



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

**Name of the Group/ Item:**

Hiring of vehicles for supervision, monitoring and other official visits of the Officers/ Officials of State Health Society, National Health Mission, J&K, Nagrota, Jammu and for Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) in District(s) – Jammu, Reasi and Samba

## **NOTICE INVITING BIDS**

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**E-TENDER NOTICE 01 OF 2018**

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**e-TENDER NOTICE 01 OF 2018**

**Notice inviting e-Bids for finalization of Rate Contract for hiring of vehicles, for supervision, monitoring and other official visits of the Officers/ Officials of State Health Society, National Health Mission, J&K, Nagrota, Jammu and the Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) in District(s) – Jammu, Samba and Reasi**

For and on behalf of the Governor of Jammu & Kashmir State, online tenders are invited from the firms for finalization of Rate Contract for hiring of vehicles for supervision, monitoring and other official visits of the Officers/ Officials of State Health Society, NHM, J&K, Nagrota, Jammu and the Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) in District(s) – Jammu, Reasi and Samba, as per detailed specifications and Terms & Conditions mentioned in this NIT:

S. No.	Description	Cost of Tender Fee	Earnest Money
01	Hiring of vehicles for supervision, monitoring and other official visits of the Officers/ Officials of State Health Society, NHM, Nagrota, Jammu and the Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) in District(s) – Jammu, Samba and Reasi	✓ Rs. 1000/- in the shape of Demand Draft drawn with any of the Scheduled/ Nationalized Bank in favour of National Health Mission, J&K	✓ Rs.1,00,000.00 in the shape of CDR/ FDR pledged to the FA & CAO, NHM, J&K

1. Detailed tender document alongwith terms and conditions can be downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) or [www.jknhm.com](http://www.jknhm.com) or [www.jkhealth.org](http://www.jkhealth.org) from **10.05.2018 (1800 Hrs onwards)**.
2. Pre-bid meeting shall be held in the office of National Health Mission, J&K on **16.05.2018 at 1400 Hrs**.
3. Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website [www.jktenders.gov.in](http://www.jktenders.gov.in) from **17.05.2018 (1400 Hrs) upto 30.05.2018 (1600 Hrs) only**.
4. Technical bids will be opened on **31.05.2018 (1400 Hrs)** in the Conference Hall of State Health Society, NHM, J&K in the presence of tenderers who wish to attend. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
5. Financial bids of bidders qualifying the Technical evaluation shall be opened on later date which will be notified separately.
6. Following documents, in original, should reach in the office of **FA/ CAO, National Health Mission, Jammu** through Regd. Post by or before **30.05.2018 upto 1600 Hrs**:
  - a.) Cost of tender fees in the shape of Demand Draft drawn with any of the scheduled/ nationalized Bank in favour of National Health Mission, J&K;
  - b.) Earnest Money Deposit in the shape of CDR/ FDR pledged to the FA/ CAO, NHM, J&K.
  - c.) Affidavit, in original, on Rs.100/- stamp paper duly attested by **1<sup>st</sup> Class Magistrate** stating that:
    - (i) The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ supplier.
    - (ii) If anything found wrong at any stage, I shall be responsible and deem to any legal action against me.
7. **Complete bidding process will be on-line. Tenderers are not required to submit the price bid in physical form.**

Sd/-

**Financial Advisor & CAO**  
National Health Mission, J&K

No: SHS/NHM/J&K/15-35

Dated: 08.05.2018

**Schedule of critical dates to be observed with respect to notice inviting online bids for finalization of Rate Contract for hiring of vehicles for supervision, monitoring and other official visits of the Officers/ Officials of State Health Society, NHM, J&K, Nagrota, Jammu and the Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) in District(s) – Jammu, Reasi & Samba**

