&K at its Office in Kashmir Division**

For and on behalf of Hon'ble Lt. Governor of Jammu & Kashmir, online bid(s) are invited from the firms/ vendors for finalization of Rate Contract for hiring of vehicles, on monthly and/ or daily basis, for supervision & monitoring visits of the Officer(s)/ Official(s)/ other visiting team(s) of/ from State Health Society, NHM, J&K at its office in Kashmir Division, as per detailed Scope of Work and Terms & Conditions mentioned in this Standard Bid Document (SBD):

S. No.	Description	Cost of Tender Fee	Earnest Money
01	Hiring of vehicles, on monthly and/ or daily basis, for supervision & monitoring visits of the Officers/ Officials of State Health Society, NHM, J&K at its Office in Kashmir Division	✓ Rs.2,000/- (Rupees Two Thousand only). ✓ Bidder(s) who have already deposited Tender fees in response to earlier NIT No(s): 02(C)/ 02(D)/ 04(C)/ 04(D)/ 06(B), need not to submit any Tender Fees. However, they have to upload copy of the Tender Fees deposited in response to said NIT(s)	✓ Rs.50,000.00 (Rupees Fifty Thousand only)

1. Detailed tender document, alongwith terms & conditions, can be downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) or [www.jknhm.com](http://www.jknhm.com) from **22.03.2021 (1830 Hrs onwards)**.
2. Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website [www.jktenders.gov.in](http://www.jktenders.gov.in) from **22.03.2021 (1800 Hrs) upto 30.03.2021 (1600 Hrs) only**.
3. Technical bids will be opened on **31.03.2021 (1100 Hrs)** in the Conference Hall of State Health Society, NHM, J&K. In case of holiday(s) on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
4. Financial bids will be opened on **31.03.2021 (1500 Hrs)** in the Conference Hall of State Health Society, NHM, J&K. In case of holiday(s) on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
5. Successful bidder shall have to deposit original copy(ies) of the EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s).
6. Subject to the requirement mentioned at S. No. (5), complete bidding process will be on-line and bidder(s) are not required to submit bid(s), technical as well as financial, in physical form.
7. Any Pre-Bid Meeting has Not been scheduled.
8. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Proprietor/ Partner/ Managing Director/ Chairman/ President of the bidding entity or its duly authorized signatory\*.

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

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

**No: SHS/NHM/J&K/Estt./4656-60**

**Dated: 22/03/2021**

**Schedule of Critical Dates to be observed with respect to Notice inviting Online Bid(s) for finalization of Rate Contract for Hiring of Vehicles, on Monthly and/ or Daily basis, for Supervision & Monitoring Visits of the Officer(s)/ Official(s)/ Other Visiting Team(s) of/ from State Health Society, National Health Mission, J&K at its Office in Kashmir Division**

<b>S. No.</b>	<b>Particulars</b>	<b>Date/ Time</b>
1	Date of Publishing RFP	22/03/2021 at 1830 Hrs
2	Start Date of Downloading RFP from Website	22/03/2021 from 1830 Hrs
3	Websites for Downloading RFP	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> , <a href="http://www.jknhm.com">www.jknhm.com</a>
4	Last Date of Downloading RFP from Website	30/03/2021 upto 1400 Hrs
5	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
6	Start Date for Submission of Online Bids	22/03/2021 from 1830 Hrs
7	Last Date for Submission of Online Bids	30/03/2021 upto 1600 Hrs
8	Date of Opening of Technical Bids	31/03/2021 at 1100 Hrs
9	Date of Opening of Financial Bids	31/03/2021 at 1500 Hrs
10	Place of Opening of Bids	State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
11	Tender Fee (including Cost of Tender and Processing Fee) (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAOLUXURY; MICR Code: 180051023)	Rs.2,000/- (Rupees Two Thousand only)
12	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K). Registered MSMEs, for Similar Services, are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar certificate needs to be uploaded.	Rs.50,000/- (Rupees Fifty Thousand only).

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

## **Instructions to bidders regarding e-tendering process:**

1. The interested bidder can download the notice inviting EoI/ bidding document from the website <http://jktenders.gov.in>.
2. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. The bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No proposal will be accepted in physical form.
4. Bids will be opened online as per time schedule mentioned in the notice inviting EoI.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
6. The State Health Society, J&K will not be responsible for delay in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled and submitted online.
8. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered Post as per the time schedule specified.
9. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
10. Bidders can contact the FA&CAO, SHS, NHM, J&K for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
11. Bidders are advised to use “My Documents” area in their user on <http://jktenders.gov.in> e-tendering portal to store important documents like GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
12. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
13. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.

