



# MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

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

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

## Abridged Notice Inviting Tenders (NIT) for Finalization of Rate Contract(s) for Hiring of Vehicle(s), on Monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Blocks of all the District(s) in the Union Territory of Jammu & Kashmir

For and on behalf of Hon'ble Lt. Governor of Jammu & Kashmir, online bid(s) are invited from reputed Firms/ Service Providers dealing in line for finalization of Rate Contract for hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Blocks of all the District(s) in the Union Territory of Jammu & Kashmir, as per detailed scope of services and terms & conditions mentioned in Bid Document:

| S. No. | Particulars   | Date/ Time  |
|--------|---|---|
| 1      | Date of Publishing RFP  | 23/11/2022 at 1000 Hrs  |
| 2      | Start Date of Downloading RFP from Website                      | 23/11/2022 from 1000 Hrs  |
| 3      | Websites for Downloading RFP                                    | <a href="https://jktenders.gov.in">https://jktenders.gov.in</a> ,<br><a href="http://www.jknhm.com">www.jknhm.com</a>               |
| 4      | Last Date of Downloading RFP from Website                       | 09/12/2022 upto 1400 Hrs  |
| 5      | Seek Clarification Start Date                                   | 23/11/2022 from 1000 Hrs  |
| 6      | Seek Clarification End Date                                     | 29/11/2022 upto 1600 Hrs  |
| 7      | Pre-Bid Meeting   | 30/11/2022 at 1200 Hrs  |
| 8      | Virtual Link for Pre-Bid Meeting                                | Kindly Refer SBD  |
| 9      | Website for Submission of Bids (Technical as well as Financial) | <a href="https://jktenders.gov.in">https://jktenders.gov.in</a>   |
| 10     | Start Date for Submission of Online Bids                        | 03/12/2022 from 1000 Hrs  |
| 11     | Last Date for Submission of Online Bids                         | 09/12/2022 upto 1600 Hrs  |
| 12     | Date of Opening of Technical Bids                               | 09/12/2022 at 1630 Hrs  |
| 13     | Date of Opening of Financial Bids                               | To be Notified Separately   |
| 14     | Place of Opening of Bids  | State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu - 181221 (J&K) |
| 15     | Tender Processing Fee   | • Rs.2,500/- (Rupees Two Thousand Five Hundred only)  |
| 16     | Earnest Money Deposit   | • Rs.5.00 Lakhs (Rupees Five Lakhs only)  |

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

No: SHS/NHM/J&K/Estt./13540-46

Dated: 22/11/2022



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

**Name of Group/ Item:** Hiring of Vehicle(s) on Monthly Basis for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Block(s) of all the District(s) in Union Territory of Jammu & Kashmir

# NOTICE INVITING BIDS

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**e-TENDER NOTICE 03 OF 2022**

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# e-TENDER NOTICE 03 OF 2022

## Notice Inviting Online Bid(s) for Finalization of Rate Contract(s) for Hiring of Vehicle(s), on Monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Blocks of all the District(s) in the Union Territory of Jammu & Kashmir

For and on behalf of Hon'ble Lt. Governor of Jammu & Kashmir, online bid(s) are invited from reputed Firms/ Service Providers dealing in line for finalization of Rate Contract for hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Blocks of all the District(s) in the Union Territory of Jammu & Kashmir, as per detailed Scope of Services and terms & conditions mentioned in this Standard Bid Document (SBD):

| S. No. | Description  | Cost of Tender Fee  | Earnest Money   |
|--------|--|---|---|
| 01     | Hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under RBSK in Medical Blocks of all the District(s) in the UT of J&K | ✓ Rs.2,500/- (Rupees Two Thousand and Five Hundred only) as Tender Processing Fees. | ✓ Rs.5.00 Lakhs (Rupees Five Lakhs only).<br>✓ Registered MSEs, for Similar Services, are exempted from payment of EMD. |

1. Detailed tender document, alongwith terms & conditions, can be downloaded from the website <https://jktenders.gov.in> or [www.jknhm.com](http://www.jknhm.com) from **23/11/2022 (from 1000 Hrs onward)**.
2. Pre-bid meeting shall be held through virtual mode on **30/11/2022 (at 1200 Hrs)**. Kindly refer Bid Document for details.
3. Bids (both Technical as well as financial bid) shall be submitted in electronic format on website <https://jktenders.gov.in> from **03/12/2022 (1000 Hrs) to 09/12/2022 (1600 Hrs)**.
4. Technical bids will be opened on **09/12/2022 (1630 Hrs)** in the office of State Health Society, NHM, J&K. In case of holiday(s) on the date of opening of bid, these will be opened on next working day at the same time and venue.
5. Financial bids of bidders, qualifying the technical evaluation, shall be opened on later date which will be notified separately.
6. Successful bidder shall have to deposit original copy(ies) of EMD & affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s).
7. 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.
8. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Proprietor/ Partner/ Managing Director/ Chairman of the bidding entity or its duly authorized signatory\*.

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

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

**No: SHS/NHM/J&K/Estt./15540-46**

**Dated: 22/11/2022**

**Section-I: Schedule of Critical Dates to be observed with respect to Notice inviting Online Bid(s) for Finalization of Rate Contract(s) for Hiring of Vehicle(s), on Monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Blocks of all the District(s) in the Union Territory of Jammu & Kashmir:**

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| 13     | Date of Opening of Financial Bids  | To be Notified Separately   |
| 14     | Place of Opening of Bids   | State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)   |
| 15     | Tender Processing Fee<br>(To be deposited through online/ RTGS transfer in State Health Society, NHM, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu & Kashmir Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAoLUXURY)                      | <ul style="list-style-type: none"> <li>Rs.2,500/- (Rupees Two Thousand Five Hundred only)</li> <li>There is No Exemption regarding Tender Processing Fees</li> </ul>  |
| 16     | Earnest Money Deposit<br>(in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, NHM, J&K).<br>Registered MSEs, for Similar Services, are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar certificate needs to be uploaded. | <ul style="list-style-type: none"> <li>Rs.5.00 Lakhs (Rupees Five Lakhs only)</li> <li>Registered MSEs, for Similar Services, are exempted from payment of EMD. To claim exemption as MSE, Udyog Aadhar Certificate needs to be uploaded</li> </ul> |

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

## **Section-II: Instructions to Bidders regarding e-Tendering Process:**

1. Interested bidder(s) can download the Notice inviting Tender/ Standard Bid Document from the website <https://jktenders.gov.in>.
2. To participate in 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 <https://jktenders.gov.in> e-tendering portal to store important documents like GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
12. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
13. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <https://jktenders.gov.in>.

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### Section – III: Scope of Services:

Rashtriya Bal Swasthya Karyakaram (RBSK) is an important initiative aiming at early identification and early intervention for children from birth to 18 years to cover 4 'D's viz. Defects at birth, Deficiencies, Diseases, Development delays including disability. This aim to improve survival outcomes by decreasing morbidity and improving the quality of life of our children. This programme will reach infants born at public health facilities and at home, covering a significant proportion of the annual birth cohort. In addition, children enrolled under Anganwadi centers and Government Schools & Government Aided Schools are being reached systematically through **Mobile Health Teams** under RBSK.

For regular screening of children, each of the four (4) member Mobile Health Team, comprising of Two Doctors, One ANM and One Pharmacist, is required to visit the Schools, Aanganwari/ Community Centres, etc. falling within the jurisdiction of its Medical Block, on 'Daily' basis, as per as per approved micro plans. Regular 'Daily' visits of Mobile Health Teams to different Schools, Aanganwari Centres, etc., entails availability of uninterrupted 'Mobility Support' for these Teams, during entire month(s), to ensure intended objectives of this ambitious Scheme.

In the matter, it is observed that different District(s), and in some cases Block(s), have to follow detailed process, either through GeM or e-Tendering, for selection of suitable Service Provider for provision of vehicles to Mobile Health Teams. However, this 'Decentralized' process usually delays the selection of Service Provider(s) across all the District(s)/ Block(s) taken together, thereby causing delay in ensuring mobility support for Mobile Health Teams. In addition, multiple Rate Contracts, having significant variations in Rates for similar services among different District(s), and sometimes within Block(s), came into vogue.

Accordingly, to ensure timely selection of suitable Service Provider(s) for provision of uninterrupted monthly mobility support to Mobile Health Teams engaged under Rashtriya Bal Swasthya Karyakaram (RBSK) at Medical Blocks in all the District(s), State Health Society, National Health Mission (NHM), Jammu & Kashmir intends to engage technically and financially capable Service Provider(s) for providing requisite No. of vehicles for the Mobile Health Teams through this '**Centralized**' mechanism. In addition to having Service Provider(s) in timely manner, it will not only ensure uniformity of rates across all District(s)/ Block(s), but also be helpful in effective supervision & monitoring of vehicles engaged for provision of mobility support to Mobile Health Teams under RBSK. In addition, it will also be helpful in timely release of payments in favour of approved Service Provider(s).

Accordingly, Service Provider(s), having office in either of the District(s) of J&K, preferably in either of the Capital Cities viz., Jammu or Srinagar, shall have to provide requisite No. of vehicle(s) **on 'Monthly' basis**, alongwith Driver and Fuel, as per the **detailed Scope of Services, which shall include, but not limited to the following(s):**