<b>S. No.</b>	<b>Particulars</b>	<b>Date/ Time</b>
1	Date of Publishing RFP	10/05/2018 at 1800 Hrs
2	Start Date of Downloading RFP from Website	10/05/2018 from 1800 Hrs
3	Websites for Downloading RFP	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> , <a href="http://www.jknhm.com">www.jknhm.com</a>
4	Last Date of Downloading RFP from Website	30/05/2018 upto 1600 Hrs
5	Pre-Bid Meeting	16/05/2018 at 1400 Hrs
6	Venue of Pre-Bid Meeting	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
7	Website for Submission of Bids (Technical as well as Financial)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
8	Start Date for Submission of Online Bids	17/05/2018 from 1400 Hrs
9	Last Date for Submission of Online Bids	30/05/2018 upto 1600 Hrs
10	Date of Opening of Technical Bids	31/05/2018 at 1400 Hrs
11	Place of Opening of Technical Bids	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
12	Date of Opening of Financial Bids	To be Notified Separately
13	Tender Fee (including Cost of Tender and Processing Fee) (to be deposited in the shape of Demand Draft drawn with any of the Scheduled/ Nationalized Bank in favour of National Health Mission, J&K)	Rs.1,000/- (Rupees One Thousand only)
14	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K)	Rs.1,00,000/- (Rupees One Lakh only)

**Sd/-**  
**Financial Advisor & CAO**  
**NHM, J&K**

## Instructions to bidders regarding e-tendering process:

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

## Terms and Conditions:

1. **Detailed Scope of Work:** Successful bidder(s) shall have to provide different types of commercial vehicles, alongwith Driver and PoL, as per following detailed scope of work/ requirement:
  - a) Different types of vehicles will be required for supervision & monitoring and official visits of the Officers/ Officials of State Health Society, National Health Mission, Nagrota, Jammu and the Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) in District(s) – Jammu, Samba and Reasi;
  - b) Rates have to be quoted on per Day/ per Month/ per Km basis for the categories of vehicles as per annexure ‘A’, ‘B’ and ‘C’;
  - c) Whereas the vehicles for the Officers/ Officials of State Health Society, NHM, J&K will be on “as and when required” basis, successful bidder has also to provide 2 vehicles, on yearly basis, for each Block in District Jammu/ Reasi and Samba , for Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK). District-wise detail of Blocks is given in annexure ‘D’:

### Note(s):

- i) For Day, bidders have to quote as per daily hours/ Kms, additional charges and night halt charges as mentioned above, However, with respect to per Km/ per Day/ per Month, bidders have to quote single rate.
- ii) Night halt charges will be applicable only if the vehicle will be engaged on Daily basis
- d) Vehicles to be provided for Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK) should be equipped with GPS Devis for real supervision and monitoring of the vehicles and report of the same should be submitted to the State Health Society/ District Health Society(ies) on daily/ weekly/ monthly basis;
- e) Vehicle should run on Diesel/ Petrol and be fitted with AC/ Heater to cater to the need of Summer/ Winter seasons.

2. Bids are to be uploaded under two cover system -

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

1. Scanned copy of Tender Fees
2. Scanned copy of EMD

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

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

3. Scanned Copy of an affidavit on Rs.100/- stamp paper duly attested by **1<sup>st</sup> Class Magistrate** stating that: -
  - a. The firm has not been blacklisted in the past by any Govt./ Private institution of the Country and there is no vigilance/ any other investigating agency, case pending against the firm/ supplier.
  - b. If anything found wrong at any stage, I/ we shall be responsible and deem to any legal action against me.
4. Scanned copies of following documents, in-force at the time of uploading of bids, duly self-attested by the authorized signatory, alongwith seal:
  - a. Registration Certificate issued by the Department of Tourism, Govt. of J&K;
  - b. Contract Carriage Permit (State) issued by the Motor Vehicles Department, Govt. of J&K;
  - c. PAN card of the firm and authorized signatory (in case registered as Partnership Firm/ HUF/ Company/ Society, etc.);
  - d. GST Registration Certificate;

- e. EPF & ESIC Registration Certificate;
- f. Details of all the vehicles associated with bidder, either personally in his/ its own name or in consortium/ any other arrangement, alongwith documents, including Registration Certificate, Insurance, copies of agreement, etc.;
- g. Details of previous work experience, alongwith documentary evidence in the form of performance certificate;
- h. PAN Based copies of ITR for the preceding three financial year(s); and
- i. Tender Document, including Terms & Conditions, duly signed by the bidder/ Authorized Signatory.

