



MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

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Toll Free Integrated Centralized Call Centre cum Health Helpline No.: 104

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

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

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	24/03/2023 at 1000 Hrs
2	Start Date of Downloading RFP from Website	24/03/2023 from 1000 Hrs
2	Last Date of Downloading RFP from Website	08/04/2023 upto 1400 Hrs
3	Seek Clarification Start Date	24/03/2023 from 1000 Hrs
4	Seek Clarification End Date	29/03/2023 upto 1600 Hrs
5	Pre-Bid Meeting	01/04/2023 at 1500 Hrs
6	Start Date for Submission of Online Bids	03/04/2023 from 1000 Hrs
7	Last Date for Submission of Online Bids	08/04/2023 upto 1600 Hrs
8	Date of Opening of Technical Bids	08/04/2023 at 1700 Hrs
9	Date of Opening of Financial Bids	To be Notified Separately

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

No: SHS/NHM/J&K/Estt./23741-46

Dated: 20/03/2023



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

Name of the Group/ Item:

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

NOTICE INVITING BIDS

E-TENDER NOTICE 06(A) OF 2022

e-TENDER NOTICE 06(A) OF 2022

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

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

S. No.	Description	Tender Processing Fee	Earnest Money
01	Hiring of vehicles, on monthly and/ or daily basis, for supervision & monitoring visits of the Officers/ Officials of State Health Society, NHM, J&K at its Office in Jammu Division	✓ Rs.2,000/- (Rupees Two Thousand only).	✓ Rs.50,000.00 (Rupees Fifty Thousand only)

1. Detailed tender document, alongwith terms & conditions, can be downloaded from the website <https://jktenders.gov.in> or www.jknhm.com from **24.03.2023 (1700 Hrs onwards)**.
2. Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website <https://jktenders.gov.in> from **03.04.2023 (1000 Hrs) upto 08.04.2023 (1600 Hrs)**.
3. Technical bids will be opened on **08.04.2023 (1700 Hrs)** in the office of State Health Society, NHM, J&K. In case of holiday(s) on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
4. Financial bids of participants, qualifying the technical evaluation, shall be opened on a later date which will be notified separately.
5. Successful participant 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 Processing Fees, uploaded at the time of submission of bid(s).
6. Entire Selection process will be on-line, and participant(s) are not required to submit bid(s), technical as well as financial, in physical form.
7. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Proprietor/ Partner/ Managing Director/ Chairman/ President of the bidding entity or its duly authorized signatory*.

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

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

No: SHS/NHM/J&K/Estt./23741-46

Dated: 20/03/2023

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

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	24/03/2023 at 1700 Hrs
2	Start Date of Downloading RFP from Website	24/03/2023 from 1700 Hrs
3	Websites for Downloading RFP	https://jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading RFP from Website	08/04/2023 upto 1400 Hrs
5	Website for Submission of Bids (Technical as well as Financial)	https://jktenders.gov.in
6	Start Date for Submission of Online Bids	03/04/2023 from 1000 Hrs
7	Last Date for Submission of Online Bids	08/04/2023 upto 1600 Hrs
8	Date of Opening of Technical Bids	08/04/2023 at 1700 Hrs
9	Date of Opening of Financial Bids	To be Notified Separately
10	Place of Opening of Bids	State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
11	Tender Fee (including Cost of Tender and Processing Fee) (To be deposited through online/ RTGS transfer in State Health Society, 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)	Rs.2,000/- (Rupees Two Thousand only)
12	Earnest Money Deposit (To be submitted in the form of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, NHM, J&K). Registered MSEs/ Start-Ups, for Similar Services, are exempted from payment of EMD. To claim exemption as MSE/ Start-Up, Registration certificate needs to be uploaded.	Rs.50,000/- (Rupees Fifty Thousand only)

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

Section – II: Instructions to Participant(s) regarding e-Tendering Process:

1. The interested participant(s) can download Notice Inviting Tender/ Bid Document from the website(s) <https://jktenders.gov.in> and www.jknhm.com. **However, bid(s) can be submitted only through <https://jktenders.gov.in>.**
2. To participate in bidding process, participant(s) have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid(s). Participant(s) can get above-mentioned Digital Certificate from any NIC/ Govt. Approved Vendors. The participants, who already possess valid Digital Signature Certificate (DSC), need not to procure new Digital Signature Certificate.
3. The participant(s) 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 bids.
5. Before submission of online bids, participant(s) must ensure that scanned copies of all the necessary documents have been attached with the bid(s).
6. 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. Participant(s) should get ready with the scanned copies of Tender Processing Fees & EMD as specified in the Standard Bid Document.
9. 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.
10. Participant(s) are advised to use 'My Documents' area in their user account 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 bid(s).
11. Participant(s) 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.
12. Participant(s) are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
13. The guidelines for submission of bid online can be downloaded from the website <https://jktenders.gov.in>.
14. ***Scanned copies of below mentioned documents can be attached from My Document area for tenderers on e-Procurement portal viz., www.jktenders.gov.in:***
 - a. PAN Card
 - b. GST Registration Certificate
 - c. Balance Sheets and ITRs of Preceding Years.
 - d. Average Annual Turnover Certificate, issued by Chartered Accountant
 - e. Performance Certificates/ Other Documents

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Section – III: Scope of Services:

Successful Service Provider(s), having '**Registered Office**' in Jammu Division, shall have to provide different types of commercial vehicles, alongwith Driver and PoL, as per scope of services stated herein-below:

1. Different types of vehicles will be required for supervision & monitoring and official visits of the Officers/ Officials/ other Team(s) of/ from State Health Society, National Health Mission, J&K at its office in Jammu Division on following basis -
 - i) Monthly basis.
 - ii) Daily basis – 'On Call' as and when required.
 - iii) In case, any category(ies) of vehicle(s) are required to be engaged for part of month, exceeding three (3) days, hiring of such vehicle(s) shall be on 'Pro-Rata basis' calculated on Monthly basis.
2. ***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.***
3. In reference to the 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.
 - ii) Indicative 'Monthly' mileage, calculated for 26 working days, will be 2340 Kms per month per Vehicle.
4. Successful Service Provider(s) shall be able to provide requisite No. of vehicle(s), as per the category(ies) mentioned in annexure 'A', on 'Monthly' and/ or 'Daily' basis, as per the requirements of this Office which may likely to vary from time to time. No. of Vehicles required, alongwith category(ies) thereof, shall be conveyed after finalization of Rate Contract.
5. Successful Service Provider(s) shall have to provide Vehicle(s) in excellent running condition alongwith Driver(s) possessing valid Driving License. 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.
6. Vehicle(s) 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.
7. Vehicle(s) should run on Diesel/ Petrol and be fitted with AC/ Heater to cater to the need of Summer and Winter season(s).
8. All the vehicle(s) shall have valid 3rd 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.

9. 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.
10. '**Contract Period**' shall be for Two (2) Years, and may be extended for another one (1) year, from the Date of Acceptance of Letter of Intent (LoI) by the approved Service Provider(s). Any continuation of services during the ensuing year, falling within the Contract Period, shall be subject to annual approval of funds 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) during preceding year(s).
11. Vehicles engaged on 'Monthly' basis shall remain at the exclusive disposal of State Health Society NHM J&K, and cannot be used by the approved Service Provider(s) for any other purpose(s), except those stated by the Tender Inviting Authority, during the Contract Period, failing which Tender Inviting Authority 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).

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Section – IV: Eligibility Criteria:

Participation in this online bidding 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 at least three (3) vehicle(s), on 'Monthly' basis, to any of the Central/ State/ UT Govt. Department(s)/ Public Sector Undertakings(s) during any Three (3) years falling within preceding Five (5) financial year(s) ended on 31st March 2022.
4. 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/ Start-Ups registered with the Department for Promotion of Industry & Internal Trade (DPIIT), 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.
5. 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.
6. No participant(s) is allowed to submit more than one bid in any form.

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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:**

I. Cover 1st - Technical Cover:

- a. Scanned copy of Tender Processing Fees, 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).
- b. Scanned copy of EMD of **Rs.50,000/- (Rupees Fifty Thousand only)**, duly *pledged in favour of Financial Advisor/ CAO, NHM, J&K*
- c. Scanned copy of Affidavit on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1st Class Magistrate**, stating that: -
 - i. Bidding entity, including its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, 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.
 - ii. 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.
 - iii. If anything is found wrong/ false/ misleading/ contrary to the Public Interest/ Interests of the Country/ Union Territory of J&K/ Health & Medical Education Deptt. J&K/ NHM, J&K, or the bidding entity, and/ or its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, if subsequently declared Guilty/ Convicted for any 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, at any stage(s), including the currency of Rate Contract, such bidding entity and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, even if such bidding entity is the approved Service Provider, shall be responsible 'Severally & Jointly', and will be ready to face any legal action(s) to be initiated against it by the State Health Society, upon the recommendations of the Committee constituted in this behalf. It will be in addition to other penal recourses, inter-alia forfeiture of EMD/ Performance Bank Guarantee/ any other payments due towards the bidding entity/ approved Service Provider, debarring/ blacklisting such defaulting/ erring bidding entity, and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all procurement processes under NHM in J&K for a minimum period of five (5) years, etc.
- d. Participant's details as per annexure 'B'. In case, bidding entity is registered as Partnership Firm/ Hindu Undivided Family (HUF)/ Company/ Association of Persons/ Society/ Trust/ Union, etc., **Authority Letter in favour of Authorized**

Signatory, signed by all the Partners/ Members/ Board of Directors, to submit bid(s) in response to this NIT and to make any correspondence in this regard with this office, shall have to be uploaded.