## Terms and Conditions:

1. **Detailed Scope of Work:** Successful bidder(s), having Office in J&K, preferably in Jammu, shall have to provide different types of commercial vehicles, alongwith Driver and PoL, as per scope of work stated herein-below:
  - a) Different types of vehicles will be required for supervision & monitoring and official visits of the Officers/ Officials/ other Team(s) of/ from State Health Society, National Health Mission, J&K at its office in Kashmir Division on following basis -
    - i) Monthly basis;
    - ii) Daily basis – ‘On Call’ as and when required;
    - iii) In case, any category(ies) of vehicle(s) are required to be engaged for part of month, exceeding three (3) days, hiring of such vehicle(s) shall be on ‘Pro-Rata basis’ calculated on Monthly basis;
  - b) The successful bidders are required to supply the vehicles in good conditions, Driver should have valid driving license and the vehicle shall have third party insurance as per Motor Vehicles Act.
  - c) The Vehicle deployed to the State Health Society, shall carry the copy of the insurance and other documents that are mandated as per the Motor Vehicles Act.
  - d) As stated in Passenger Fare Revision (2018) issued by the Transport Commissioner & Chairman, State Transport Authority, J&K vide notification No.: 02P-MVD of 2018 dated: 16.08.2018 –
    - i) Indicative daily duty hours shall be 11 Hours, with 2 Hours break, subject to maximum of 110 Kms; and
    - ii) Accordingly, indicative monthly mileage, calculated for 26 working days, will be 2860 Kms per month per Vehicle;
  - e) Vehicle(s) should run on Diesel/ Petrol and be fitted with AC/ Heater to cater to the need of Summer and Winter season(s);
  - f) Rates are to be quoted on per Month and per Day basis for the categories of vehicles as per annexure ‘A’;
  - g) Intended bidder(s) shall have to quote the rate(s) for all the three category(ies) of vehicle(s) mentioned in annexure ‘A’, failing which its bid(s) shall be treated as ‘Non-Responsive’ and rejected summarily;
  - h) Intended bidder(s) shall have to quote rate(s) for providing requisite category(ies) of vehicle(s) on Monthly as well as Daily basis, failing which its bid(s) are liable to be treated as ‘Non-Responsive’ and rejected summarily;
  - i) Intended bidder(s) are at liberty to quote the rate(s), i.e., Monthly as well as Daily, basis for –
    - i) either of the Division(s) viz., Jammu/ Kashmir; or
    - ii) both the Division(s) i.e., Jammu & Kashmir.
  - j) Intended bidder(s), desirous to provide vehicle(s) in both the Division(s), shall have to upload separate bid(s) for each of the Division(s), as per the e-NIT(s) issued by this office. The same shall apply even if similar rate(s) will be offered for both the Division(s).
2. **Bid Preparation and Uploading:** Online bids shall have to be submitted under **Two Cover System:**

### A. Cover 1<sup>st</sup> - Technical Cover:

1. Scanned copy of Tender Fees. However, bidder(s) who have already deposited Tender fees in response to earlier NIT No(s): 02(C)/ 02(D)/ 04(C)/ 04(D/

06(B), need not to submit any Tender Fees. However, they have to upload copy of the Tender Fees deposited in response to said NIT(s);

2. Scanned copy of EMD;

**CDR/ FDR Format:**

*Received from M/s ..... (Name of Bidder) pledged to the FA/ CAO, NHM, J&K.*

3. Scanned Copy of an affidavit on Rs.100/- Stamp Paper, duly Notarized, and stating that: -

a. The vendor/ firm has not been blacklisted in the past by any Govt./ Private institution of the Country and there is no vigilance/ any other investigating agency, case pending against the firm/ supplier.

b. If anything found wrong at any stage, I/ we shall be responsible and deem to any legal action against me.

4. Bidder's details as per annexure 'B'. In case, bidding entity is registered as Partnership Firm/ Hindu Undivided Family (HUF)/ Company/ Association of Persons/ Society/ Trust/ Union, etc., **Authority Letter in favour of Authorized Signatory**, signed by all the Partners/ Members/ Board of Directors, to submit bid(s) in response to this NIT and to make any correspondence in this regard with this office;

5. Scanned copies of following documents, which should be in-force at the time of uploading of bid(s), duly self-attested by the Authorized Signatory, alongwith seal:

i) Registration Certificate issued by the Department of Tourism/ Transport, Govt. of J&K;

ii) Details of **all the Vehicles available with bidder(s), as on date of bidding, for intended services**. It shall include details of all the vehicles including those **owned for the purpose** as well as those **associated under some arrangement(s) inter-alia Hired/ Leased/ Joint-Venture/ any other** for the purpose, strictly as per annexure 'C', alongwith following(s) document(s) –

a) Registration Certificate(s) of all the vehicle(s) available with the bidder(s) for intended services, including detail of those vehicle(s) which are already engaged with various Govt./ Semi-Govt. Deptts./ PSUs/ other Organizations/ Institutions;

b) Copy(ies) of partnership deed/ any other agreement/ MoU with the registered owner(s) of vehicle(s) which are claimed to be associated with the bidder(s);

c) Copy(ies) of any other documents are **NOT** required to be uploaded.

iii) GST Registration Certificate alongwith latest GST Return 3B for the Month/ Quarter of Feb. 2021/ Dec. 2020, as applicable;

iv) PAN Card of Proprietor/ Partnership Firm/ HUF/ Association of Persons/ Company/ Society/ Trust/ Union;

v) ITR(s) for preceding three financial year(s) – 2017-18 (A.Y. – 2018-19), 2018-19 (A.Y. – 2019-20) and 2019-20 (A.Y. – 2020-21);

vi) Registration Certificate in respect of Micro and Small Enterprises (MSEs), as defined in MSE Procurement Policy issued by Deptt. of Micro, Small and Medium Enterprise (MSME), if applicable. However, relaxation to MSME registered bidder shall be subject to furnishing of relevant valid certificate for similar services. Any intended bidder(s), who claims to be registered



under MSME with respect to services other than the instant services, will not be entitled for any exemption applicable for MSME; and  
vii) Checklist as per annexure 'D'.