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

1. Rates to be submitted by the Bidders – strictly in and as per the BOQ only.
3. **Original** of below-mentioned documents have to be submitted to the office of the FA/ CAO (Chairman), Purchase Committee, State Health Society, NHM, J&K before the last date and date of uploading of bids, that is, upto **1600 Hrs – 30.05.2018**:
  - a) Tender Fee and EMD
  - b) Affidavit
  - c) Self-attested xerox copies of the documents mentioned above at (4)(a) to (i)
4. All the documents attached with the bid should be valid at the time of uploading of bid and shall remain in force for a minimum period of one year from the date of award of contract after finalization of the Rate Contract.
5. Financial bid (Price bid) of only those tenderers shall be opened who will qualify in Technical Evaluation. Date of opening of Financial Bid shall be notified separately.
6. **Rates quoted should be in accordance with the BOQ inclusive of GST/ other taxes and charges.**
7. Price bids should be offered **on-line only**.
8. The Rate Contract coming into force a result of this NIT shall remain valid for a period of **twenty four months** from the date of issuance of rate contract and will be further extendable for a period of 90 days or till such time the new rate contract comes into force, whichever is earlier.
9. State Health Society 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, present market rates and other related factors assessed through survey, etc. by the committee constituted for the purpose. State Health Society will forfeit the EMD of such bidders and will also take appropriate necessary action against such bidders.
10. **Earnest Money Deposit**
  - a) Tender shall have to be accompanied with an Earnest Money Deposit of Rs.1,00,000.00 without which tenders will not be considered as valid. EMD shall be in the form of CDR/ FDR pledged to the FA & CAO, NHM, J&K. Scanned copy of CDR/ FDR shall have to be uploaded alongwith Technical bid and shall have to be deposited, in original, in the office of FA/ CAO (Chairman), Purchase Committee, State Health Society, NHM, J&K before the last date and date of uploading of bids, that is, upto 1600 Hrs – 30.05.2018. EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.
  - b) EMD shall be forfeited when the bidder:
    - i. Withdraws or modifies the offer after opening of tender;
    - ii. Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder;
    - iii. Fails to deposit the security money within the prescribed time;
    - iv. Fails to provide the service as per work order within the time prescribed;
    - v. Violates any terms & conditions of the tender document.

- c) EMD of unsuccessful bidder shall be refunded soon after finalization of the tender whereas it shall be retained in case of successful bidder and treated as security deposit which is to be refunded to the successful bidder after completion of the contract period.
- d) EMD lying with State Health Society in respect of any other tender, awaiting approval or rejected or on account of contracts being completed, shall not be adjusted towards EMD for this tender. The earnest money may, however, be taken into consideration in case tenders are re-invited for the similar work.

**11. Performance Security Deposit:**

- a) Successful bidder(s) will have to deposit Performance Security Deposit of Rs.5,00,000.00 in favour of FA&CAO, State Health Society, NHM, J&K at the time of agreement. The security amount shall in no case be less than the EMD.
- b) EMD of successful bidder shall be adjusted towards Performance Security Deposit (SD) and balance shall be given in the form of CDR/ FDR/ Bank Guarantee favouring FA&CAO, State Health Society, NHM, J&K.
- c) The security shall be refunded after satisfactory completion of contract and after satisfying that there are no dues outstanding against the successful bidder.
- d) It is to be noted that previous earnest money/ security deposit, on account any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this Rate Contract and therefore fresh security deposit is to be furnished.
- e) State Health Society, NHM, J&K will not pay any interest on Performance Security Deposit/ Earnest Money Deposit.

**12. Terms of Payment:**

- a) Payments, on monthly basis, shall be made as per following:

S. No.	Visit By	Payment to be made by
1.	Officers/ Officials of the State Health Society, NHM, J&K	State Health Society
2.	Mobile Health Teams (Of Jammu, Samba & Reasi)	Concerned District Health Society

- b) No advance payments shall be made to the bidder.
- c) 100% payment shall be processed only after receipt of satisfactory certificate verified by the concerned Officer/ Official/ Mobile Health Team along with the bill.
- d) Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the firm.
- e) All bills/ invoices should be raised in triplicate.
- f) State Health Society/ District Health Societies, will also monitor the usage of vehicles through VTMS and in case of any mis-utilization, appropriate necessary action would be initiated/ recommended including levy of penalty, withholding of payments, cancellation of rate contract, forfeiture of EMD/ Performance Security Guarantee 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) Parking and Toll Charges, if any, may be claimed, as per actual, after production of original parking slip(s)/ toll receipt(s).