1. There are two (2) Mobile Health Team(s) under RBSK in each of the Medical Block(s) across all the District(s) in J&K. In addition, there are Two (2) Mobile Health Team(s) in Jammu – Urban. One (1) Vehicle per Mobile Health Team(s) is required. **Accordingly, 216 Vehicle(s) will be required, as summarized herein-below:**

| S. No. | Division/ District(s) | Total No. of Medical Block(s) | Total No. of Vehicles Required |
|--------|-----------------------|-------------------------------|--------------------------------|
| A.     | <b>Jammu Division</b> |                               |                                |
| 1.     | Doda                  | 5                             | 10                             |
| 2.     | Jammu                 | 9                             | 18                             |

| <b>S. No.</b>                             | <b>Division/ District(s)</b>                  | <b>Total No. of Medical Block(s)</b> | <b>Total No. of Vehicles Required</b> |
|---|---|--------------------------------------|---------------------------------------|
| 3.  | Kathua  | 5                                    | 10                                    |
| 4.  | Kishtwar                                      | 4                                    | 8                                     |
| 5.  | Poonch  | 3                                    | 6                                     |
| 6.  | Rajouri                                       | 6                                    | 12                                    |
| 7.  | Ramban  | 4                                    | 8                                     |
| 8.  | Reasi   | 4                                    | 8                                     |
| 9.  | Samba   | 3                                    | 6                                     |
| 10.                                       | Udhampur                                      | 6                                    | 12                                    |
| 11.                                       | Total – Jammu Rural (a)                       | 49                                   | 98                                    |
| 12.                                       | No. of Mobile Health Teams in Jammu Urban (b) | 2                                    | 2                                     |
| <b>Total – Jammu Division (A) [= a+b]</b> |   | <b>51</b>                            | <b>100</b>                            |
| <b>B.</b>                                 | <b>Kashmir Division</b>                       |                                      |                                       |
| 1.  | Anantnag                                      | 7                                    | 14                                    |
| 2.  | Bandipora                                     | 3                                    | 6                                     |
| 3.  | Baramulla                                     | 10                                   | 20                                    |
| 4.  | Budgam  | 10                                   | 20                                    |
| 5.  | Ganderbal                                     | 3                                    | 6                                     |
| 6.  | Kulgam  | 5                                    | 10                                    |
| 7.  | Kupwara                                       | 10                                   | 20                                    |
| 8.  | Pulwama                                       | 3                                    | 6                                     |
| 9.  | Shopian                                       | 2                                    | 4                                     |
| 10.                                       | Srinagar                                      | 5                                    | 10                                    |
| <b>Total – Kashmir Division (B)</b>       |   | <b>58</b>                            | <b>116</b>                            |
| <b>C.</b>                                 | <b>Grand Total – J&amp;K [= A + B]</b>        | <b>109</b>                           | <b>216</b>                            |

2. Approved Service Provider(s) shall have to provide requisite No. of vehicles in all the Medical Block(s) in respective District(s) of J&K during the Contract Period. District-wise list of Block(s) is given at annexure 'A'.
3. In addition, approved Service Provider(s) shall have to ensure regular running & maintenance of all the vehicles, alongwith timely provision of alternative vehicle(s) in case of non-availability of any of the existing vehicle(s) due to breakdown, vehicle taken off for periodic repair & maintenance, or any other reasons, during the Contract Period.
4. In case of any Increase in No. of Mobile Health Team(s) in the District(s)/ Medical Block(s), approved Service Provider(s) shall also have to provide additional No. of vehicle(s) for such increased No. of Mobile Health Team(s) on similar Rates and Terms & Conditions during the Contract Period.
5. 'Contract Period' shall be One (1) Year, extendable for another two (2) years, from the Date of Acceptance of Letter of Intent (LoI) by the approved Service Provider(s). This extension of Contract Period of Two Years shall be on 'Annual' basis which implies that extension for every subsequent year shall be subject to annual approval of funds for the

purpose by the Ministry of Health & Family Welfare, Govt. of India under NHM in J&K for that year vis-a-vis satisfactory performance of services by approved Service Provider(s) to Mobile Health Team(s) during preceding year(s).

6. *Monthly Rate(s) for hiring of vehicle(s) shall not exceed the maximum ceiling prescribed by the Ministry of Health & Family Welfare, Govt. of India, i.e., **Rs.35,000/- (Rupees Thirty-Five Thousand only) per Vehicle per Month**, inclusive of all Operational Costs, inter-alia monthly/ daily charges attributable towards engagement of qualified Driver, provision of sufficient fuel across all the time, cost of lubricants/ spare parts/ other consumables, Insurance Premium, Road Tax, other Running & Maintenance Charges, Taxes, etc. This rate shall remain 'Fixed' during the entire Contract Period, including extended period, if any.*
7. **In view of the topography of J&K, Vehicles having High Ground Clearance, preferably SUVs/ MUVs like Tata Sumo, Chevrolet Tavera, Mahindra Bolero/ Xylo/ Scorpio, etc., will be required to access remote/ hilly/ tough terrains. In addition, these vehicles shall have sufficient seating capacity to comfortably accommodate the four (4) members Mobile Health Team, and accompanying Driver.**
8. As stated in Passenger Fare Revision (2021), issued by the Transport Commissioner & Chairman, State Transport Authority, J&K vide notification No.: 01P-MVD of 2021 dated: 19/03/2021 –
  - 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**.
  - iii) For removal of doubts, it is clarified that this is purely an indicative maximum usage of vehicle(s) for requisite activity(ies), calculated on the basis of indicative daily duty hours of 11 hours, with 2 hours break, subject to maximum of 110 Kms for 26 working days, as per Passenger Fare Revision (2021) during any particular month and in view of any exigency. **Actual utilization of vehicle(s) shall be as per 'Scope of Services' mentioned in this SBD.**
9. During '**Normal Course of Operation(s)**', vehicle(s) will operate from the concerned Block Headquarter(s) to the Schools and Aanganwari Centers in each Block(s) as per the approved Tour Plan and back to respective Block Headquarter(s)/ other designated location(s).
10. During any **exceptional situation(s) observed during the Contract Period**, for e.g., as observed during exigencies posed by the pandemic of COVID-19, when it will not be possible to use the vehicle(s) for intended activity(ies) under RBSK, concerned District Health Society(ies), in mutual consultation with the approved Service Provider(s) and with explicit approval from the Tender Inviting Authority, may use the vehicle(s) for any other healthcare related activity(ies). **In case any of the approved Service Provider(s), if intends not to put its vehicle(s) for any use towards such activity(ies) during any exceptional circumstances/ situations, may be at liberty to opt out from the same. However, in such case(s), no payment(s) will be made for the month(s) during which vehicle(s) are not put to any use.**



11. Vehicles shall remain at the exclusive disposal of concerned District Health Society(ies)/ Block Medical Officer(s), and cannot be used by the approved Service Provider(s) for any other purpose(s), except those stated by the concerned District Health Society(ies)/ Block Medical Officer(s) with explicit approval of the Tender Inviting Authority, during the Contract Period, failing which Tender Inviting Authority, on the recommendations from concerned District Health Society(ies)/ Block Medical Officer(s), reserves the absolute authority to terminate the Rate Contract of approved Service Provider(s) alongwith forfeiture of Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG)/ pending payment(s) due, if any, to the approved Service Provider(s).
12. Approved Service Provider(s) shall have to provide vehicle(s), in excellent running condition, which shall **Not be Older than Three (3) years, but in any case, not Older than Five (5) years**, failing which vehicle(s) will not be accepted. This will be without any prejudice to other ramification(s) available against such successful Service Provider(s), which include forfeiture of Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG)/ pending payment(s) due, if any, to the approved Service Provider(s) and cancellation of Rate Contract with immediate effect.
13. Vehicle(s) should run on diesel/ petrol and be fitted with AC/ Heater to cater to the need of Summer and Winter season(s).
14. Driver(s) to be engaged shall be having Valid Motor Vehicle Driving License as well as a minimum five years' experience in passenger transportation in J&K. In addition, Driver(s), either convicted by or having any Civil or Criminal cases pending against them in any of the Court(s) in J&K/ other parts of the Country, shall not be engaged.
15. All the vehicle(s) shall have valid 3<sup>rd</sup> Party Insurance, as per the Motor Vehicles Act/ Rules, across all times during the Contract period. In addition, vehicle(s) shall carry Original Insurance Certificate, Pollution Certificate, Fitness Certificate and all other documents mandatorily required under the Motor Vehicles Act/ Rules, across all times during the Contract period.

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## Section – IV: Eligibility Criteria:

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

1. Participant(s) shall be providing 'Similar' services in the form of a **Registered Legal Entity/ Trade Name**, which may include a Sole Proprietorship Firm, a Partnership Firm registered under The Indian Partnership Act 1932, a Company registered under The Companies Act, 1956/ 2013, a Society registered under The Societies Registration Act 1860, a Trust registered under The Indian Trust Act 1882, a Limited Liability Partnership (LLP) registered under the Limited Partnership Act 2008, or an entity established under any other Law applicable in the Country. **However, any Service Provider(s) rendering 'Similar' services without any Registered Trade Name are 'Not Eligible' to participate. Similarly, any Unregistered Body of Individuals is also not eligible to participate.**
2. Participant(s) shall be providing similar services from the past Ten (10) years, but in any case, not less than Seven (7) years.
3. Participant(s) should have provided vehicle(s), equivalent to **at least Ten Percent (10%)** of requisite No. of vehicle(s) under NHM, to any of the Central/ State/ UT Govt. Department(s)/ Public Sector Undertakings(s) during any 'Single' year in preceding five (5) financial year(s).
4. Participant(s) shall be registered with various Govt. Department(s), predominantly including Income Tax Deptt., Commercial Taxes Department, Employees' Provident Fund Organization, wherever applicable, Deptt. of Micro, Small and Medium Enterprise (MSME), and shall possess following documents:
  - a. Permanent Account Number (PAN) issued by the Income Tax Department
  - b. GST Registration No. issued by the Commercial Taxes Department
  - c. EPF & ESIC Registration Nos., if applicable, issued by the Employees' Provident Funds Organization
  - d. UDYAM Certificate, if Registered for 'Similar' Services, issued by the Ministry of Micro, Small, Medium Enterprises.
  - e. In addition, intended participant(s) shall be regularly complying with all the applicable Rules & Regulations under these Statutory Enactments.
5. Intended Participant(s) should have minimum average annual Turnover, from 'Similar' Services, of **Rs.100.00 Lakhs (Rupee One Crore only)** during preceding three financial years, i.e., 2019-20, 2020-21 and 2021-22. **MSE(s)**, registered with the Ministry of Micro, Small, Medium Enterprises, should have minimum average annual Turnover, from 'Similar' Services, of **Rs.50.00 Lakhs (Rupee Fifty Lakhs only)** during preceding three financial years, i.e., 2019-20, 2020-21 and 2021-22.
6. Participant(s) should not have been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country. In addition, there shall be no action or suit or proceeding or investigation