- e. 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’. Copy(ies) of Rate Contract(s) alongwith Performance Certificates shall also have to be uploaded.
 - 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 February 2023/ Quarter ended on 31st December 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 in case of MSEs/ Start-Ups registered for Similar Services. Relaxation to Registered MSEs/ Start-Ups shall be subject to furnishing of **Relevant Valid Certificate for ‘Similar Services’** Only.
 - 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) UDYAM Certificate from the Ministry of Micro, Small and Medium Enterprises, or Registration Certificate issued by the Department for Promotion of Industry & Internal Trade (DPIIT) or by the National Small Industries Corporation (NSIC).
 - ix) Undertaking, as per annexure ‘E’.
 - x) Checklist as per annexure ‘F’.

Note: *All the above-mentioned documents are for establishing the eligibility of participant(s). For the purpose of evaluation of Technical Proposals, the Procurement Committee may seek clarifications, including historical documents, if any. In such case, NHM J&K may make a written request to concerned Participant(s) to submit such information/ document(s). Any such additional*

clarification(s)/ information/ document(s) shall be sought before opening of Financial bids.

II. Cover 2nd - Financial Cover:

1. Rates quoted should be strictly in accordance with the BOQ clearly mentioning GST/ other taxes and charges.
2. Rates shall have to be quoted for providing vehicles on 'Monthly' basis, i.e., Rate Per Vehicle per Month, and 'Daily' basis, i.e., Cost per Vehicle per Day, for all the three category(ies) of vehicle(s) mentioned in annexure 'A', failing which, bid(s) shall be treated as 'Non-Responsive' and rejected summarily. No. of vehicle(s) to be engaged will be communicated subsequently.
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 the options available with service providers to pay GST @ 5% with Limited ITC (of Input Services in the same line of business), or @ 12% with full ITC, all the intended bidder(s) are required to mention GST separately, failing which, such bid(s) shall be treated as 'Non-Responsive' and rejected 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.

C. Preparation and Submission of Bid(s):

1. Participant(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions set forth in the SBD. Bid(s) should be uploaded positively by or before the due date in the manner and form as detailed in this SBD. Bids submitted in any other manner will not be accepted.
2. All the documents should be duly signed by authorized signatory alongwith date and seal of the bidding entity.
3. All the documents should be valid at the time of uploading of bid(s).
4. Pages of 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) shall have to upload bids, both technical/ financial, on the said portal. 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 the EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s),

including proof of deposit of tender fees, uploaded at the time of submission of bid(s), at the time of execution of agreement with the State Health Society, NHM, J&K.

7. Intended participant(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at participant's own risk and make the bid(s) non-responsive.
8. Intended 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.
9. No conditional tender shall be accepted.
10. In case, any of the document(s) furnished by either of the intended participant(s), including successful participant, is/ are found to be forged/ fabricated/ mis-leading, or any information submitted by it/ them is found to be false/ incorrect/ mis-leading, at any stage(s), including the Contract Period, it may render bid(s) of such defaulting participant(s) '**Void ab-Initio**', and is/ are liable for its immediate cancellation alongwith forfeiture of EMD(s)/ Performance Security Guarantee of such participant(s) and debarring/ backlisting, both the bidding entity as well as its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all future procurement process(es) under NHM in J&K for a minimum period of Ten (10) years.
11. Intended Participant(s)/ Authorized Representative(s) shall point out to Tender Inviting Authority regarding embitterment, if any, before opening of Technical Bid(s). Thereafter, intended participant(s)/ authorized representative(s) will have no right to confer or to represent on one ground or the other.

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 **01st April 2023 at 1500 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, alongwith copy of the same on psfmgnhm@gmail.com and headassistantshs@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 31st March 2023 (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 till **29th March 2023 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 Standard Bid Document (SBD), Concern(s) of intended participants(s), alongwith detailed justification(s) for proposed changes/ amendments, and suggestion(s) if any.