***Note: All the above-mentioned documents are for establishing the eligibility of participating bidder(s). For the purpose of evaluation of the technical proposals, the Procurement Committee may seek clarifications, including historical documents, if any. In such case, the NHM will make a written request to the bidders to submit such information. Any such additional clarifications, documents shall be sought before the opening of the price bids.***

**B. Cover 2<sup>nd</sup> - Financial Cover:**

1. **Rates quoted should be strictly in accordance with the BoQ inclusive of GST/ other taxes and charges;**
2. Rates are to be quoted on per Month per Vehicle, and per Day per Vehicle, basis for the category(ies) of vehicle(s) as per annexure 'A'. No. of vehicle(s) to be engaged will be communicated subsequently;
3. **Rates will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of driver, payment of insurance, road tax, etc. required for operation of vehicle(s) in J&K;**
4. Rates are to be quoted for all the three category(ies) of vehicle(s) mentioned in annexure 'A', failing which, bid(s) shall be treated as 'Non-Responsive' and rejected summararily;
5. In view of the options available with service providers to pay GST @ 5% with Limited ITC (of Input Services in the same line of business), or @ 12% with full ITC, all the intended bidder(s) are required to mention GST separately, failing which, such bid(s) shall be treated as 'Non-Responsive' and rejected summararily;
6. Rates are to be quoted in Indian Rupee (INR) only.

**C. Preparation and Submission of Bid(s):**

- a. Bidder(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions set forth in the SBD. Bid(s) should be uploaded positively by or before the due date in the manner and form as detailed in this SBD. Bids submitted in any other manner will not be accepted;
- b. All the documents should be duly signed by authorized signatory alongwith date and seal of the bidding entity;
- c. All the documents should be valid at the time of uploading of bid;
- d. Pages of the bid shall be clearly numbered, indexed and stamped with the office seal of bidder(s);
- e. **Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., [www.jktenders.gov.in](http://www.jktenders.gov.in). Bidders have to upload the bids, both technical/ financial, on the said portal. Moreover, bidders are not required to submit technical/ financial bid(s) in physical form;**
- f. Successful bidder shall have to deposit original copy(ies) of the EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s), at the time of execution of agreement with the State Health Society, NHM, J&K;



- g. Bidder(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at bidders' own risk and make the bid(s) non-responsive;
- h. Bidder(s) shall provide all the information sought under this SBD. Tendering Committee will evaluate only those bid(s) which are complete in all respects. Incomplete and/ or conditional bids may be liable for rejection outrightly;
- i. No conditional tender shall be accepted; and
- j. **In view of prevailing situation, any Pre-Bid Meeting has Not been scheduled. Intended bidder(s), desirous to seek any clarification(s), may submit their query(ies) through e-mail at: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com), by or before 26/03/2021 (upto 1400 Hrs).**

**D. Amendments/ Modifications in SBD and Extension of Last Date for Submission of Bid(s):**

- a. Bidder(s)/ its authorized representative(s) may point out to the Tender Inviting Authority regarding embitterment, if any, alongwith reasons/ justifications, in writing, before last date for uploading of bid(s). Thereafter, bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on any ground;
- b. Necessary changes in bid conditions, if deemed appropriate by the Tendering Committee, may be made after approval from the Competent Authority;
- c. All Corrigendum/addendum, if any issued, shall be the integral part of terms & conditions of SBD and will be published on the website(s): [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com);
- d. All the intended bidder(s) are advised to submit bid(s) as per the terms & conditions of original SBD read with the clarifications/ modifications/ amendments issued, if any;
- e. If deemed appropriate, Tender Inviting Authority may, at its sole discretion, but not under any obligation to do so, extend the last date for submission of online bid(s) by issuing appropriate corrigendum which will be published on the website(s) – [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com);
- f. All the intended bidder(s) are advised to remain updated through above-mentioned website(s). State Health Society, National Health Mission, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of intended bidder(s) to keep themselves updated through these website(s).

**E. Bid Validity Period and Extension thereof:**

- a. Bid(s) submitted by bidder(s) shall remain valid for a period of **Ninety (90) days** from the last date for submission of online bid(s);
- b. In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request the bidder(s) to extend the period of validity for a specified additional period, **not exceeding 90 (Ninety) days** from the expiry of original bid validity date. All the communication(s) in this regard, including request of Tender Inviting Authority and the bidder's response shall be in writing;
- c. In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such bidder(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected;

d. Bid validity period of the approved bidder shall be automatically extended till the date on which the agreement is signed.

**F. Modification/ Substitution/ Withdrawal of Bid(s):** Bid(s) once uploaded, are not allowed to be modified, substituted or withdrawn by bidder. Therefore, it is emphasized upon all the intended bidder(s) that all terms & conditions of the SBD should be carefully studied for successful submission of complete and comprehensive bid. Failing to comply with any of the terms & conditions will only lead to rejection of bid, even if it is the most competitive offer.

**G. Acknowledgement by Bidder:** It shall be deemed that by submitting bid, bidder has:

- a. made a complete and careful examination of the SBD;
- b. received all relevant information requested from the Authority;
- c. satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Project in accordance with the bidding document and performance of all of its obligations there under;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
- e. acknowledged that it does not have a Conflict of Interest;
- f. agreed to be bound by the undertakings provided by it under and in terms thereof; and
- g. The Tender Inviting Authority, or any of the Officer/ Official of NHM, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to the NIT or the bidding process, including any error or mistake therein or in any information or data given in the SBD;
- h. It shall be deemed that by submitting the bid, bidder agrees and releases the Mission Director, NHM, J&K and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

**3. Earnest Money Deposit (EMD):**

- a) Bid(s) shall have to be accompanied with an Earnest Money Deposit of Rs.50,000.00 (Rupees Fifty Thousand only), without which bid(s) will not be considered as valid. However, to quote rate(s) for both the Division(s), bidder(s) shall have to submit two (2) separate EMD(s);
- b) In case the bidder is registered under MSME, for similar services, no need to submit the EMD. In such case, copy of the MSME registration certificate must be submitted as part of Technical Bid (Cover -1);
- c) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K;