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

7. In view of the volume of this Selection Process, corresponding technical, financial and other managerial capabilities required to render requisite services in all the Medical Block(s) across all the District(s) in J&K, geographic presence required in different parts of J&K especially for timely redressal of grievances, etc., and accordingly to allow equitable opportunity to existing Service Provider(s) of J&K, a **‘Consortium’ of members, duly and specifically constituted for the purpose, is allowed to participate**, subject to fulfillment of following conditionalities:
  - i. There can be a maximum of Six (6) Partner(s) in a formally constituted Consortium, including one Lead Partner and Five (5) other Partner(s).
  - ii. In case, any of the participant(s) not having any Registered Office in the Union Territory of Jammu & Kashmir intends to participate through Consortium, it shall be subject to following additional conditions:
    - a. No. of Consortium Partners in such case shall not be more than three (3), and
    - b. Lead Partner shall be having Registered Office in Jammu & Kashmir
  - iii. **All Consortium Partner(s) must fulfill the ‘Eligibility’ conditions stipulated at Sub-Point(s) – (1) to (6) supra, alongwith the following(s) –**
    - a. **With respect to sub-point (3), term ‘Ten Percent (10%)’ shall be read as ‘Twenty Percent (20%)’ for all the Consortium Partner(s) taken together.**
    - b. **With respect to sub-point (5), term ‘Rs.100.00 Lakhs (Rupee One Crore only)’ shall be read as ‘Rs.150.00 Lakhs (Rupee One Crore and Fifty Lakhs only)’ for all the Consortium Partner(s) taken together.**
  - iv. The Agreement/ Memorandum of Understanding (MoU) between Consortium Partner(s) shall clearly state Lead Member as well as other Partner(s), comprehensively enumerating Roles & Responsibility(ies) of each of the Consortium Partner(s).
  - v. Notwithstanding their mutual agreement/ arrangements, all Consortium Partner(s) will commit to the Scope of Work, Rights & Liabilities and shall be answerable for the performance of obligations under this Bid, and consequent Rate Contract, jointly as well as severally.
  - vi. Any change/ modification in Consortium during the currency of intended contract period is not allowed, except in case of any extreme & unavoidable exigency and only after seeking explicit approval from the Mission Director, NHM, J&K, whose decision in the matter shall be final and binding on all the concerned parties. Any violation of this condition may lead to debarring all the members from participating in all the future procurement processes under NHM in J&K for a period of Ten (10) years. This will be in addition to other courses of action, including forfeiture of EMD/ Performance Guarantee and other payments, etc. available with NHM under this bid document.
8. No participant(s) is allowed to submit more than one bid in any form, i.e., any individual participant (Sole-Proprietor/ Partnership Firm/ Company/ Society/ Trust/ LLP) cannot at the same time also be member of any Consortium submitting Bid in response to this NIT. Likewise, a member of a particular participating consortium cannot be a member of any other participating consortium submitting Bid in response to this NIT.

9. In view of the sensitivity of services, associated governing Statutory Enactments/ allied Rules & Regulations especially The Motor Vehicles Act 1988 read with The Central Motor Vehicle Rules 1989 and The J&K Motor Vehicle Rules 1991, and more significantly, to respond and manage all the grievances arising during the Contract Period on real time basis, approved Service Provider(s) must have office in either of the District(s) of J&K, preferably in either of the Capital Cities viz., Jammu or Srinagar. In case, approved Service Provider(s) is not having Office in J&K, it must have to submit an undertaking, on 'Non-Judicial Stamp Paper' of Rs.100/-, duly attested by 01<sup>st</sup> Class Magistrate, that it will open office in Jammu/ Srinagar within thirty (30) days from the date of Issuance of Letter of Intent (LoI) and which will remain functional throughout the contract Period, including the extended period, if any, failing which bid(s) of such participant(s) are liable to be rejected outrightly. In addition, if any such participant(s) appears to be successful during this selection process, and thereafter fails to comply with this conditionality, all its right as approved Service Provider shall stands terminated with immediate effect and without any further recourse available in favour of such participant(s). Accordingly, thereafter State Health Society, NHM, J&K will be at liberty to approach the next eligible participant(s) for issuance of Letter of Intent for undertaking the contract on L-1 Rates and terms & conditions. In addition, State Health Society, NHM, J&K will debar such defaulting participant(s) from all future procurement process(s) under NHM in J&K for a minimum period of five (5) years.

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## Section – V: General Terms & Conditions:

1. **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 Processing Fees. Bidders who have already submitted Tender Fees in response to this office e-NIT No(s): 02(A) of 2021 and 02(B) of 2021, published vide No.: SHS/NHM/J&K/Estt./704-08 dated: 06/07/2021, need not to submit the same again.
2. Scanned copy of EMD of Rs.5.00 Lakhs (Rupees Five Lakhs only).

#### **CDR/ FDR Format:**

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

3. In reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, MSE(s) registered for 'Similar Services' are exempted from submission of EMD. MSE(s) desirous to claim exemption shall have to establish their eligibility as per Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) read with Notification of the Govt. of India, Ministry of Small-Scale Industries, published in the Gazette of India, Extraordinary, Part II – Section 3 – Sub-Section (ii), vide S.O. 1702(E0) dated: 01<sup>st</sup> June 2020. ***Any intended Service Provider(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.***
4. Scanned Copy of affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **Notary Public** stating that:
  - a. Bidding entity, including its Proprietor/ Partner(s)/ Member(s)/ Director(s), has not been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country.
  - b. There is no action or suit or proceeding or investigation pending against the bidding entity, or its Proprietor/ Partner(s)/ Member(s)/ Director(s), at Law or in equity before any Court or before any other Judicial, Quasi-Judicial or other Investigation/ Regulatory authority, for offences involving moral turpitude in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country, the outcome of which may constitute an event of default or impair implementation of contract in any manner whatsoever.
  - c. If anything is found wrong at any stage, bidding entity, and its authorized representative, shall be responsible and deem to any legal action against it by the State Health Society, upon the recommendations of the concerned District Health Society(ies), in addition to other recourses inter-alia forfeiture of EMD/ Performance Bank Guarantee, recommendation(s) for debarring/ blacklisting, etc.
5. Bidder's details as per annexure 'B'. In case, bidding entity is registered as Partnership Firm/ Hindu Undivided Family (HUF)/ Company/ Limited Liability Partnership/ Society/ Trust/ etc., **Authority Letter in favour of Authorized Signatory**, signed by all the Partners/ Members/ Directors, to submit bid(s) in response to this NIT and to make any correspondence in this regard with this office.

6. 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) 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 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 Oner(s) of vehicle(s) which are claimed to be ‘Associated’ with the bidder(s).
  - c) Copy(ies) of any other documents, including Road Permit, Insurance, Pollution Certificate, etc. are **NOT** required to be uploaded at the time of bidding.
- ii) Detail of vehicle(s) provided to the Central/ State/ UT Govt. Department(s)/ Public Sector Undertakings(s) during preceding five (5) financial year(s), as per annexure ‘D’.
- iii) PAN Card of Proprietor/ Partnership Firm/ HUF/ Association of Persons/ Company/ Society/ Trust/ LLP, etc. as well as Authorized Signatory.
- iv) GST Registration Certificate alongwith latest GST Return 3B for the Month October 2022/ Quarter ended on 30<sup>th</sup> September 2022, as the case may be.
- v) Average Annual Turnover Certificate, issued by the Chartered Accountant alongwith UDIN, with minimum Average Annual Turnover from Similar Services during last three financial years, i.e., 2019-20, 2020-21 and 2021-22, Not less than Rs.1.00 Crore/ Rs.50.00 Lakhs, as the case maybe.
- vi) Balance Sheet(s) for preceding three financial year(s) – 2019-20, 2020-21 and 2021-22.
- vii) ITR(s) for preceding three financial year(s) – 2019-20 (A.Y. – 2020-21), 2020-21 (A.Y. – 2021-22) and 2021-22 (A.Y. – 2022-23).
- viii) 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 Service Provider shall be subject to furnishing of **Relevant Valid Certificate for Similar Services Only**.
- ix) Quality Certificates.
- x) Undertaking, as per annexure ‘E’; and
- xi) Checklist as per annexure ‘F’.

***Note: During evaluation of technical proposals, the Tendering Committee may seek clarifications, including historical documents, if required. In such case, the Committee will make a written request to concerned participant(s) to submit such information/ document(s). Any such clarifications/ additional information/ documents shall be sought before opening of price bids.***

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

1. Rates quoted shall be strictly in accordance with the BoQ inclusive of GST/ other Taxes and applicable charges, if any.

2. Maximum Ceiling prescribed by the Ministry of Health & Family Welfare, Govt. of India per vehicle is Rs.35,000/- (Rupees Thirty-Five Thousand only) per vehicle per month, inclusive of all operational costs and applicable taxes.
3. ***Rates shall be inclusive of all Operational Costs, inter-alia monthly/daily charges attributable towards engagement of qualified Driver, provision of sufficient fuel across all the time, cost of lubricants/ spare parts/ other consumables, Insurance Premium, Road Tax, other Running & Maintenance Charges, etc. as well as GST, as applicable.***
4. In view of 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 summarily.
5. During the currency of Rate Contract, any consequent change(s) in amount of GST, becoming applicable in pursuance to any subsequent upward/ downward revision of GST Rates notified by the Government in future, shall be effective from the Notified Date(s) from when such changes will come into effect.
6. Any charges likely to be incurred by the approved Service Provider(s) on account of Toll Charges, Parking Fees, Entry Tax, or any similar charges, by whatever name called, shall be 'Reimbursed on Actual' basis upon submission of Proof of Payment.
7. Price Escalation or Price Variation shall not be applicable or considered under any circumstances whatsoever, towards the Rate Contract coming into vogue after finalization of this bidding process.
8. Rates are to be quoted in Indian Rupee (INR) only.
9. In case of any '**Abnormally Low Bid(s)**', same shall be dealt with in accordance with the Office Memorandum No.: F.12/17/2019-PPD dated: 06<sup>th</sup> February 2020, issued by the Procurement Policy Division, Deptt. of Expenditure, ministry of Finance, Govt. of India read with Rule 7.5.7 of the Manual for Procurement of Goods, 2022 and Rule 6.8.6 of the Manual for Procurement of Consultancy and Other Services, 2022. *For removal of doubts, an 'Abnormally Low Bid' is one in which the Bid Price, in combination with other elements of bid, appears so low that it raises material concerns as to the capability of bidder to perform the Contract at offered Price.*
10. 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 (2021), present Market Rates and other related factors assessed through Market Survey, if required, by the Committee constituted for the purpose. State Health Society may forfeit EMD of such participant(s) alongwith appropriate necessary action against such participant(s).

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

1. Participant(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions stated in this Standard Bid Document (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.
2. All the documents shall be duly signed by the Authorized Signatory, alongwith date and seal of bidding entity.
3. All the documents shall be '**Valid**' at the time of uploading of bid and shall Not be expiring within three (3) months from the date of submission of online bids.
  - i) *During evaluation of bid(s) received for various tender(s), it is observed that validity of some of the document(s), as uploaded by respective participant(s), will*

be expiring after the last date for submission of bid(s). For such cases(s), it is clarified that any of the document(s), validity of which will be expiring after submission of bid(s), but during ongoing evaluation of bid(s), or post finalization of bid(s) but prior to acceptance of Letter of Intent (LoI) by the selected participant(s), acceptance of the Letter of Intent (LoI), issued in favour of such selected participant(s) will be effective only after receipt of renewed certificates within the time stipulated for acceptance of LoI, failing which acceptance of LoI shall not be considered. **In addition, in all such case(s), State Health Society reserves the unconditional right to approach and negotiate with L-2 participant(s);**

ii) This is without any prejudice to the recourse available to the State Health Society with respect to document(s) expiring during the course of Rate Contract, after acceptance of LoI and execution of agreement.