- 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. Necessary changes in bid conditions, if deemed appropriate by the Tendering Committee, may be made after approval from the Competent Authority.
- b. 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.
- c. All the 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.
- d. 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;
- e. All the intended participant(s) are advised to remain updated through above-mentioned website(s). State Health Society, National Health Mission, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of intended bidder(s) to keep themselves updated through these website(s).

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 the 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 successful participant(s) shall be automatically extended till the date on which the agreement is signed.

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 a 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 bid document.
 - b. received all relevant information requested from the State Health Society, NHM, J&K.
 - c. satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Contract 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 bid document 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 Rate Contract/ 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 bidding process, including any error or mistake therein or in any information or data given in bid document.
 - 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 the Earnest Money Deposit of Rs.50,000.00 (Rupees Fifty Thousand only), without which bid(s) will not be considered as valid.
 - b) In reference to Rule 170 of the General Financial Rules 2017, as amended from time to time, Micro & Small Enterprises (MSEs), as defined in MSE Procurement Policy 2012 issued by the Deptt. of Micro, Small and Medium Enterprises (MSME), or Participant(s) registered with the Central Purchase Organization(s) or Start Up(s) Recognized by the Deptt. for Promotion of Industry & Internal Trade (DPIIT) for '**Similar Services**', are exempted from payment of EMD. To claim exemption, intended participant(s) shall have to upload UDYAM Certificate, formerly Udyog Aadhar Certificate, or Registration Certificate for '**Similar Services**', issued by the DPIIT or National Small Industries Corporation (NSIC) or any other Central Purchase Organization(s)
 - c) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K.
 - d) EMD shall remain valid for a period of one (1) year, to be reckoned from the last date for submission of online bids.

- e) Bidder(s) have to upload scanned copy of CDR/ FDR alongwith the technical bid. Only the successful participant(s) shall have to deposit EMD, in original, in the office of FA&CAO, State Health Society, NHM, J&K. 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 successful participant(s).
- f) EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.
- g) EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to Tender Inviting Authority as per the SBD and/or the agreement, or otherwise, under the following conditions:
 - i. If the 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(s), 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 the bidder.
 - c. fails to deposit the Performance Security Deposit within the prescribed time.
 - d. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
 - e. violates any terms & conditions of the tender document/ agreement.
- h) EMD of unsuccessful participant(s) shall be refunded soon after finalization of the tender whereas it shall be retained in case of successful participant(s) and treated as security deposit which is to be refunded to the successful participant(s) after completion of the contract period.
- i) 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 **08th April 2023 at 1700 Hrs.**
- b. To facilitate smooth and effective evaluation of bids, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarification(s)/ additional information/ document(s) from any participant(s) regarding its bid(s), subject to the followings -
 - i. It is the participant's responsibility to provide necessary clarification(s)/ additional information/ document(s) to the satisfaction of the Authority.
 - ii. No change in Price(s) or substance of bid(s) will be entertained.

- iii. No post-bid clarification at the initiative of participant(s) shall be entertained.
 - iv. Shortfall information/ document(s) should be sought only in case of historical documents which pre-existed at the time of submission of bid(s) which have not undergone change since then.
 - v. In case of any shortfall of document(s) regarding 'Eligibility' criteria, only related shortfall towards document(s) already submitted may be asked for. However, no new qualification documents will be asked for.
 - vi. If required, Tender Inviting Authority may verify the facts and figures quoted in the bid(s).
 - vii. Notwithstanding anything contained in the bid document, the Tender Inviting Authority reserves the absolute and unconditional right to not to take into consideration any such clarification(s)/ additional information/ document(s) during evaluation of bid(s).
- c. 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).
 - d. In case, after opening of financial bid(s), it appears to the Committee that participant(s) have made any mistake(s)/ error(s) in quoting 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 participant(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.
 - e. Every endeavour shall be made to finalize the successful bidder on **Least Cost (L-1) basis**.
 - f. 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: 06th 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.*
 - g. 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).
 - 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 participant(s). 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 NHM, J&K. 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, agreement is not executed within 10 (ten) days of acceptance of LoI, the Tender Inviting Authority reserves the right to terminate the bidding process and may invite fresh bids for the Project. In such a case, EMD submitted by the successful participant(s) shall be forfeited.
- f. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest participant(s), 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 2nd lowest participant(s) agrees to carry out the contract at the rate of 1st lowest, EMD of 1st 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 Deposit:

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

- b. violates any terms & conditions of the NIT/ agreement.
- i) In case the Tender Inviting Authority decides to terminate the Contract at any stage, it will promptly release PSG after satisfying that there are no dues outstanding against the successful participant(s).