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

#### 4. **Opening and Evaluation of Bid(s):**

- a. Technical bids will be opened in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu on **31<sup>st</sup> March 2021 at 1100 Hrs;**
- b. Financial (Price) bid of bidder(s), who will qualify in Technical Evaluation, will be opened on **31<sup>st</sup> March 2021 at 1500 Hrs;**
- c. In case, after opening of financial bid(s), it will be observed by the Committee that the bidder(s) have made any mistake(s)/ error(s) in quoting the rate(s), which in the opinion of Committee are without any application of mind, thereby jeopardizing

finalization of this bidding process, **penalty of Rs.5,000/- (Rupees Five Thousand only)** will be levied on such defaulting bidder(s) which shall have to be deposited in the manner to be decided by the Tender Inviting Authority subsequently. EMD of any such defaulting bidder(s) will be refunded only after receipt of proof of deposit of such penalty;

- d. Every endeavour shall be made to finalize the successful bidder on **Least Cost (L-1) basis**;
- e. State Health Society, NHM, J&K reserves the right to reject the financial bids which are found to be Abnormally Low or Abnormally High after taking into consideration various factors like previous rates, “Passenger Fare Revision (2018)” issued by the Transport Commissioner & Chairman, State Transport Authority, J&K, vide notification No.: 02P-MVD of 2018 dated: 16.08.2018, present market rates and other related factors assessed through survey, etc. by the committee constituted for the purpose. State Health Society will forfeit EMD of such bidders and will also take appropriate necessary action against such bidders;
- f. To facilitate smooth and effective evaluation of bids, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarifications in writing from any bidder regarding its bid. Notwithstanding anything contained in the SBD, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the bid(s). At any point in time during the bidding process, if required by the Authority, it is the bidders’ responsibility to provide required evidence with respect to its eligibility as per the terms of SBD, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the bid;
- g. Bids shall be deemed to be under consideration immediately after they are opened and remain so till official intimation of award/ rejection to the bidders. While bids are under consideration, bidders, its authorized representatives or other interested parties are advised to refrain, save and except as required under SBD, from contacting by any means, any Officer/ Official of NHM, J&K on matters related to the bid under consideration;
- h. Intended bidder(s)/ its authorized representative(s) should point out to the MD NHM regarding embitterment, if any, before the last date & time for submission of online bids. Thereafter, the bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on one ground or the other.

**5. Issuance and Acceptance of Letter of Intent (LoI) and Execution of Agreement:**

- a. After finalization of bid(s) and subsequent approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful bidder;
- b. Within three (3) days, but in any case not later than one week, from the date of issuance of LoI, successful bidder shall have to submit original copy of acceptance of the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an agreement in this regard with NHM, J&K. Stamp duty, if any, payable on the agreement shall be borne by the successful bidder;
- c. Successful bidder shall be party to the Agreement as a ‘Confirming Party’. Successful bidder shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained;

- d. Successful bidder shall be party to the Agreement as a 'Confirming Party'. Successful bidder shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained;
- e. Successful bidder shall also execute such further documents and deeds as may be required;
- f. In case, agreement is not executed within 10 (ten) days of acceptance of LoI, the Tender Inviting Authority reserves the right to terminate the bidding process and may invite fresh bids for the Project. In such a case, EMD submitted by the successful bidder shall be forfeited;
- g. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2<sup>nd</sup> lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful bidder within the stipulated time period, shall be recovered out of its EMD. Even if the 2<sup>nd</sup> lowest bidder agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of 1<sup>st</sup> lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

**6. Performance Security Deposit:**

- a. In reference to Office Memorandum No.: F.9/4/2020-PPD dated: 12th Nov. 2020, issued by the Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India, successful bidder, for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Security Guarantee (PSG) @ **3% of the value of the Contract for each of the Division(s)** in favour of FA & CAO, NHM, J&K within one week from the date of agreement/ issuance of order for provision of vehicles, as deemed appropriate by the Competent Authority;
- b. PSG shall be in the form of CDR/ FDR issued by any Scheduled/ Nationalized Bank;
- c. PSG shall remain in force till six (6) months after completion of the Contract period as defined in the agreement to be executed in this behalf;
- d. EMD of successful bidder shall be adjusted towards PSG;
- e. PSG shall be refunded after satisfactory completion of contract and after satisfying that there are no dues outstanding against the successful bidder;
- f. It is to be noted that previous EMD/ Security Deposit, on account any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this NIT and therefore fresh security deposit is to be furnished;
- g. State Health Society, NHM, J&K will not pay any interest on PSG/ EMD;
- h. PSG may be forfeited, wholly or partially, in case the successful bidder -
  - a. fails to provide the services as per the Rate Contract/ Agreement; or
  - b. violates any terms & conditions of the NIT/ agreement;
- i. In case the Tender Inviting Authority decides to terminate the Contract at any stage, it will promptly release PSG after satisfying that there are no dues outstanding against the successful bidder.

7. **Validity of Rates:** The Rate Contract coming into force a result of this NIT shall remain valid for a period of **twelve (12) months** from the date of issuance of rate contract and will be further extendable for a period of 90 days or till such time the new rate contract comes into force, whichever is earlier.

## 8. **Terms of Payment:**

- a) Successful bidder shall submit invoice(s), in **triplicate**, in the office(s) of State Health Society, National Health Mission, J&K at **Old Secretariat (Srinagar)**, duly accompanied by log-book verified by the by the concerned Officer/ Official;
- b) All the invoices shall be supported with a Trip Sheet or a log book, duly signed by the concerned Officer. The Trip sheet shall have the opening and closing odometer reading, total no of kilometers run, location visited, start time and close time and the signature of the user and a top sheet with the summary of the vehicle wise trip wise details;
- c) Payment shall be made by the State Health Society, NHM, J&K on monthly basis;
- d) No advance payments shall be made to the successful bidder;
- e) Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the firm;
- f) In case of any mis-utilization of vehicle(s) coming into notice of this office, appropriate necessary action would be initiated/ recommended including levy of penalty, withholding of payments, cancellation of rate contract, forfeiture of EMD and other necessary action, as deemed fit by this office;
- g) Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the Rate Contract coming into force as a result of this tender;
- h) Toll Charges, Parking Fees and Entry Tax(s), if any, shall be reimbursed by State Health Society, NHM, J&K, as per actual, after production of original toll receipt(s) parking slip(s), etc.