4. Pages of the bid shall be clearly numbered, indexed and stamped with the office seal of participant(s).
5. Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., <https://jktenders.gov.in>. Participant(s) have to upload the bids, both technical/ financial, on the said portal. Moreover, participant(s) are not required to submit technical/ financial bid(s) in physical form.
6. Successful participant(s) shall have to deposit original copy(ies) of EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s), in the office of State health Society, NHM, J&K at the time of execution of Agreement.
7. Participant(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at participants' own risk and make the bid(s) non-responsive.
8. Participant(s) shall provide all the information sought under this SBD. The Tendering Committee will evaluate only those bid(s) which are complete in all respects. Incomplete and/ or conditional bids may be liable for outright rejection.

## **2. Pre-Bid Meeting:**

- a) To address the queries/ concerns of intended participant(s), Pre-bid meeting has been scheduled by State Health Society NHM J&K, through 'Virtual' mode on **30<sup>th</sup> November 2022 at 1200 Hrs.** However, all the intended participant(s) are advised to keep themselves updated with the date & time fixed for Pre-bid meeting, including any changes regarding the same.
- b) Virtual Pre-Bid Meeting Link:** All the intended participant(s), desirous to attend the Pre-bid meeting, are required to send written request, through e-mail on e-mail ID: [faconhmjk@gmail.com](mailto:faconhmjk@gmail.com), alongwith copy of the same on [psfmgnhm@gmail.com](mailto:psfmgnhm@gmail.com) and [headassistants@shs@gmail.com](mailto:headassistants@shs@gmail.com), stating their particulars (Name, Participating Firm Name and Contact No.). **Password to join virtual Pre-bid meeting will be shared only with such participant(s), on their respective email ID(s), whose request(s) will be received by or before 29<sup>th</sup> November 2022 (upto 1700 Hrs).**
- c) **Pre-Bid Query(ies):** Intended participant(s) requiring any clarification regarding the content, terms & conditions, etc. mentioned in SBD, may submit its queries, and suggestions if any, on the e-mail ID: [mdnhmjk@gmail.com](mailto:mdnhmjk@gmail.com) till **29<sup>th</sup> November 2022 upto 1600 Hrs.**, so that these can be discussed and clarified during pre-bid



meeting. After the stipulated date & time, no query(ies)/ representation(s) of any sort shall be entertained.

- d) Queries shall be clearly stated mentioning the Content, Terms & Conditions/ Clause No., alongwith Relevant Page No. of SBD, and the Concern(s) of intended participant(s), alongwith suggestion(s) if any, and detailed justification(s) for proposed changes/ amendments.
- e) Intended participant(s) as well as all other stakeholders, are free to raise queries/ concerns relating to successful and effective implementation of project in J&K. However, queries should clearly spell the rationale behind required change(s)/ modification(s)/ updation(s)/ deletion(s) in SBD and should not be merely a vague attempt to divert the Committee, or other intended participant(s), from discussing genuine query(ies).
- f) The Tender Inviting Authority at its sole discretion may also hold further discussions with the intended participant(s), or their authorized representatives, to finalize any other issue(s) related with the project. This would be common for all the intended participant(s).

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

- a. Intended participant(s)/ their authorized representative(s) may point out to the Tender Inviting Authority regarding embitterment, if any, in writing **by or before 30<sup>th</sup> November 2022 upto 1200 Hrs.** Thereafter, bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on any ground. No representation shall be allowed, accepted and entertained after the pre-bid meeting
- 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): <https://jktenders.gov.in> and [www.jknhm.com](http://www.jknhm.com).
- d. Intended participant(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) – <https://jktenders.gov.in> and [www.jknhm.com](http://www.jknhm.com).
- f. Intended participant(s) are advised to remain updated through above-mentioned website(s). State Health Society, NHM, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of Intended participant(s) to keep themselves updated through these website(s).

### **4. Bid Validity Period and Extension thereof:**

- a. Bid(s) submitted by intended participant(s) shall remain valid for a period of **Ninety (90) days** from the last date for submission of online bid(s).
- b. In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request intended participant(s) to extend the period of validity for a specified additional period, **not exceeding 90 (Ninety) days** from the expiry of original bid validity date. All the communication(s) in this regard, including request of Tender Inviting Authority and the participant's response shall be in writing.

- c. In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such participant(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected.
- d. Bid validity period of approved Service Provider(s) shall be automatically extended till the date on which the Agreement is executed between concerned party(ies).
- 5. Modification/ Substitution/ Withdrawal of Bid(s):** Bid(s) once uploaded, are not allowed to be modified, substituted or withdrawn by the participant(s). Therefore, it is emphasized upon all the intended participant(s) that all terms & conditions of the 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.
- 6. Acknowledgement by Intended Participant(s):** It shall be deemed that by submitting bid, intended participant(s) has:
- a. made a complete and careful examination of the 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 SBD 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.
  - g. The Tender Inviting Authority, or any of the Officer(s)/ Official(s) of NHM, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to 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 bid, Intended participant(s) agrees and releases the Mission Director, NHM, J&K and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7. Earnest Money Deposit (EMD):**
- a) Bid(s) shall have to be accompanied with Earnest Money Deposit of Rs.5,00,000/- (Rupees Five Lakhs only).
  - b) Participant(s), registered as MSE(s) for 'Similar' services, are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar Certificate, now UDYAM registration, has to be uploaded alongwith other documents in the Technical Bid (Cover -1). However, approved Service Provider(s) are not exempted from furnishing

Performance Security Deposit required to be submitted as per clause (6) of the Terms & Conditions.

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

## **8. 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 **09<sup>th</sup> December 2022 at 1630 Hrs.**

- b. Date of opening of '**Financial (Price) Bid**' of participant(s), who will be found '**Eligible**' after evaluation of 'Technical' bid(s), will be notified separately through the Central Procurement Portal viz., <https://jktenders.gov.in>. Separate intimation shall not be sent to any participant(s).
- 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.10,000/- (Rupees Ten Thousand only)** will be levied on such defaulting bidder(s) which shall have to be deposited in the manner to be decided by the Tender Inviting Authority subsequently. EMD of any such defaulting participant(s) will be refunded only after receipt of proof of deposit of such penalty.
- d. Every endeavour shall be made to finalize the successful Service Provider on **Least Cost (L-1) basis**.
- e. If there is any '**Tie**' between Rates quoted by two or more participant(s), then all such participant(s) will be approached for following(s) -
- i. Firstly, to issue Parallel Rate Contract(s), in consensus with all such participant(s), ensuring requisite services across all the Medical Blocks in the District(s) of J&K; and
- ii. In case any consensus, as per (i) supra, could Not be formed between such participant(s), then all such participant(s) shall have to re-submit financial bid(s) with 'Revised Prices', within the time accorded by the Mission Director, State Health Society, NHM, J&K, and bidding process will be finalized accordingly.
- f. ***In view of the Scope of Services extending upto Medical Blocks spread across all the District(s) in J&K, coupled with various allied factors, inter-alia Sensitivity of Services, Availability of Technical, Financial & Managerial Resources, etc., State Health Society, NHM, J&K, if deems appropriate towards finalization of this selection process, may be at absolute liberty, to request all such participant(s), whose financial bid(s) will be within the price range of 15% of L-1, to keep their offer(s) alive for a period of Ninety (90) Days from the date of issuance of Letter of Intent (LoI) to L-1 participant(s).***
- i. ***All such participant(s) will be at absolute liberty, but without any obligation, to accept, or otherwise, any such request, if deems appropriate to be made by the State Health Society, NHM, J&K.***
- ii. ***State Health Society, NHM, J&K, in case of failure of L-1 participant(s) to undertake the service(s), or after undertaking unable to provide intended services across all the Block(s), will be at absolute liberty, but without any obligation to do so, to approach such Participant(s) to match their offered Rate(s) with L-1, and if affirmative, may issue Letter of Intent to such participant(s) on L-1 Rates and Terms & Conditions.***
- g. 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 participant(s) 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 participant's responsibility to provide required evidence with respect to its eligibility as per the terms of SBD, to the satisfaction of the

Authority. If required, Tender Inviting Authority can verify the facts and figures quoted in the bid.

- h. 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, participant(s), 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.

**9. 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 participant(s).
- b. Within **Three (3) Days, but in any case Not later than One Week, from the Date of Issuance of LoI**, successful participant(s) shall have to submit original copy of acceptance of the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an agreement in this regard with State Health Society, NHM, J&K in this behalf. Stamp duty, if any, payable on the agreement shall be borne by the successful participant(s).
- c. Successful participant(s) shall be party to the agreement as a 'Confirming Party'. Successful participant(s) shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained.
- d. Successful participant(s) shall also execute such further documents and deeds as may be required.
- e. In case, the agreement is not executed within **Ten (10) Days of Acceptance of LoI**, or within any extended period, if granted by the Mission Director, NHM, J&K on the request of such successful participant(s), it is presumed that successful participant(s) is/ are '**Not Willing**' to execute the agreement/ Rate Contract. In such case, Mission Director, NHM, J&K, in addition to executing various resources available against such defaulting successful participant(s) as per this bid document, will be at absolute liberty to approach next 'Eligible' participant(s) within the price band of 15% of L-1 Rates for seeking their acceptance towards execution of contract for intended services on L-1 Rates and terms & conditions.
- f. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to next lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful participant(s) within the stipulated time period, shall be recovered out of its EMD. Even if the 2<sup>nd</sup> lowest participant(s) agrees to carry out the contract at the rate of 1<sup>st</sup> lowest, EMD of any defaulting 1<sup>st</sup> lowest participant(s) will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

**10. Performance Security Guarantee:**

- a. In reference to Office Memorandum No.: F.9/4/2020-PPD dated: 12th Nov. 2020, issued by the Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India, successful participant(s), for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Security

Guarantee (PSG) @ **2% of the value of the Contract** in favour of FA & CAO, NHM, J&K at the time of execution of agreement, but in any case, not later than One Week from the date of agreement.

- b. PSG shall be in the form of CDR/ FDR/ Bank Guarantee issued by any Scheduled/ Nationalized Bank.
- c. PSG shall remain in force till six (6) months after completion of the Contract period as defined in the agreement to be executed in this behalf.
- d. **EMD of successful bidder(s) 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 participant(s).