11. Validity of Rates:

- a. Rate(s) coming into force as a result of this Tendering process shall remain in vogue during the entire Contract Period.
- b. **'Contract Period'** shall be for Two (2) Years, and may be extended for another one (1) year, from the Date of Acceptance of Letter of Intent (LoI) by the approved Service Provider(s).
- c. Any continuation of services during the ensuing year, falling within the Contract Period, shall be subject to annual approval of funds 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) during preceding year(s).

12. Terms of Payment:

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

13. Responsibilities of Successful Bidder (hereinafter referred to as 'Service Provider'):

- 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.
- d) To ensure that vehicle(s) deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- e) 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.
- f) 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 reserves the right to terminate the Rate Contract alongwith forfeiture of EMD/ any other payment due to approved Service Provider(s).
- g) 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.
- h) To ensure that alternative vehicle(s), in case of breakdown of existing vehicle(s), should be made available within two hours, failing which this office reserves 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 in such cases shall be recovered from the payments due in favour of approved Service Provider(s).
- i) Approved Service Provider shall take Comprehensive Insurance Cover with 3rd 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 3rd person due to any accident arising out of and in the course of deployment of any vehicle(s) by the approved Service Provider(s).
- j) 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 3rd 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) to the office of Divisional Nodal Officer, Jammu.
- k) 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 3rd party, and/ or property, etc., shall be the Sole Responsibility of approved Service Provider(s). State Health Society shall not be responsible to the approved Service Provider(s) or the driver(s) engaged by it or any 3rd Party, in any manner whatsoever.
- l) 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).
- m) To ensure regular monitoring of vehicles and submission of Logbook(s)/ Trip-Sheet(s), etc., duly verified by concerned Officer(s)/ Official(s), regularly alongwith Monthly Invoices in the office of Divisional Nodal Officer Jammu.

- n) 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 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 State Health Society against any loss, either tangible or intangible, suffered by 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.
- 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 authorities 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) 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.

- t) 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 State Health Society shall have to be compensated by the approved Service Provider(s).
- u) 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 shall be the responsibility of approved Service Provider(s).
- v) 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.
- w) 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 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 State Health Society may sustain in consequence or arising out of such replacement of the contract. In addition, suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of EMD or even debarring/ blacklisting of approved Service Provider(s).
- x) **Indemnification:**
 - i. Approved Service Provider(s) will indemnify NHM, J&K for all legal obligations arising, if any, due to any act of driver(s) engaged by it.
 - ii. State Health Society NHM J&K, including its Officer(s) & Official(s) NHM, shall stand absolved of any liability on account of death or injury sustained by the driver(s) engaged by the approved Service Provider(s), during the performance of duties and also for any damage or compensation due to any dispute arising out of any reason(s).
- y) 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 State Health Society:

- a) To communicate Tour Programme well in advance to the approved Service Provider(s).
- b) To monitor usage of vehicles in accordance with the Tour Plan and consequent reports submitted by the visiting Officer(s)/ Official(s), and also the bills submitted by the approved Service Provider(s).

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

15. Service Level Agreement (SLA) vis-à-vis Penalty(ies) Leviable:

Approved Service Provider(s) shall be required to meet following Service Level Agreement(s), failing which suitable penalty(ies) may be levied after according approved Service Provider(s) suitable opportunity of being heard:

- a. In case of failure to provide vehicle on any particular day/ non-reporting of driver alongwith vehicle, penalty of Rs.1,000/- will be imposed on each occasion.
- b. Vehicles should report at specified reporting time, which shall be at least 30 minutes prior to departure time. In case of any delay in reporting, acceptance of vehicle will be at the discretion of the concerned Officer/ Official and will be subject to following:
 - i. If vehicle is accepted after delay in reporting, penalty of Rs.500/- will be imposed for that day.
 - ii. If vehicle is not accepted, in addition to (i), approved Service Provider(s) shall pay the hiring charges likely to be incurred by the State Health Society, NHM, J&K in provision of vehicle(s) from 3rd Party(ies).
- c. In case of any breakdown, if the vehicle is not replaced within two hours, penalty of Rs.500/- per occasion will be imposed, in addition to the right to hire the vehicle from 3rd Party, at the expense of the approved Service Provider.
- d. Vehicle(s) shall be in proper running condition with regular maintenance to ensure passenger safety during the Contract Period. In case of any negligence or delay or compromise with periodic maintenance of vehicles, penalty of Rs.10,000/- will be imposed for each such instance.
- e. In case of any tampering with vehicles, especially with Odometer, penalty of Rs.5,000/- will be imposed on each such instance.
- f. In case of any misbehavior by the driver(s), or any misconduct considered as misbehavior by State Health Society, penalty of Rs.1,000/- will be imposed on each occasion.
- g. In case of exigency, State Health Society reserves the right to call the vehicle before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the weekdays as well as holidays, failing which penalty of Rs.1,000/- will be imposed on each occasion.
- h. In case, during the currency of Rate Contract any penalty under the Motor Vehicles Act will be imposed on the vehicle(s), as tendered by the approved Service Provider(s) to State Health Society, NHM J&K, on account of violation of any traffic norms, or otherwise, State Health Society will impose penalty equivalent to three times of the penalty imposed under the Motor Vehicles Act.