## 9. **Responsibilities of Successful Bidder (hereinafter referred to as ‘Service Provider’):**

- a) Service Provider has to execute an agreement with the State Health Society, as per Clause (5), that he will abide by the terms and conditions of the NIT, including all the terms & conditions, laid down by the State Health Society. Service provider shall have to execute an agreement in this behalf, on NON-JUDICIAL Stamp Paper of Rs.100/-, with the concerned authorities before allotment of contract. Cost of stamp duty shall be borne by Service Provider;
- b) Service Provider shall have to submit requisite Performance Security Guarantee (PSG) of Rs.2,50,000/-, as per clause (6), within the stipulated time;
- c) To ensure passenger safety during the performance of service(s) including provision of emergency medical kit and fire extinguisher in the vehicle(s);
- d) To ensure regular monitoring of vehicles and submit the report/ log-book of the same on regular basis to the State Health Society;
- e) Vehicles will remain at the exclusive disposal of State Health Society and cannot be used by the Service Provider for any other purpose during the period of Rate Contract, except with the prior permission to be obtained from State Health Society, in writing, failing which State Health Society reserves the right to terminate the contract of Service Provider and forfeiture of EMD/ any other payment due to Service Provider;
- f) To ensure that the vehicles deployed should not be involved in any unlawful activities, prior to and during the course of the Rate Contract, which could malign the image of the Programme/ NHM. In case, at any point of time, it comes to the notice that the vehicles associated with the Programme/ NHM are involved in any unlawful activities, State Health Society reserves the right to terminate all the contracts of Service Provider with immediate effect alongwith forfeiture of EMD/ any other payment due and also recommend/ initiate necessary action against the defaulting

- Service Provider including black-listing/ debarring of such Service Provider and other legal actions as per the law in force;
- g) To ensure that vehicles provided should not be older than three to five years failing which State Health Society reserves the right to reject the bid/ contract of the Service Provider;
  - h) To ensure that vehicle deployed shall arrive at designated location on time and with full or sufficient tank of fuel;
  - i) To ensure that the vehicles deployed are maintained well, cleaned thoroughly, both internally & externally, boot kept clear off dust, rubbish, oil and any personal belonging(s) of the driver;
  - j) To ensure regular periodic maintenance of vehicles, including regular pollution and other check-ups of the vehicle alongwith certification, during the period of Rate Contract failing which State Health Society reserves the right to terminate the Contract of Service Provider and forfeiture of EMD/ any other payment due to Service Provider;
  - k) To ensure that all maintenance works related to assigned vehicle shall be carried out in 'Off Duty' hours;
  - l) To provide alternative vehicle in case of breakdown of existing vehicle. Replaced vehicle should be made available within two hours failing which State Health Society/ Mobile Health Team has the right to hire the vehicle from other sources, at the expense of the Service Provider;
  - m) To submit copy(ies) of necessary document(s) of vehicle(s) like Registration Certificate, Full Comprehensive Insurance to cover 3<sup>rd</sup> Party & Occupants, Fitness Certificate, PUC, Permit, etc. of vehicle(s), Driving License of the person(s) engaged alongwith renewals of these documents from time to time in the office of State Health Society, failing which State Health Society reserves the right to withhold the payment due to the Service Provider;
  - n) To ensure that the Driver(s):
    1. Possesses a valid commercial driving license;
    2. Must be provided with a working mobile phone and contact No. be provided to the State Health Society, NHM, J&K. Any change in the contact No. of the Driver(s) of associated vehicle(s), for any reason(s), be immediately conveyed to State Health Society;
    3. Shall be reachable at all times during office hours;
    4. Should be properly dressed in neat and clean attire;
    5. Should maintain polite & courteous behaviour. Following are the indicative instance(s) which shall be construed as 'Misbehavior' and attract penalty(ies), as deemed appropriate, after giving suitable opportunity of being heard to the Service provider. However, repeated instance(s) may result in termination of Service(s)/ Rate Contract:
      - i. Reporting on duty in inebriated state or consumption of alcohol while on duty;
      - ii. Denial of duty during Contract Period or Duty Hours;
      - iii. Use of abusive language;
    6. Should not gossip with the visiting Officer(s)/ Official(s), especially Guest(s); and
    7. Should not use mobile phone(s) during driving. In case of any urgency, driver should park the vehicle with the permission from the user and take the call with minimum duration;
  - o) To ensure that the vehicle(s) and the driver(s) should not be changed frequently. Any such change(s) should be informed to the authority well in advance;