#### **11. Validity of Rates:**

- a. Rate(s) coming into force as a result of this Tendering process shall remain in vogue for a period of **One Year, extendable for another Two (2) Years, from the Date of Acceptance Letter of Intent (LoI)** by the approved Service Provider(s).
- b. This extension of Contract Period of Two Years shall be on 'Annual' basis which implies that extension for every subsequent year shall be subject to annual approval of funds for the purpose by the Ministry of Health & Family Welfare, Govt. of India under NHM in J&K for that year vis-a-vis satisfactory performance of services by approved Service Provider(s) to Mobile Health Team(s) during preceding year(s).

#### **12. Terms of Payment:**

- i) To ensure timely payment(s), successful participant(s) shall submit monthly invoice(s), in **triplicate**, in the office(s) of the concerned Block Medical Officer(s), duly accompanied by logbook verified by In-charge Officer(s) of concerned Mobile Health Team(s).
- ii) All the invoices shall be supported with a Trip Sheet or a logbook, duly signed by In-charge Officer(s) of concerned Mobile Health Team(s). Trip sheet shall have Opening & Closing Odometer Reading, Total No. of Kilometers Travelled, Location(s) Visited, Start Time & Close Time and Signatures of In-charge Officer(s) of concerned Mobile Health Team(s) and summary sheet regarding vehicle-wise details.
- iii) Payment shall be made by the office(s) of the concerned Block Medical Officer(s), on monthly basis, after deducting applicable Statutory dues, and penalty(ies), if any, leviable in accordance with Service Level Agreements defined in this bid document.
- iv) No advance payments shall be made to the successful participant(s).
- v) Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the firm.
- vi) 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 additional

penalty, withholding of payments, cancellation of rate contract, forfeiture of EMD and other necessary action, as deemed fit by this office.

- vii) Any charges likely to be incurred by the approved Service Provider on account of Toll Charges, Parking Fees, Entry Tax, or any similar charges, by whatever name called, shall be 'Reimbursed on Actual' basis upon submission of Proof of Payment, like Original Toll Receipt(s), Parking Slip(s), etc.
- viii) Price Escalation or Price Variation shall not be applicable or considered under any circumstances whatsoever, towards the Rate Contract coming into vogue after finalization of this bidding process.

**13. Responsibilities of Successful Participant(s) (hereinafter referred to as 'Approved Service Provider(s)'):**

- a) Approved Service Provider(s) have to submit acceptant of Letter of Intent (LoI), in 'Original', and execute requisite agreement with the State Health Society, that it will abide by all the terms & conditions of the Standard Bid Document (SBD), including any additional terms & conditions laid down by the State Health Society in this behalf.
- b) Approved Service Provider shall have to furnish requisite Performance Security Guarantee (PSG), as per clause (10), to State Health Society, NHM, J&K within the stipulated time.
- c) To ensure regular provision of suitable vehicles with roadworthiness and in excellent running condition, alongwith capable and dedicated drivers(s) during the Contract Period. Approved Service provider(s) shall also have to ensure suitable replacement of vehicle(s) in case of any breakdown of engaged vehicle(s), vehicle being off for repairs & maintenance, etc.
- d) To submit copy(ies) of all the necessary document(s), including renewals thereof 'as & when' due, of vehicle(s), inter-alia Registration Certificate(s), Full Comprehensive Insurance to cover 3<sup>rd</sup> Party & Occupants, Fitness Certificate(s), PUC, Permit(s), detailed credential of all the driver(s) engaged, alongwith Driving License(s), copy(ies) of Agreement(s)/ MoU(s) with the Registered Owners of vehicle(s), for all the vehicle(s) Not Owned by the approved Service Provider(s), in the office of concerned Block Medical Officer(s), failing which State Health Society, on the recommendation(s) from the concerned District Health Society(ies)/ Block Medical Officer(s), reserves the right to forfeit EMD/ Performance Security Guarantee/ other payments, impose penalty of Rs.10,000/- for each of the Block where document(s) will not be submitted, and even termination of Rate Contract, as deemed appropriate.
- e) To ensure that alternative vehicle(s), in case of breakdown of existing vehicle(s), should be made available within two hours, failing which Mobile Health Team(s) has the right to hire vehicle(s) from other available sources. Same shall be at the expense of approved Service Provider(s), and any expenditure incurred by Mobile Health Team(s) in such cases shall be recovered from the payments due in favour of approved Service Provider(s).
- f) To ensure strict compliance with all the governing Rules & Regulations, predominantly including The Motor Vehicles Act 1988, The Central Motor Vehicle Rules 1989, The J&K Motor Vehicle Rules 1991, etc., during the currency of Contract Period, including extended period, if any. In this context, any failure to comply with these Rules/ Regulations or any negligence, either by the approved Service Provider(s), or by the drivers engaged by it, and consequent loss/ damage/ mishap, if any, with respect to human lives, including passengers, drivers or any 3<sup>rd</sup> party, and/ or property, etc., shall be the Sole Responsibility of approved Service Provider(s). Any of the healthcare

facility(ies)/ agency(ies) functioning under the ambit of Health & Medical Education Department/ National Health Mission in Jammu & Kashmir shall not be responsible to the approved Service Provider(s) or the driver(s) engaged by it or any 3<sup>rd</sup> Party, in any manner whatsoever.

- g) To ensure safety of passenger(s) as well as driver(s) during performance of service(s), including provision of emergency medical kit and fire extinguisher in the vehicle(s).
- h) To ensure regular monitoring of vehicles and submit all the Report(s)/ Logbook(s)/ Trip-Sheet(s), etc. on 'Monthly' basis to the office(s) of concerned Block Medical Officer(s).
- i) Vehicles shall remain at the exclusive disposal of concerned District Health Society(ies)/ Block Medical Officer(s), and cannot be used by the approved Service Provider(s) for any other purpose(s), except those stated by the concerned District Health Society(ies)/ Block Medical Officer(s) with explicit approval of the Tender Inviting Authority, during the Contract Period, failing which Tender Inviting Authority, on the recommendations from concerned District Health Society(ies)/ Block Medical Officer(s), reserves the absolute authority to terminate the Rate Contract of approved Service Provider(s) alongwith forfeiture of Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG)/ pending payment(s) due, if any, to the approved Service Provider(s).
- j) To ensure that vehicle(s) 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/ H&ME, J&K. 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, on the recommendation(s) from the concerned District Health Society(ies)/ Block Medical Officer(s), reserves the right to terminate the Contract with immediate effect, alongwith forfeiture of EMD/ any other payment due and also recommend/ initiate necessary action against the defaulting Service Provider(s) including black-listing/ debarring of such Service Provider and other legal actions as per the law in force. In addition, such defaulting Service Provider(s) will have to indemnify the Health & Medical Education Deptt./ NHM, J&K against any loss, either tangible or intangible, suffered by the H&ME Deptt./ NHM, J&K due to involvement of approved Service Provider(s), or any of the persons engaged by it in any unlawful activity(ies). This will be in addition to various other/ resources, including initiating warranted legal actions, available with the State Health Society, NHM, J&K. Quantum of such indemnification, if required, will be decided by the Mission Director, NHM, J&K on the recommendations of Committee of Senior Officers to be constituted for the purpose.
- k) To ensure that vehicle(s) provided should **Not be Older than Three (3) to Five (5) years**, failing which State Health Society reserves the right to reject the bid/ Rate Contract, or impose necessary penalty(ies), as deemed appropriate, on the approved Service Provider(s).
- l) To ensure that vehicle(s) deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- m) 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.
- n) To ensure regular periodic maintenance of vehicles, including regular pollution and other check-ups of the vehicle alongwith certification, during the Contract Period, failing which State Health Society, on the recommendation(s) from the concerned



District Health Society(ies)/ Block Medical Officer(s), reserves the right to terminate the Rate Contract alongwith forfeiture of EMD/ any other payment due to approved Service Provider(s).

- o) To ensure that all maintenance works related to assigned vehicle shall be carried out in 'Off Duty' hours.
- p) To ensure that the Driver(s):
1. Should possess a valid driving license as well as a minimum of five years' experience in passenger transportation in J&K.
  2. Should not have been either convicted or having any Civil or Criminal case(s) pending against them in any of the Court(s) in J&K/ other parts of the Country.
  3. Must be provided with a working mobile phone and contact No. be provided to the office of the concerned Block Medical officer(s) as well as to the In-charge Officer(s) of Mobile Health Team(s). Any change in the contact No. of the Driver(s) of associated vehicle(s), for any reason(s), be immediately conveyed to all the concerned.
  4. Shall be reachable at all times during office hours.
  5. Should be properly dressed in neat and clean attire.
  6. 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 an inebriated state or consumption of alcohol while on duty.
    - ii. Denial of duty during Contract Period or Duty Hours.
    - iii. Use of abusive language.
  7. Should not gossip with the visiting Officer(s)/ Official(s); and
  8. 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.
- q) 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.
- r) To ensure that the detailed vehicle(s) shall at no point of time carry any person, other than authorized Officer(s)/ Official(s).
- s) To ensure regular maintenance of logbooks by the driver(s) of concerned vehicle(s) engaged by it and submission of the same to office of the concerned Block Medical Officer(s), alongwith bills, after getting it verified from the In-charge Officer(s) of Mobile Health Team(s).
- t) Approved Service Provider(s) is bound to stick to the rates once quoted by them. In addition, it shall have to abide by the Standard Terms & Conditions laid down in the General Financial Rules read with other relevant Financial Manuals/ Rules and the conditions of Rate Contract.
- u) Approved Service Provider(s) 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 any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s) or any of its Officer(s)/ Official(s), will not be

liable in any manner. In case, any loss is caused due to violation of these guidelines, State Health Society, on the recommendation(s) from the concerned District Health Society, may take necessary action against the defaulting Service Provider including blacklisting/ debarring of defaulting Service Provider and other legal actions as per the law in force.

- v) Approved Service Provider(s) 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 any other law for the time being in force, either by the driver(s) of vehicle(s) engaged by it or by the approved Service Provider(s) itself, and any loss caused to any of any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s) or any of its Officer(s)/ Official(s) shall have to be compensated by the approved Service Provider(s).
- w) Approved 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 Mobile Health Team(s) who 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 approved Service Provider(s).
- x) Approved Service Provider(s) 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 approved Service Provider(s), whether as its employees or under any other arrangement made otherwise, shall not be deemed to be employees of NHM, J&K, and hence compliance of applicable laws will be the sole responsibility of the approved Service Provider(s).
- y) 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 approved Service Provider's risk and responsibility. Approved Service Provider(s) shall have to arrange for alternative vehicle(s) of similar, or higher category, without any additional charges.
- z) Approved Service Provider(s) 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 Approved Service Provider(s) violating the condition, State Health Society, on the recommendation(s) from the concerned District Health Society/ Block Medical Officer(s), shall be at liberty to place the contract elsewhere on the approved Service Provider's account and at its risk. Approved Service Provider(s) shall be liable for any loss or damage, which any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s), 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/ blacklisting of approved Service Provider(s).
- aa) Approved Service Provider(s) 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 of Contract, no communications regarding change in terms & conditions shall be entertained.