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

16. Disqualification of Participant(s)/ Approved Service Provider(s): In following circumstances, State Health Society reserves the right to disqualify any participant(s), including the approved Service Provider(s):

- i. Direct or indirect canvassing for favour in allotment of contract on the part of participant(s) or their representative shall disqualify their bids outrightly.
- ii. Successful participant(s) may be disqualified, banned or suspended during the Contract Period, if:
 - a) It fails to execute the Agreement or fails to submit Performance Security Guarantee.
 - b) It fails to execute the Contract to the satisfaction of this office.
 - c) It is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited Company, it is wound-up or taken into liquidation.
 - d) It is suspected to be doubtful loyalty to State.
 - e) State Vigilance Organization (SVO)/ Anti-Corruption Bureau (ACB) or any other Investigating agency recommends such a course in respect of a case under investigation.
 - f) State Health Society or any of its higher Authority(ies) are prima-facie of the view that it is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said successful bidder(s).
 - g) Any certificate/ documents/ information submitted by the successful 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.
- iii. However, said list is indicative and without prejudice to the right of the State Health Society to take appropriate necessary action in any other circumstances not listed above, but warranted such action, after according reasonable opportunity of being heard to the defaulting party.

17. Cancellation/ Termination of Rate Contract:

A. Termination by Default: State Health Society, NHM, J&K may terminate Rate Contract, on the recommendation(s) from the Committee constituted in this behalf,

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 State Health Society/ 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 State Health Society NHM J&K, as a result of re-tendering the contract or allotting the same to next lowest bidder, shall be recovered from the amount(s) payable to such successful participant(s)/ approved Service Provider(s), including EMD/ Performance Security Deposit and/ or other payment(s) due in its favour. Even if the 2nd lowest participant(s) agrees to carry out the contract at the rate of 1st lowest, EMD/ Performance Security Deposit of such defaulting 1st lowest participant(s) may be forfeited and in such case, if arises, the defaulting participant(s) shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

18. Arbitration:

- a. **Dispute:** Either party, upon receipt of any information, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in connection with the NIT, including its existence or validity or termination (collectively called as “Dispute”), by giving written notice to the other party, which shall contain -
 - i. Description of dispute

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

19. 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 participant(s) to submit fresh bids hereunder;
- b. The Authority reserves the right to reject any bid if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. The 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 participant(s) 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 thereunder.

20. Saving Clause:

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

21. Fraud and Corruption: *Intended Participant(s), including the successful 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.
- b. State Health Society NHM J&K may reject any bid for Award of Contract if it determines that the participant(s) recommended for award of Contract, any of its employee(s) or representative(s), or associate(s), has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- c. 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 the employee(s), or representative(s), or associate(s) 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.
- d. State Health Society NHM J&K, pursuant to these Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures, may sanction a participant(s), including its employee(s), or representative(s), or associate(s), either indefinitely or for a stated period of time, including by publicly declaring such participant(s), including its employee(s), or representative(s), or associate(s) ineligible to be awarded or otherwise benefit from any contract under NHM in J&K.
- e. 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.

22. 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. The information contained in this Standard Bid Document (SBD) is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that bidders require. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on the respective website(s) – <https://jktenders.gov.in> and www.jknhm.com and will become part and parcel of this SBD.
- c. 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.
- d. 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.
- e. Subject to the terms & conditions expressly stated in this bid document, it will also be governed by the Standard General Financial Rules read with allied manuals.
- f. This 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