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

- a) Service Provider has to execute an agreement with the State Health Society/ concerned District Health Society(ies), i.e, Jammu/ Reasi/ Samba, that he will abide by the terms and conditions of the NIT and those laid down by the State Health Society/ respective District Health Society. Service provider shall have to execute an agreement in this behalf, on NON JUDICIAL Stamp Paper of Rs.100/-, with the

- concerned authorities before allotment of contract. Cost of stamp duty shall be borne by Service Provider.
- b) To ensure regular monitoring of the vehicles through GPS and submit the report of the same on daily/ weekly/ monthly basis to the State Health Society/ District Health Society(ies).
  - c) In case of vehicles required for Mobile Health Teams, vehicles will operate from Block Headquarter to the Schools and Aanganwadi Centers in the Blocks as per the Tour Plan and back to respective Block Headquarter.
  - d) Vehicles will remain at the exclusive disposal of State Health Society/ District Health Society and cannot be used by the Service Provider for any other purpose during the period of Rate Contract, except with the prior permission to be obtained from State Health Society/ District Health Society in writing, failing which State Health Society reserves the right to terminate the contract of Service Provider and forfeiture of Security Deposit/ any other payment due to Service Provider.
  - e) Service Provider has to ensure that the vehicles deployed should not be involved in any unlawful activities, prior to and during the course of the Rate Contract, which could malign the image of the Programme/ NHM. In case, at any point of time, it comes to the notice that the vehicles associated with the Programme/ NHM are involved in any unlawful activities, State Health Society reserves the right to terminate all the contracts of Service Provider with immediate effect alongwith forfeiture of Security Deposit/ any other payment due and also recommend/ initiate necessary action against the defaulting Service Provider including black-listing/ debarring of such Service Provider and other legal actions as per the law in force.
  - f) Service Provider shall have to ensure that vehicles provided should not be older than three to five years failing which State Health Society reserves the right to reject the bid/ contract of the Service Provider.
  - g) Service Provider has to ensure regular periodic maintenance of the vehicles, including regular pollution and other check-ups of the vehicle alongwith certification, during the period of Rate Contract failing which State Health Society reserves the right to terminate the Contract of Service Provider and forfeiture of Security Deposit/ any other payment due to Service Provider.
  - h) Service Provider has to provide alternative vehicle in case of breakdown of existing vehicle. Replaced vehicle should be made available within two hours failing which State Health Society/ Mobile Health Team has the right to hire the vehicle from other sources, at the expense of the Service Provider.
  - i) Service Provider has to submit copies of necessary documents of vehicles like Registration Certificate, Insurance, Pollution Certificate of the vehicles, Driving License of the persons engaged alongwith renewals of these documents from time to time in the office of State Health Society/ concerned District Health Society failing which State Health Society/ concerned District Health Society reserves the right to withhold the payment due to the Service Provider.
  - j) Subletting or assigning contract to 3<sup>rd</sup> party, in any case, is not allowed. In the event of Service Provider violating the condition, State Health Society/ District Health Society shall be at liberty to place the contract elsewhere on the Service Provider's account and at his risk. The Service Provider shall be liable for any loss or damage, which the State Health Society/ District Health Society may sustain in consequence or arising out of such replacement of the contract.
  - k) The Service Provider shall carefully examine the terms & conditions. In case of any doubts, he shall refer to the State Health Society/ District Health Society and get clarifications before signing the contract. After signing the documents, no communications regarding change in terms & conditions shall be entertained.