#### **14. Responsibilities of Mobile Health Teams:**

- a) To communicate the Tour Plan to approved Service Provider(s) well in advance so as to avoid any unnecessary delay. Any change in the Tour Plan shall also be communicated well in advance.
- b) To communicate Tour Plan to the respective Schools and Aanganwari Centers also well in advance.
- c) To make optimum use of vehicles for implementation of Programme and not to use these vehicles for any other purpose except for implementation of RBSK and/ or any other Programme/ Scheme under NHM including any other Programme/ Scheme of Health Department.
- d) To certify the bills as per actual usage of the vehicle(s). There should not be any unnecessary delay in certifying the bills so as to enable approved Service Provider(s) to claim the payments on timely basis.

#### **15. Responsibilities of District Health Society(ies)/ Block Medical Officer(s):**

- a) To monitor usage of vehicles in accordance with the Tour Plan and consequent reports submitted by the Mobile Health Teams, and bills submitted by approved Service Provider(s).
- b) To timely process monthly invoice(s) raised by approved Service Provider(s) for release of payment in its favour, after receipt of all requisite documents/ reports, including bills duly verified by Mobile Health Teams, in accordance with Service Level Agreement(s) defined in this bid documents as well as consequent Rate Contract.
- c) To make every endeavor to release payment in favour of approved Service Provider(s) in timely manner, after deducting applicable Statutory dues, subject to allocation of drawing limits by the State Nodal Agency and consequent availability of funds with concerned District(s)/ Block(s).
- d) To ensure regular adherence to the agreed Service Level Agreements.
- e) To ensure proper IEC activities regarding the Programme in the District.
- f) To ensure effective utilization of vehicles for successful implementation of RBSK in the Schools and Aanganwari Centers including other schemes of NHM/ Health Department.
- g) Office(s) of concerned Block Medical Officer(s) will have to submit vehicle-wise monthly report to respective District Health Society(ies), which in turn will submit District-wise consolidated details, for all the vehicles engaged in the District(s), to RBSK Programme Division at State Health Society, NHM, J&K for effective supervision & monitoring of vehicles engaged under RBSK in J&K. Detailed format in this regard will be shared by RBSK Programme Division of State Health Society, NHM, J&K.
- h) In addition, to address routine operational matters/ difficulties, excluding any Contract/ Policy related matter, in an effective manner and on real time basis, -
  - a. Office(s) of concerned Block(s) Medical Officer(s) will be the 01<sup>st</sup> level authority to address routine operational difficulties/ grievances of Mobile Health Team(s) as well as approved Service Provider(s).
  - b. Likewise, office of concerned Chief(s) Medical Officer(s)/ District Health Society(ies) will be the Supervising & Monitoring agency for implementation of the Programme in all the Block(s) under their respective jurisdiction(s), as well as 02<sup>nd</sup> level authority to address those operational matters/ grievances of Mobile Health Team(s)/ approved Service Provider(s), which could not be resolved at the level of Block Medical Officer(s).

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

- a. To act as Nodal Agency for all Project related activity(ies), including inviting bids, holding Pre-bid meeting, necessary issuing clarifications, finalization of NIT, issuing Letter of Intent (LoI)/ Rate Contract in favour of approved Service Provider(s), Entering into requisite Agreement with such approved Service Provider(s), alongwith seeking Performance Security Guarantee, etc.
- b. To issue clarifications on policy matters/ Contract related matter, alongwith regular supervision & monitoring in coordination with District Health Society(ies)/ Block Medical Officer(s), Mobile Health Teams(s) and approved Service Provider(s) towards successful implementation of RBSK across all the District(s) in J&K.
- c. To allocate requisite funds/ drawing limits for the Programme to concerned District Health Society(ies)/ Block Medical Officer(s), as per the availability of funds in Single Nodal A/c of State Nodal Agency.
- d. State Health Society will be the apex level authority, under the ambit of the Health & Medical Education Department, J&K, to address Policy/ Contract Implementation related matters which could not be resolved at the level of concerned Chief(s) Medical Officer(s)/ District Health Society(ies).
- e. In addition, during the course of implementation of the Contract, State Health Society, either on receipt of any specific information from any quarter(s), or suo-moto, will be at liberty to intervene and seek requisite information/ detailed report from concerned Chief(s) Medical Officer(s)/ District Health Society(ies)/ Block Medical Officer(s)/ Mobile Health Team(s)/ approved Service Provider(s), and accordingly take appropriate necessary action, as deemed appropriate in the matter, after according reasonable opportunity of being heard to all the concerned stakeholder(s).

**17. Indicative Timelines:**

| <b>S. No.</b> | <b>Requisite Compliance</b>  | <b>Indicative Timeline(s)</b>  |
|---------------|--|--|
| 1.            | Issuance of Letter of Intent (LoI) by State Health Society (SHS), NHM, J&K   | Immediately after finalization of selection process followed by approval from the Competent Authority  |
| 2.            | Acceptance of LoI by approved Service Provider(s) to SHS, NHM, J&K   | Within Three (3) Days, but in any case, not later than One Week, from the date of Issuance of LoI  |
| 3.            | Execution of Agreement approved Service Provider(s) with SHS, NHM, J&K   | Within Ten (10) Days of Acceptance of LoI  |
| 4.            | Submission of Performance Security Guarantee by approved Service Provider(s) to SHS, NHM, J&K  | At the time of execution of Agreement, but in any case, not later than One Week from the date of execution of Agreement  |
| 5.            | Submission of Documents relating to all the vehicles, including Registration Certificates, Insurance, Road Tax, Pollution, Fitness, Credentials of Driver(s), Copy(ies) of Agreement/ MoU with the Owners of Vehicle(s), if not Registered on the name of approved Service Provider(s), etc. in the office of concerned Block Medical Officer(s) | <ul style="list-style-type: none"> <li>• Within Fifteen (15) Days, but in any case, not later than Twenty (20) days, from the date of Acceptance of LoI.</li> <li>• Copies of all these documents shall Mandatorily have to be submitted in the office(s) of respective Chief Medical Officer(s) as well as Programme Division – RBSK at SHS, NHM, J&amp;K.</li> <li>• In addition, any document(s) renewed subsequently during the Contract period will have to be submitted within three (3) days, but in any case, not later than one week of date of renewal.</li> </ul> |

| <b>S. No.</b> | <b>Requisite Compliance</b>  | <b>Indicative Timeline(s)</b>  |
|---------------|--|--|
| 6.            | Written acceptance of vehicle(s) by concerned Block Medical Officer(s) to approved Service Provider(s) in accordance with prima-facie roadworthiness of vehicle(s) under intimation to respective Chief Medical Officer(s) as well as Programme Division – RBSK at SHS, NHM, J&K | <ul style="list-style-type: none"> <li>• Within Three (3) Days, but in any case, not later than One Week, from the date of submission of document(s) by the approved Service Provider(s).</li> <li>• In case, concerned Block Medical Officer(s) observe that vehicle(s) is/ are NOT in roadworthy condition, or the driver is not suitable, they will have to convey the same to the approved Service Provider(s) to provide other suitable vehicle/ substitute driver within the stipulated time.</li> </ul> |
| 7.            | Deployment of vehicle(s), alongwith drivers, by approved Service Provider(s) as per the directions from concerned Block Medical Officer(s)   | Immediate after acceptance of vehicle(s), alongwith driver(s), to the satisfaction of concerned Block Medical Officer(s).  |
| 8.            | Communication of Tour Plan(s) of Mobile Health Team(s) to approved Service Provider(s)   | <ul style="list-style-type: none"> <li>• Immediately after deployment of vehicle(s) by the approved Service Provider(s).</li> <li>• Subsequent communication(s) regarding Tour Plan(s) shall be made by Mobile Health Team(s) to designated driver(s) will in advance under intimation to concerned Block Medical Officer(s) and other stakeholders.</li> </ul>  |
| 9.            | Any Updation in Tour Plan  | Immediately to be exchanged between Mobile Health Team(s) and accompanying designated driver(s), but in any case, at least two (2) hours prior to change in scheduled visit  |
| 10.           | Verification of Logbooks/ Trip Sheets regarding visits made during any month by Mobile Health Team(s)  | By 03 <sup>rd</sup> day, but in any case, not later than 05 <sup>th</sup> day of following month   |
| 11.           | Submission of monthly Invoice(s) alongwith Logbooks/ Trip Sheets, both duly verified by Mobile Health Team(s), for any month by approved Service Provider/ designated Driver(s) in the office of concerned Block Medical Officer(s)  | By 05 <sup>th</sup> day, but in any case, not later than 07 <sup>th</sup> day of following month   |
| 12.           | Processing/ Release of payments by the office of concerned Block Medical Officer(s)  | Immediately, as per availability of funds, and in accordance with Service Level Agreements defined in Bid document/ Agreement, after deducting Statutory dues.   |