- p) To ensure that the detailed vehicle(s) shall at no point of time carry any person, other than authorized Officer(s)/ Official(s)/ visiting team(s) of/ from the State Health Society, NHM, J&K;
- q) To ensure regular maintenance of log books by the driver(s) of concerned vehicle(s) engaged by it and submission of the same to State Health Society, alongwith bills, after getting it attested from the using Officer(s)/ Official(s);
- r) Service Provider is bound to stick on the rates once quoted by him. In addition, it shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract;
- s) Service Provider is required to furnish a declaration that he shall comply with the guidelines issued by various Departments/ Ministries in this regard especially those issued by the Motor Vehicle Department. Onus of compliance of all the applicable Laws/ Acts/ Rules, including those under Motor Vehicles Act/ Rules, shall rest with the Service Provide only and the State Health Society, NHM, J&K or its Officer(s)/ Official(s), will not be liable in any manner. In case of any loss caused due to violation of these guidelines, State Health Society may recommend/ take necessary action against the defaulting Service Provider including black-listing/ debarring of such Service Provider and other legal actions as per the law in force;
- t) Service Provider shall be responsible for any direct or indirect liability arising on account of any violation of traffic rules including negligent, rash and impetuous driving and/ or infringement of ant other law for the time being in force, either by the driver(s) of vehicle(s) engaged by it or by the Service Provider itself, and any loss caused to the State Health Society shall have to compensated by the Service Provider;
- u) Service Provider shall take Comprehensive Insurance Cover with 3<sup>rd</sup> Party Unlimited Liability risk of the vehicle(s) detailed for the use by the State Health Society, NHM, J&K, which shall not be liable, under any circumstances, for any damage(s) whatsoever to public property and/ or any 3<sup>rd</sup> person due to any accident arising out of and in the course of deployment of any vehicle(s) by the Service Provider;
- v) Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Laws, including but not limited to the Minimum Wages Act, Payment of Wages Act, Provident Fund & Misc. Provisions Act, etc., as applicable from time to time. Manpower engaged by Service Provider, whether as its employees or under any other arrangement made otherwise, shall not be deemed to be employees of State Health Society, NHM, J&K, and hence compliance of applicable laws will be the sole responsibility of the Service Provider;
- w) In case, during the currency of contract period, if any of the vehicle is seized, detained, or requisitioned by the Police / Motor Vehicle Deptt., or any other authority, for whatsoever reasons, it will be at Service Provider's risk and responsibility. Service Provider shall have to arrange for alternative vehicle(s) of similar, or higher category, without any additional charges;
- x) Service Provider shall be responsible for execution of the contract in full and shall not in any case assign or sub-let approved contract or any part thereof to other party. In the event of Service Provider violating the condition, State Health Society shall be at liberty to place the contract elsewhere on the Service Provider's account and at its risk. Service Provider shall be liable for any loss or damage, which the State Health Society may sustain in consequence or arising out of such replacement of the contract. In addition, suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of EMD or even debarring/ black listing of Service Provider;
- y) Service Provider shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to State Health Society and get clarifications before

signing the contract. After signing the documents, no communications regarding change in terms & conditions shall be entertained.

**10. Responsibilities of State Health Society:**

- a) To communicate Tour Programme well in advance to the Service Provider.
- b) To monitor usage of vehicles in accordance with the Tour Plan and consequent reports submitted by the visiting Officer(s)/ Official(s), and also the bills submitted by the Service Provider.
- c) To make optimum use of vehicles for supervision and monitoring of Programme(s)/ Scheme(s) under NHM inter-alia other Programme(s)/ Scheme(s) of Health Department;
- d) After log-book entry(ies) by the Service Provider, visiting officer(s)/ Official(s) shall either accept or reject the same within three (3) days, but in any case not later than seven (7) days, beyond which the log book entry(ies) updated by the Service Provider shall be deemed as 'Accepted';
- e) To ensure timely certification of bills, as per actual usage of vehicle(s), so as to enable Service Provider to claim payment(s) on timely basis;
- f) To release payment in favour of Service Provider, after receipt of all the necessary document(s), including bills & log-book(s), duly certified by the visiting Officer(s)/ Official(s), on timely basis after deduction of statutory dues, as applicable.

**11. Service Level Agreement (SLA) vis-à-vis Penalty(ies) Leviable:** Service Provider shall be required to meet following Service Level Agreement(s), failing which suitable penalty(ies) may be levied after according service provider an opportunity of being heard:

- a) In case of failure to provide vehicle on any particular day/ non-reporting of driver alongwith vehicle, penalty of Rs.1,000/- will be imposed on each occasion;
- b) Vehicles should report at specified reporting time, which shall be at least 30 minutes prior to departure time. In case of any delay in reporting, acceptance of vehicle will be at the discretion of the concerned Officer/ Official and will be subject to following:
  - i) If vehicle is accepted after delay in reporting, penalty of Rs.500/- will be imposed for that day;
  - ii) If vehicle is not accepted, in addition to (i), Service Provider shall pay the hiring charges likely to be incurred by the State Health Society, NHM, J&K in provision of vehicle(s) from 3<sup>rd</sup> Party(ies);
- c) In case of any breakdown, if the vehicle is not replaced within two hours, penalty of Rs.500/- per occasion will be imposed, in addition to the right to hire the vehicle from 3<sup>rd</sup> Party, at the expense of the Service Provider;
- d) In case of any misbehavior by the driver(s), as per Clause 9(m)(5) or any misconduct considered as misbehavior by State Health Society, penalty of Rs.1,000/- will be imposed on each occasion;
- e) In case of exigency, State Health Society reserves the right to call the vehicle before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which penalty of Rs.1,000/- will be imposed on each occasion;
- f) In case, during the currency of Rate Contract any penalty under the Motor Vehicles Act will be imposed on the vehicle(s), as tendered by the Service Provider to State Health Society, NHM J&K, on account of violation of any traffic norms, or otherwise, State Health Society will impose penalty equivalent to three times of the penalty imposed under the Motor Vehicles Act;

- g) Following incident(s) will be considered as 'Breach of Contract' and will result in termination of Contract:
- i. Submission of invalid documents, for e.g., invalid Registration papers of vehicle(s), etc.;
  - ii. Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk;
  - iii. Any tampering with odometer;
  - iv. Any attempt to forge service related documentation;
  - v. Cumulative penalty(ies) amounting to 10% of the Contract Value; and
  - vi. Repeated breach of any SLA(s) beyond three (3) instances and subject to the report of Committee, to be constituted by the Mission Director, NHM, J&K, to examine the matter.