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

S. No.	Type of Vehicle	Item Code/ Make	Basic Rate (INR)	GST/ Any Other Taxes (INR)	Total Rate (INR)
1.	Base Segment including Swift Dzire/ Maruti Ertiga, Hyundai Xcent, Honda Amaze, Toyota Etios, TATA Tigor/ Zest, Ford Aspire, Nissan Sunny, etc.	Item1	Rate per Month (including Cost of Driver & PoL) – To be Quoted in BoQ		
2.	Medium Segment including Hyundai Verna/ Creta, Honda City, Mahindra Scorpio/ Bolero/ Xylo/ TUV/XUV - 300, etc.	Item2	Rate per Month (including Cost of Driver & PoL) – To be Quoted in BoQ		
3.	Premium Segment including Innova/ Innova Crysta, etc.	Item3	Rate per Month (including Cost of Driver & PoL) – To be Quoted in BoQ		
4.	Base Segment including Swift Dzire/ Maruti Ertiga, Hyundai Xcent, Honda Amaze, Toyota Etios, TATA Tigor/ Zest, Ford Aspire, Nissan Sunny, etc. - Charges for 11 Hour, subject to a maximum of 110 Kms	Item4	Rate per Day (including Cost of Driver & PoL) – To be Quoted in BoQ		
5.	Charges beyond 11 Hour or 110 Kms for Item No. (4)	Item5	Rate per Km – To be Quoted in BoQ		
6.	Night Halt Charges for Item No. (4)	Item6	Rate per Night Halt – To be Quoted in BoQ		
7.	Medium Segment including Hyundai Verna/ Creta, Honda City, Mahindra Scorpio/ Bolero/ Xylo/ TUV/XUV - 300, etc. - Charges for 11 Hour, subject to a maximum of 110 Kms	Item7	Rate per Day (including Cost of Driver & PoL) – To be Quoted in BoQ		
8.	Charges beyond 11 Hour or 110 Kms for Item No. (7)	Item8	Rate per Km – To be Quoted in BoQ		
9.	Night Halt Charges for Item No. (7)	Item9	Rate per Night Halt – To be Quoted in BoQ		
10.	Premium Segment including Innova/ Innova Crysta, etc. - Charges for 11 Hour, subject to a maximum of 110 Kms	Item10	Rate per Day (including Cost of Driver & PoL) – To be Quoted in BoQ		
11.	Charges beyond 11 Hour or 110 Kms for Item No. (10)	Item11	Rate per Km – To be Quoted in BoQ		
12.	Night Halt Charges for Item No. (10)	Item12	Rate per Night Halt – To be Quoted in BoQ		

Sd/-

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

Particulars of Participant

(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/ Union, etc.)	Copy of Document Substantiating the Same to be Uploaded
(b)	Date of Establishment/ Incorporation of Bidding Entity	
(c)	PAN	Copy to be Uploaded
(d)	GST No.	Copy to be Uploaded
(e)	Registration No. issued by the Deptt. of Tourism/ Transport, J&K	Copy to be Uploaded
(f)	UDYAM Registration No. issued by the	Copy of Certificate Issued by the Ministry of Micro, Small and Medium Enterprises for ‘Similar’ Services to be Uploaded
(g)	Registration No., if Registered as ‘Start-Up’	Copy of Certificate Issued by the Department for Promotion of Industrial Promotion & Policy (DPIIT) for ‘Similar’ Services to be Uploaded
(h)	Registration No. if Registered with National Small Industries Corporation (NSIC)/ any Other Central Procurement Organization	Copy of Certificate Issued by the National Small Industries Corporation (NSIC) for ‘Similar’ Services to be Uploaded
(2)	Office Address	
(3)	Telephone No.	
(4)	Mobile No.	
(5)	FAX No.	
(6)	e-Mail ID	
(7)	Name of Authorized Person	
(a)	PAN	

S. No.	Particulars	To be filled in by the Bidder
(b)	Mobile No.	
(c)	e-Mail ID	
(8)	Total No. of vehicles, including those owned by the bidder itself, as well as associated with it under some arrangement, used for the purposes of intended services	
(a)	Total No. of vehicles owned by the bidder and used for the purposes of intended services	
(b)	Total No. of vehicles associated with the bidder under some arrangement and used for the purposes of intended services	
(9)	Proof of Deposit of Tender Processing Fees 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	
(a)	Amount	Rs.2,000/- (Rupees Two Thousand only)
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	
(10)	Details of EMD – To be submitted in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K	
(a)	Amount	Rs.50,000.00 (Rupees Fifty Thousand only)
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	

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

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.: 06(A) of 2022 for Finalization of Rate Contract for Hiring of Vehicles for Supervision & Monitoring Visits of the Officers/ Officials/ Other Visiting Team(s) of State Health Society, National Health Mission, J&K at its Office in Jammu Division