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

| <b>S. No.</b> | <b>Instance</b>  | <b>Benchmark Performance</b>  | <b>Penalty Leviable</b>   |
|---------------|--|---|---|
| 1.            | Provision of vehicle(s)/ non-reporting of driver alongwith vehicle | To be ensured on Daily basis as per Tour Plan of Mobile Health Team/ instructions from Block Medical Officer(s), without any fail | <ul style="list-style-type: none"> <li>• Penalty of Rs.1,000/- will be imposed on 01<sup>st</sup> occasion of non-provision of vehicle/ non-reporting of driver(s) during any month.</li> </ul> |

| S. No.    | Instance  | Benchmark Performance   | Penalty Leviable   |
|-----------|---|---|--|
|           |   |   | <ul style="list-style-type: none"> <li>For every subsequent breach/non-compliance, during the month, it shall be increased by Rs.500/- on each occasion.</li> </ul>  |
| 2.        | Vehicles should report at specified reporting time  | Reporting time will be at least 30 minutes prior to departure time  | Penalty of Rs.500/- will be imposed for that day   |
| 3.        | Provision of alternative vehicle in case of breakdown   | Alternative vehicle has to be provided within Two (2) Hours   | Penalty of Rs.500/- per occasion plus charges incurred by Mobile Health Team(s), if any, towards hiring vehicle from 3 <sup>rd</sup> Party, in case of failure to provide agreed vehicle within stipulated time, or time allowed by concerned Officer(s)           |
| 4.        | Vehicle(s) shall be in proper running condition with regular maintenance to ensure passenger safety during the Contract Period  | There shall not be any delay/compromise with periodic maintenance of vehicles to prevent any consequential loss/ damage   | Penalty of Rs.10,000/- will be imposed for each instance of delay in periodic maintenance of vehicles  |
| 5.        | There shall not be any tampering with vehicle(s), or its parts  | -   | In case of any tampering with vehicles, especially tampering with Odometer may lead to imposition of penalty of Rs.5,000/- on each such instance   |
| 6.        | Work & Conduct of Driver(s)   | Driver(s) shall be polite, courteous, performing duties with sincere-most dedication  | In case of any misbehavior by driver(s), or any misconduct considered as misbehavior by concerned Officer(s), penalty of Rs.1,000/- on each occasion   |
| 7.        | Compliance to the Rules & Regulations under the Motor Vehicles Act, including valid Insurance Certificate, Pollution Certificate, Fitness Certificate and all other documents | Compliance to all the Rules & Regulations in letter & spirit, including availability of original copies of all the requisite documents in vehicles, across all times during the Contract period | In case, any penalty under the Motor Vehicles Act is imposed on account of violation of any Traffic Rules, or otherwise, Penalty equivalent to three times the penalty imposed under the Motor Vehicles Act, subject to minimum Rs.10,000/- for each such instance |
| 8.        | Execution of Contract by approved Service Provider(s) during the Contract Period  | 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  | penalty up-to 10% of the total value of a contract   |
| <b>9.</b> | <b>Following incident(s) will be considered as 'Breach of Contract' and may result in Termination of Contract</b>   |   |  |
| a.        | Vehicles Provided being Older than Five (3) years   |   |  |
| b.        | Non-submission of documents/ Submission of Invalid documents, for e.g., Invalid Registration Papers of Vehicle(s), etc.   |   |  |

| S. No.     | Instance  | Benchmark Performance | Penalty Leviable |
|------------|---|-----------------------|------------------|
| c.         | Operating Vehicles Without or Expired Comprehensive Insurance Coverage with Unlimited Liability of Risk   |                       |                  |
| d.         | Any Tampering with Odometer   |                       |                  |
| e.         | Any attempt to forge Service-Related Documentation  |                       |                  |
| f.         | Cumulative Penalty(ies) aggregating to 5% of Total Monthly Contract Value during any particular Month   |                       |                  |
| <b>10.</b> | <b>In addition, in any of the following violations, approved Service Provider(s) will be debarred from any prospective procurement process(es), whether Goods or Services, under National Health Mission in Jammu &amp; Kashmir for a minimum period of Five (5) years, and maximum period of Ten (10) years:</b>   |                       |                  |
| a.         | Any change/ modification in Consortium without explicit approval from the Mission Director, NHM, J&K  |                       |                  |
| b.         | In case, approved Service Provider(s), not having Office in J&K, fails to open the same in Jammu/ Srinagar within thirty (30) days from the date of Issuance of Letter of Intent (LoI) and keep it functional throughout the contract Period, including the extended period, if any.  |                       |                  |
| c.         | In case of submission of any false/ misleading information/ document/ affidavit   |                       |                  |
| d.         | In case the vehicle(s) deployed and/ or driver(s) engaged are found to be involved in any unlawful activities and/ or civil/ criminal case(s), whether convicted or not, either prior to or during the Contract Period  |                       |                  |
| e.         | In case, any loss, whether tangible or intangible, is caused to the H&ME Deptt./ NHM, J&K due to violation of any Guidelines/ Rules/ Regulations issued by various Departments/ Ministries, especially issued by the Motor Vehicle Department and other applicable Laws/ Acts/ Rules, by the vehicle(s) and/ or driver(s) engaged by approved Service Provider(s) |                       |                  |
| f.         | Failure to execute Rate Contract in full during the Contract Period   |                       |                  |

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

**19. Disqualification of Participant(s)/ approved Service Provider(s):** In following circumstances, State Health Society reserves the right to disqualify any participant(s), including successful participant(s)/ approved Service Provider(s), on the recommendation(s) from majority of District Health Society(ies)/ Block Medical Officer(s):

- i. Direct or indirect canvassing for favour in allotment of contract on the part of intended participant(s), or their representative(s), shall disqualify their bids outrightly.
- ii. Successful participant(s)/ approved Service Provider(s) may be disqualified, banned or suspended during the Contract Period, if:
  - a) It fails to execute the agreement or fails to submit Performance Security Guarantee.
  - b) It fails to execute the Contract to the satisfaction of this office.
  - c) It is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited Company, it is wound up or taken into liquidation.
  - d) It is suspected to be doubtful loyalty to the State.
  - e) State Vigilance Organization (SVO)/ Anti-Corruption Bureau (ACB) or any other Investigating agency recommends such a course in respect of a case under investigation.

- f) State Health Society, on the recommendation(s) from concerned District Health Society(ies)/ Block Medical Officer(s), is prima-facie of the view that it is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said successful participant(s).
- g) Any certificate/ documents/ information submitted by the successful participant(s) is found to be false/ forged/ fabricated.
- h) Any information furnished by the successful participant(s) is found to be misleading or not based on facts.

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

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

**A. Termination by Default:** State Health Society, NHM, J&K may terminate Rate Contract, on the recommendation(s) from concerned District Health Society(ies)/ Block Medical Officer(s), if case of either of following default(s) on part of successful participant(s)/ approved Service Provider(s) -

- i. Withdrawal/ modification its offer after acceptance.
- ii. Failure to execute the agreement within the stipulated time.
- iii. Failure to submit Performance Security Guarantee within the stipulated time.
- iv. Failure to provide services within stipulated time.
- v. Failure to fulfil any other contractual obligations.
- vi. Violation of any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT.
- vii. Becoming insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency.
- viii. Found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.

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

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



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

## **21. Arbitration:**

- a. **Dispute:** Either party, upon receipt of any information, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in connection with the Bidding process, including its existence or validity or termination (collectively called as “Dispute”), by giving written notice to the other party, which shall contain -
- i. Description of dispute
  - ii. Ground for such dispute
  - iii. Written material in support of its claim
- b. Other party shall, within thirty (30) days of issuance of dispute notice, furnish:
- i. Counter claim and defenses, if any, regarding the dispute; and
  - ii. All written material in support of its defenses and counter claim.
- c. **Dispute Resolution by Amicable Settlement:** Within thirty (30) days of issuance of notice by any party, both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty (30) days of receipt of notice referred to above, same shall be referred to the Mission Director, NHM, J&K for its reference to arbitration.
- d. **Dispute Resolution by Sole Arbitrator:** In addition to (c), dispute may also include any dispute arising out of contract with regard to interpretation, meaning and breach of the terms of contract. Upon receipt of information, Mission Director, NHM, J&K will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty (30) days from the date of receipt. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by Mission Director, NHM, J&K to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.
- e. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable to successful bidder shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- f. **Final Appeal:** If the officer designated as Arbitrator fails to dispose off the grievance filed within the period, or successful bidder or Purchase Committee or any other person aggrieved by the order passed by the Arbitrator, he/ it may file an Appeal before the Mission Director, NHM, J&K being the final Appellate Authority whose decision shall be final and binding upon all the Parties.

- g. **Governing Law:** This NIT shall be governed by and construed in accordance with the Laws of Jammu & Kashmir and the Laws of India, as applicable to J&K.
- h. **Venue of Arbitration:** Venue of arbitration shall be the place from where contract has been issued.

**22. 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. participant(s) does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- c. In case, it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the participant(s), or the participant(s) has made material misrepresentation or has given any materially incorrect or false information, the participant(s) shall be disqualified forthwith and notwithstanding anything to the contrary contained in this SBD, be liable to be terminated, by a communication in writing by the Authority to the participant(s), without the Authority being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which the Authority may have under this SBD, the agreement or under applicable law(s);
- d. The Authority reserves the right to verify all statements, information and documents submitted by the participant(s) in response to the SBD. Any such verification or lack of such verification by the Authority shall not relieve the participant(s) of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.

**23. Saving Clause:**

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

**24. Fraud and Corruption:** *Participant(s) and any of their personnel, shall observe the highest standard of ethics during the process, selection and contract execution and refrain from Fraud & Corruption.*

- a) *For the purposes of this provision, terms Corrupt Practice, Fraudulent Practice, Collusive Practice, Coercive Practice and Obstructive Proactive, shall mean and include, but not limited to the followings:*

- i. **'Corrupt Practice'** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
  - ii. **'Fraudulent Practice'** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
  - iii. **'Collusive Practice'** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
  - iv. **'Coercive Practice'** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - v. **'Obstructive Practice'** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
  - vi. **'Misuse of Resources'**, which means improper use of resources, carried out either intentionally or through reckless disregard.
  - vii. **'Theft'** means misappropriation of property belonging to another party.
- a. State Health Society NHM J&K may reject a proposal for award if it determines that the firm(s) or individual participant(s) recommended for award of Contract, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
  - b. State Health Society NHM J&K, in addition to the legal remedies set out in the relevant legal agreement, may take other appropriate actions, including declaring mis-procurement, if it is determined at any time that representatives of the participant(s) engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/ or execution of the contract in question, without the participant(s) having taken timely and appropriate action satisfactory to this office to address such practices when they occur, including by failing to inform this office in a timely manner at the time they knew of the practices.
  - c. State Health Society NHM J&K, pursuant to these Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures, may sanction a firm(s) or individual(s), either indefinitely or for a stated period of time, including by publicly declaring such firm(s) or individual(s) ineligible (i) to be awarded or otherwise benefit from any contract; (ii) to be a nominated sub-contractor, consultant, or supplier, or service provider of an otherwise eligible firm being awarded any contract.
  - d. In case of occurrence of misuse of resources and theft, State Health Society NHM J&K will take remedial actions as deemed appropriate, after considering the detailed facts.

## **25. Miscellaneous:**

- a. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this tender. Any alleged oral agreement or arrangement

made by the bidder with any Officer/ Official of NHM, J&K shall not affect the definitive agreement that results from this bidding process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than NHM, J&K shall not affect the implementation of contract unless approved and agreed to by NHM, J&K.