**12. Disqualification of Bidders/ Service Provider:** In following circumstances, State Health Society reserves the right to disqualify any bidder, including the Successful bidder(s):

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

However, said list is indicative and without prejudice to the right of the State Health Society to take appropriate necessary action in any other circumstances not listed above, but warranted such action, after according reasonable opportunity of being heard to the defaulting party.

**13. Cancellation/ Termination of Rate Contract:** State Health Society, NHM, J&K may terminate the Rate Contract, if the successful bidder(s) -

- i. withdraws/ modifies its offer after acceptance;
- ii. fails to execute the agreement within the stipulated time;
- iii. fails to submit Performance Security Guarantee within the stipulated time;
- iv. fails to provide services within one week of signing the agreement;
- v. fails to fulfil any other contractual obligations;

- vi. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT;
- vii. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency;
- viii. upon any enquiry initiated by the Mission Director, NHM, J&K, on receipt of any written complaint, found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.
- a. Cancellation/ Termination of project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard;
- b. In case of cancellation/ termination of Contract, State Health Society, NHM, J&K will have the right to ensure same services from next eligible bidder;
- c. Any loss sustained by State Health Society, NHM, J&K, as a result of re-tendering the contract due to cancellation of Rate Contract of approved service provider, shall be recovered from the defaulting bidder out of its EMD, or any of its pending bill(s), as the case may be. Even if the 2<sup>nd</sup> lowest bidder agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of 1<sup>st</sup> lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law. The same procedure will be adopted in case of 2<sup>nd</sup> lowest on its default and likewise for 3<sup>rd</sup> lowest

#### 14. **Arbitration:**

- a. **Dispute:** Either party, upon receipt of any information, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in connection with the NIT, including its existence or validity or termination (collectively called as “Dispute”), by giving written notice to the other party, which shall contain -
  - i. Description of dispute
  - ii. Ground for such dispute
  - iii. Written material in support of its claim
- b. Other party shall, within thirty (30) days of issuance of dispute notice, furnish:
  - i. Counter claim and defenses, if any, regarding the dispute; and
  - ii. All written material in support of its defenses and counter claim.
- c. **Dispute Resolution by Amicable Settlement:** Within thirty (30) days of issuance of notice by any party, both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty (30) days of receipt of notice referred above, same shall be referred to the Mission Director, NHM, J&K for its reference to arbitration.
- d. **Dispute Resolution by Sole Arbitrator:** In addition to (c ), dispute may also include any dispute arising out of contract with regard to interpretation, meaning and breach of the terms of contract. Upon receipt of information, Mission Director, NHM, J&K will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty (30) days from the date of receipt. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by Mission Director, NHM, J&K to act as Arbitrator.

Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.

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

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

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

**16. Saving Clause:**

- a) In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement;
- b) Failure of either party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:
  - i. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement; and

- ii. Has informed the other party as soon as possible about the occurrence of such an event.

**17. Miscellaneous:**

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

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

**Indicative BoQ with respect to Rates to be quoted for Vehicles on Monthly, and/ or Daily, Basis (including Cost of Driver, PoL and Taxes) in Kashmir Division**

S. No.	Type of Vehicle	Item Code/ Make	Basic Rate (INR)	GST/ Any Other Taxes (INR)	Total Rate (INR)
1.	Base Segment including Swift Dzire/ Hyundai Verna/ Honda Amaze/ Toyota Etios/ TATA Sumo/ TATA Indica/ TATA Winger/ Tempo Traveler, etc.	Item1	<b>Rate per Month (including Cost of Driver &amp; PoL) – To be Quoted in BoQ</b>		
2.	Medium Segment including Tavera/ Scorpio/ Xylo/ Bolero, etc.	Item2	<b>Rate per Month (including Cost of Driver &amp; PoL) – To be Quoted in BoQ</b>		
3.	Premium Segment including Innova Crysta, etc.	Item3	<b>Rate per Month (including Cost of Driver &amp; PoL) – To be Quoted in BoQ</b>		
4.	Base Segment including Swift Dzire/ Hyundai Verna/ Honda Amaze/ Toyota Etios/ TATA Sumo/ TATA Indica/ TATA Winger/ Tempo Traveler, etc. - Charges for 11 Hour, subject to a maximum of 110 Kms	Item4	<b>Rate per Day (including Cost of Driver &amp; PoL) – To be Quoted in BoQ</b>		
5.	Charges beyond 11 Hour or 110 Kms for Item No. (4)	Item5	<b>Rate per Km – To be Quoted in BoQ</b>		
6.	Night Halt Charges for Item No. (4)	Item6	<b>Rate per Night Halt – To be Quoted in BoQ</b>		
7.	Medium Segment including Tavera/ Scorpio/ Xylo/ Bolero, etc. - Charges for 11 Hour, subject to a maximum of 110 Kms	Item7	<b>Rate per Day (including Cost of Driver &amp; PoL) – To be Quoted in BoQ</b>		
8.	Charges beyond 11 Hour or 110 Kms for Item No. (7)	Item8	<b>Rate per Km – To be Quoted in BoQ</b>		
9.	Night Halt Charges for Item No. (7)	Item9	<b>Rate per Night Halt – To be Quoted in BoQ</b>		
10.	Premium Segment including Innova Crysta, etc. - Charges for 11 Hour, subject to a maximum of 110 Kms	Item10	<b>Rate per Day (including Cost of Driver &amp; PoL) – To be Quoted in BoQ</b>		
11.	Charges beyond 11 Hour or 110 Kms for Item No. (10)	Item11	<b>Rate per Km – To be Quoted in BoQ</b>		
12.	Night Halt Charges for Item No. (10)	Item12	<b>Rate per Night Halt – To be Quoted in BoQ</b>		