Sir,

1. I/ We hereby agree to abide by all the terms & conditions laid down in e-Tender Notice No.: 06(A) 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

Sign & Name of Signatory
Designation
Seal of Bidding Entity
alongwith Full address
Contact No.:
e-Mail ID:

Checklist for Bidder(s)

(To be typed on letterhead of bidder)

S. No	Particulars	Page No.
1.	Proof of Deposit of Tender Fee of Rs.2,000/- (To be deposited through online/ RTGS transfer in State Health Society, NHM, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the J&K Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAoLUXURY; MICR Code: 180051023)	
2.	COPY OF EMD of Rs.50,000/- (in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)	
3.	Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by 01 st Class Magistrate.	
4.	Participant's Detail as per annexure 'B'	
5.	Authority letter in favour of authorized signatory, signed by all the Partners/ Members/ Board of Directors, in case bidding entity is registered as Partnership Firm/ HUF/ Company/ Association of Persons/ Society/ Trust/ Union, etc., authorizing the authorized signatory to submit bid(s) in response to this NIT and to make any correspondence in this regard with this office	
6.	Registration Certificate issued by the Department of Tourism/ Transport, Govt. of J&K	
7.	Details of all the Vehicles available with bidder(s), as on date of bidding, for intended services. It shall include details of all the vehicles including those owned for the purpose as well as those associated under some arrangement(s) inter-alia Hired/ Leased/ Joint-Venture/ any other for the purpose, strictly as per annexure 'C'	
8.	Registration Certificate(s) of all the vehicle(s) available with the bidder(s) for intended services, including detail of those vehicle(s) which are already engaged with various Govt./ Semi-Govt. Deptts./ PSUs/ other Organizations/ Institutions, as per annexure 'C'	
9.	Copy(ies) of partnership deed/ any other agreement/ MoU with the registered owner(s) of vehicle(s) which are claimed to be associated with the bidder(s), as per annexure 'C'	
10.	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', alongwith Copy(ies) of Rate Contract(s) and Performance Certificate(s)	

S. No	Particulars	Page No.
11.	PAN Card of Proprietor/ Partnership Firm/ HUF/ Association of Persons/ Company/ Society/ Trust/ Union, etc.	
12.	GST Registration Certificate alongwith latest GST Return 3B for the Month/ Quarter of Feb. 2023/ Dec. 2022, as applicable	
13.	Balance Sheet(s) for preceding three financial year(s) – 2019-20, 2020-21 and 2021-22.	
14.	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).	
15.	Copy of UDYAM Certificate from the Ministry of Micro, Small and Medium Enterprises, or Registration Certificate issued by the Department for Promotion of Industry & Internal Trade (DPIIT) or by the National Small Industries Corporation (NSIC)	
16.	Undertaking as per annexure 'E'	
17.	Checklist as per annexure 'F'	

Important Note(s):

- i) In case, bidding entity is registered as Partnership Firm/ Hindu Undivided Family (HUF)/ Company/ Association of Persons/ Society/ Trust/ Union, etc., **Authority Letter in favour of Authorized Signatory**, signed by all the Partners/ Members/ Board of Directors, to submit bid(s) in response to this SBD and to make any correspondence in this regard with this office, shall have to be uploaded.
- ii) All the above-mentioned documents are for establishing the eligibility of participant(s). For the purpose of evaluation of Technical Proposals, the Procurement Committee may seek clarifications, including historical documents, if any. In such case, NHM J&K may make a written request to concerned Participant(s) to submit such information/ document(s). Any such additional clarification(s)/ information/ document(s) shall be sought before opening of Financial bids.

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

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the bidder(s), in documentary or any other form, by or on behalf of the National Health Mission, Jammu & Kashmir (Procuring Entity), or any of its employees, is provided to bidder(s) on the terms & conditions set out in this bid document and such other terms & conditions subject to which such information is provided to the bidder(s). Whilst the information in this bid document has been prepared in good faith and contains general information in respect of proposed procurement, the bid document is not and does not purport to contain all the information, which the bidder may require.

National Health Mission, J&K, does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid document, or on which this bid is based, or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by the National Health Mission, J&K, to the prospective bidders or any other person. The purpose of the bid document is to provide interested parties with information to assist the formulation of their proposal/ offer. The information contained in this bid document is selective and is subject to updation, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the National Health Mission, J&K, and the base information on which they are made, which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

National Health Mission, J&K, including its employees, make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

National Health Mission, J&K also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document. National Health Mission, J&K may in its absolute discretion, but

without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that National Health Mission, J&K is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the National Health Mission, J&K reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

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