- b. Intended participant(s) that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour 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 participant(s) 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) – <https://jktenders.gov.in> as well as [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**

**District-wise List of Medical Block(s) where Vehicle(s) are required for  
Mobile Health Teams (MHTs) under RBSK, NHM in J&K**

| S. No.   | District(s) | No. of Medical Block(s) | Name of Medical Block(s)   | Total No. of Vehicle(s) Required [2 per Block] |
|--|-------------|-------------------------|--|--|
| <b>A. Jammu Division</b>                               |             |                         |  |  |
| 1  | Doda        | 5                       | Assar, Bhaderwah, Gandoh, Ghat and Thathri   | 10   |
| 2  | Jammu       | 10*                     | Akhnoor, Bishnah, Chowki Chowra, Dansal, Kot Bhalwal, Marh, Pallanwala, R.S. Pura and Sohanjana and Jammu Urban            | 20   |
| 3  | Kathua      | 5                       | Bani, Basohli, Billawar, Hira Nagar and Parole   | 10   |
| 4  | Kishtwar    | 4                       | Chatroo, Dachhan, Kishtwar and Paddar  | 8  |
| 5  | Poonch      | 3                       | Mandi, Mendhar and Surankote   | 6  |
| 6  | Rajouri     | 6                       | Darhal, Kalakote, Kandi, Manjakote, Nowshera and Sunderbani  | 12   |
| 7  | Ramban      | 4                       | Banihal, Batote, Gool and Ukheral  | 8  |
| 8  | Reasi       | 4                       | Katra, Mahore, Pouni and Reasi   | 8  |
| 9  | Samba       | 3                       | Nud/ Samba, Purmandal and Ramgarh  | 6  |
| 10   | Udhampur    | 6                       | Basantgarh, Chenani, Majalta, Panchari, Ramnagar and Tikri   | 12   |
| <b>Total – Jammu Division [*including Jammu Urban]</b> |             |                         |  | <b>100</b>                                     |
| <b>B. Kashmir Division</b>                             |             |                         |  |  |
| 1  | Anantnag    | 7                       | Achabal, Bijbehara (Dachnipora), Larnoo (Brengh), Mattan (Koviripora), Sallar (Dachnipora), Shangus and Verinag (Shahabad) | 14   |
| 2  | Bandipora   | 3                       | Bandipora, Hajin and Gurez   | 6  |
| 3  | Baramulla   | 10                      | Boniya, Dangi-wacha, Kreeri, Kunzer, Pattan, Rohama, Sheeri, Sopore, Tangmarg and Uri                                      | 20   |
| 4  | Budgam      | 10                      | Beerwah, Budgam, Chadoora, Charar-e-Shareef, Chattargam, Khag, Khansaheb, Magam, Nagam and Soibugh                         | 20   |
| 5  | Ganderbal   | 3                       | Ganderbal, Kangan and Laar   | 6  |
| 6  | Kulgam      | 5                       | D. H. Pora, Kulgam, Qaimoh, Qazigund and Yari-pora   | 10   |
| 7  | Kupwara     | 10                      | Handwara, Kalaroose, Kralpora, Kupwara, Langate, Sogam, Tangdar, Trehgam, Villgam and Zachaldara                           | 20   |
| 8  | Pulwama     | 3                       | Pampore, Pulwama, and Tral   | 6  |
| 9  | Shopian     | 2                       | Keller & Shopian   | 4  |
| 10   | Srinagar    | 5                       | Batmaloo, Hazratbal, Khanyar, SR Gunj and Zadibal  | 10   |
| <b>Total – Kashmir Division</b>                        |             |                         |  | <b>116</b>                                     |
| <b>Grand Total – Jammu &amp; Kashmir</b>               |             |                         |  | <b>216</b>                                     |

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

## Particulars of Bidder

(to be typed on the Letter-head)

| S. No. | Particulars  | To be filled in by the Bidder   |
|--------|--|---|
| (1.)   | Trade Name of Bidding Entity   |   |
| (a)    | Nature of Bidding Entity (Sole Proprietorship/ Partnership Firm/ HUF/ Company/ Society/ Trust/ LLP, 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, if any   |   |
| (f)    | UDYAM Registration No.   |   |
| (2)    | Office Address   |   |
| (3)    | Telephone No.  |   |
| (4)    | Mobile No.   |   |
| (5)    | FAX No.  |   |
| (6)    | e-Mail ID  |   |
| (7)    | Whether Participating as Consortium or Not   | If Bidder is participating as 'Consortium' similar details have to be provided for each of the Consortium Partner |
| (8)    | Name of Authorized Person  |   |
| (a)    | PAN  |   |
| (b)    | Mobile No.   |   |
| (c)    | e-Mail ID  |   |
| (9)    | Total No. of vehicles, including Owned by bidder itself, as well as Associated with it under some arrangement, used for the purposes of intended services  |   |
| (a)    | Total No. of vehicles 'Owned' by bidder and used for the purposes of intended services   |   |
| (b)    | Total No. of vehicles 'Associated' with bidder under some arrangement and used for the purposes of intended services                                       |   |
| (10)   | No. of vehicle(s) provided to any of the Central/ State/ UT Govt. Department(s)/ Public Sector Undertakings(s) during preceding five (5) financial year(s) |   |

| <b>S. No.</b> | <b>Particulars</b>  | <b>To be filled in by the Bidder</b>               |
|---------------|---|--|
| (11)          | Average Annual Turnover during last three financial years, i.e., 2019-20, 2020-21 and 2021-22 |  |
| (a)           | Financial Year – 2019-20  |  |
| (b)           | Financial Year – 2020-21  |  |
| (c)           | Financial Year – 2021-20  |  |
| (d)           | Average Turnover  |  |
| (12)          | Proof of Deposit of Tender Processing Fees  |  |
| (a)           | Amount  | Rs.2,500/- (Rupees Two Thousand Five Hundred only) |
| (b)           | Date of RTGS/ Online Transfer   |  |
| (c)           | Bank  |  |
| (d)           | Branch  |  |
| (13)          | Details of EMD  |  |
| (a)           | Amount  | Rs.5,00,000.00 (Rupees Five Lakhs only)            |
| (b)           | CDR/ FDR No.  |  |
| (c)           | Date  |  |
| (d)           | Issuing Bank  |  |
| (e)           | Branch  |  |
| (f)           | Valid Upto  |  |

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







## UNDERTAKING

(To be typed on letterhead of bidder)

To

The Mission Director,  
National Health Mission,  
Jammu and Kashmir

Subject: Acceptance of Terms & Conditions with respect to e-NIT No.: 03 of 2022 for finalization of Rate Contract(s) for Hiring of Vehicle(s), on Monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) in Medical Blocks of all the District(s) in the Union Territory of Jammu & Kashmir

Sir,

1. I/ We hereby agree to abide by all the terms & conditions laid down in e-Tender Notice No.: 03 of 2022.
2. This is to certify that I/ we, before signing this bid, have read and fully understood all the terms & conditions and instructions contained therein and undertake myself/ ourselves abide by these terms & conditions.
3. I/ We declare that our financial position is sound, and we are competent to perform the services as & when and wherever required.
4. I/ We declare that I/ We will not ask/ expect any financial assistance from State Health Society, NHM, J&K, or any of its peripheral Agency(ies).
5. If I/ We will be selected as the approved Service Provider, I/ We will provide services strictly in accordance with the terms & conditions of this SBD, read with the additional terms & conditions, if any stipulated by the State Health Society, NHM, J&K in the agreement to be executed in this behalf.

In Acceptance

Sig. & Seal of the Bidder  
alongwith Full address  
Contact No.:  
e-Mail ID:

## Checklist for Bidder(s)

| S. No | Particulars   | Page No. |
|-------|---|----------|
| 1.    | <b>Proof of Payment of Tender Processing Fee of Rs.2,500/-</b><br>(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)  |          |
| 2.    | <b>Earnest Money Deposit of Rs.5.00 Lakhs (Rupees Five Lakhs only)</b><br>(in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)  |          |
| 3.    | <b>Affidavit</b> on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 01 <sup>st</sup> Class Magistrate/ Notary Public   |          |
| 4.    | Bidder's Detail as per annexure 'C'   |          |
| 5.    | Authority Letter in favour of Authorized Signatory, signed by all the Partners/ Members/ Directors, in case bidding entity is a Partnership Firm/ HUF/ Company/ Society/ Trust/ LLP, etc., authorizing the authorized signatory to submit bid(s) in response to this NIT and to make any correspondence in this regard with State Health Society, NHM, J&K  |          |
| 6.    | Details, alongwith Registration Certificates, of all the Vehicles available with bidder(s), including those engaged with Other Departments/ PSUs, etc., 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' |          |
| 7.    | Copy(ies) of Partnership Deed(s)/ any other Agreement(s)/ MoU(s) with the Registered Owner(s) of Vehicle(s) which are claimed to be 'Associated' with the bidder(s), as per annexure 'C'  |          |
| 8.    | Detail of Vehicle(s) provided to the Central/ State/ UT Govt. Department(s)/ Public Sector Undertakings(s) during preceding five (5) financial year(s), as per annexure 'D'   |          |
| 9.    | PAN Card of Sole Proprietor/ Partnership Firm/ HUF/ Company/ Society/ Trust/ LLP, etc. alongwith PAN Card of Authorized Signatory   |          |
| 10.   | GST Registration Certificate alongwith latest GST Return 3B for the Month October 2022/ Quarter ended on 30 <sup>th</sup> September 2022, as the case may be  |          |
| 11.   | Average Annual Turnover Certificate, issued by the Chartered Accountant alongwith UDIN, with minimum Average Annual Turnover from Similar Services during last three financial years, i.e., 2019-20, 2020-21 and 2021-22, Not less than Rs.1.00 Crore/ Rs.50.00 Lakhs, as the case maybe.   |          |

| S. No | Particulars   | Page No. |
|-------|---|----------|
| 12.   | Balance Sheet(s) for preceding three financial year(s) – 2019-20, 2020-21 and 2021-22.  |          |
| 13.   | ITR(s) for preceding three financial year(s) – 2019-20 (A.Y. – 2020-21), 2020-21 (A.Y. – 2021-22) and 2021-22 (A.Y. – 2022-23).   |          |
| 14.   | UDYAM 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. |          |
| 15.   | Quality Certificates  |          |
| 16.   | Undertaking as per annexure 'E'   |          |

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

***Note: During evaluation of technical proposals, the Tendering Committee may seek clarifications, including historical documents, if required. In such case, the Committee will make a written request to concerned participant(s) to submit such information/ document(s). Any such clarifications/ additional information/ documents shall be sought before opening of price bids.***

**In acceptance  
Sig. & Seal of the Bidder**

# DISCLAIMER

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

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

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