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



**Particulars of Bidder**

(to be typed on the Letter-head)

<b>S. No.</b>	<b>Particulars</b>	<b>To be filled in by the Bidder</b>
(1.)	Trade Name of Bidding Entity	
(a)	Nature of Bidding Entity (Sole Proprietorship/ Partnership Firm/ HUF/ Company/ Society/ Trust/ Union, etc.)	
(b)	Date of Establishment/ Incorporation of Bidding Entity	
(c)	PAN	
(d)	GST No.	
(e)	Registration No. issued by the Deptt. of Tourism/ Transport, J&K	
(f)	MSME Registration No.	
(2)	Office Address	
(3)	Telephone No.	
(4)	Mobile No.	
(5)	FAX No.	
(6)	e-Mail ID	
(7)	Name of Authorized Person	
(a)	PAN	
(b)	Mobile No.	
(c)	e-Mail ID	
(8)	Total No. of vehicles, including those owned by the bidder itself, as well as associated with it under some arrangement, used for the purposes of intended services	

<b>S. No.</b>	<b>Particulars</b>	<b>To be filled in by the Bidder</b>
(a)	Total No. of vehicles owned by the bidder and used for the purposes of intended services	
(b)	Total No. of vehicles associated with the bidder under some arrangement and used for the purposes of intended services	
(9)	Proof of Deposit of Tender Fees	
(a)	Amount	Rs.2,000/- (Rupees Two Thousand only)
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	
(10)	Details of EMD	
(a)	Amount	Rs.50,000.00 (Rupees Fifty Thousand only)
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	

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

***Details of Vehicles, including those Owned by the Bidder itself as well as associated with it under some arrangement***

<b><i>No.</i></b>	<b><i>Vehicle Registration No.</i></b>	<b><i>Make</i></b>	<b><i>Model</i></b>	<b><i>Total Kms. Travelled till the Date of Bidding</i></b>	<b><i>Whether Vehicle is Owned by the Bidder or Associated with it under some Arrangement (Owned/ Associated)</i></b>	<b><i>If Vehicle is Associated with the Bidder, Name of Registered Owner of Vehicle</i></b>	<b><i>Date since Vehicle is Associated with the Bidder (DD/MM/YYYY)</i></b>	<b><i>Documentary Evidence regarding Association between Bidder and Registered Owner(s) of Vehicle(s)</i></b>

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

**Checklist for Bidder(s)**

<b>S. No</b>	<b>Particulars</b>	<b>Page No.</b>
1.	<b>Proof of Deposit of Tender Fee of Rs.2,000/-</b> (to be deposited through online/ RTGS transfer in State Health Society, NHM, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the J&K Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAOLUXURY; MICR Code: 180051023)	
2.	<b>EMD of Rs.50,000/-</b> (in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)	
3.	<b>Affidavit</b> on Rs.100/- stamp paper duly Notarized	
4.	Bidder's Detail as per annexure 'B'	
5.	Authority letter in favour of authorized signatory, signed by all the Partners/ Members/ Board of Directors, in case bidding entity is registered as Partnership Firm/ HUF/ Company/ Association of Persons/ Society/ Trust/ Union, etc., authorizing the authorized signatory to submit bid(s) in response to this NIT and to make any correspondence in this regard with this office	
6.	Registration Certificate issued by the Department of Tourism/ Transport, Govt. of J&K	
7.	Details of all the Vehicles available with bidder(s), as on date of bidding, for intended services. It shall include details of all the vehicles including those owned for the purpose as well as those associated under some arrangement(s) inter-alia Hired/ Leased/ Joint-Venture/ any other for the purpose, strictly as per annexure 'C'	
8.	Registration Certificate(s) of all the vehicle(s) available with the bidder(s) for intended services, including detail of those vehicle(s) which are already engaged with various Govt./ Semi-Govt. Deptts./ PSUs/ other Organizations/ Institutions, as per annexure 'C'	
9.	Copy(ies) of partnership deed/ any other agreement/ MoU with the registered owner(s) of vehicle(s) which are claimed to be associated with the bidder(s), as per annexure 'C'	
10.	GST Registration Certificate alongwith latest GST Return 3B for the Month/ Quarter of Feb. 2021/ Dec. 2020, as applicable	
11.	PAN Card of Proprietor/ Partnership Firm/ HUF/ Association of Persons/ Company/ Society/ Trust/ Union, etc.	

S. No	Particulars	Page No.
12.	ITR(s) for preceding three financial year(s) – 2017-18 (A.Y. – 2018-19), 2018-19 (A.Y. – 2019-20) and 2019-20 (A.Y. – 2020-21)	
13.	Registration Certificate in respect of Micro and Small Enterprises (MSEs), as defined in MSE Procurement Policy issued by Deptt. of Micro, Small and Medium Enterprise (MSME), if applicable. However, relaxation to MSME registered bidder shall be subject to furnishing of relevant valid certificate for similar services. Any intended bidder(s), who claims to be registered under MSME with respect to services other than the instant services, will not be entitled for any exemption applicable for MSME	

***Important Note(s):***

- i) ***All the above-mentioned documents are for establishing the eligibility of participating bidder(s). For the purpose of evaluation of the technical proposals, the Procurement Committee may seek clarifications, including historical documents, if any. In such case, the NHM will make a written request to the bidders to submit such information. Any such additional clarifications, documents shall be sought before the opening of the price bids.***

Sig. & Seal of the Tenderer  
alongwith Full address