- l) Service Provider is bound to stick on the rates once quoted by him. In addition, he shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract.
- m) Service Provider is required to furnish a declaration that he shall comply with the guidelines issued by various Departments/ Ministries in this regard especially those issued by the Motor Vehicle Department. In case of any loss caused due to violation of these guidelines, State Health Society/ District Health Society may recommend/ take necessary action against the defaulting Service Provider including black-listing/ debarring of such Service Provider and other legal actions as per the law in force.
- n) Service Provider shall be responsible for any direct or indirect liability arising on account of any negligent, rash and impetuous driving by the Driver(s) of the vehicles engaged by it and any loss caused to the State Health Society/ District Health Society(ies) shall have to be compensated by the Service Provider.
- o) Service Provider shall ensure for regular maintenance of log books by the Drivers of the vehicles engaged by it and same shall have to be submitted to the State Health Society/ District Health Society(ies) alongwith the bills.
- p) Service Provider shall be responsible for execution of the contract in full and shall not in any case assign or sub-let approved contract or any part thereof to other party. 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 Earnest money/ CDR/ Security deposits or even debarring/ black listing of the Service Provider. The EMD shall be forfeited if the Service Provider withdraws his tender or revise the prices of his offer within validity period/ refuse to comply the work order placed on him within the validity period of the offer.

**14. Responsibilities of Mobile Health Teams/ District Health Society:**

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

**15. Responsibilities of State Health Society/ District Health Society:**

- a) To communicate Tour Programme well in advance to the Service Provider.
- b) To monitor usage of vehicles in accordance with the Tour Plan and consequent reports submitted by the visiting Officers/ Officials/ Mobile Health Teams, and also the bills submitted by the Service Provider.
- c) To ensure effective utilization of vehicles for successful implementation of Programmes/ Schemes of NHM/ Health Department.
- d) To release payment in favour of Service Provider on timely basis after deduction of statutory dues and after receipt of all the necessary documents including bills duly certified by the visiting Officers/ Officials/ Mobile Health Teams.

**16. Penalties:**

- a) In case of hiring of vehicle of Daily basis, same should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.1,000/- will be imposed on each occasion;

- b) Vehicles should report at the specified reporting 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, penalty as per clause (a) above, will be imposed
- c) In case of 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 other sources, at the expense of the Service Provider.
- d) In case of exigency, State Health Society reserves the right to call the vehicle before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs.1,000/- will be imposed on each occasion.

**17. Disqualification of Bidders/ Service Provider:**

In following circumstances, State Health Society reserves the right to disqualify a bidder, including the Approved bidder:

- i. Direct or indirect canvassing for favour in allotment of contract on the part of bidders or their representative shall disqualify their bids outrightly.
- ii. Approved Bidder/ Service Provider may be disqualified, banned or suspended during the rate contract if:
  - a) fails to execute a contract or fails to execute it satisfactorily;
  - b) 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;
  - c) Suspected to be doubtful loyalty to State;
  - d) The State Vigilance Organization (SVO) or any other Investigating agency recommends such a course in respect of a case under investigation;
  - e) State Health Society or any of its Senior Authorities are prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said Service Provider;
  - f) If any certificate/ documents/ information submitted by the Service Provider is found to be false/ forged/ fabricated;
  - g) If any information furnished by the Service Provider is found to be misleading or not based on facts.

However, said list is indicative and without prejudice to the right of the State Health Society to take appropriate necessary action in any other circumstances not listed above, but warranted such action.

- 18. The technical documents submitted by the firm with the tender form will be opened in public in the presence of tenderers/ firms or their authorized representatives who wish to remain present for the same. Request letter for the purpose shall have to be submitted to the FA&CAO, NHM, J&K by or before 28.05.2018 (upto 1600 Hrs).
- 19. The tenderer/ authorized representatives should point out to the MD NHM regarding embitterment, if any, at the time of opening of tenders. Thereafter the tenderer/ authorized representative will have no legal right to confer or to represent on one ground or the other.
- 20. No conditional tender shall be accepted.
- 21. All the terms & conditions of the tenders should be carefully studied for the sake of submitting complete and comprehensive tender, failing to comply with any of the terms and conditions will lead to rejection of tender, even if it is competitive offer.
- 22. The approved tenderer shall carefully examine the terms & conditions. In case of any doubts, he shall refer to the officer-in-charge and get clarifications before signing the

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

23. Any loss sustained by the department as a result of re-tendering the contract or allotting the same to 2<sup>nd</sup> lowest tenderer due to backing out by the successful bidder, shall be recovered from the defaulting tenderer out of his earnest money/ Security deposit or from any of his pending bills with department, as the case may be. Even if the second lowest tenderer agreed to carry the contract at the rate of first lowest, the earnest money deposit of the first lowest tenderer will be forfeited and he shall have no claim for the same and also shall have no right to raise this issue in any court of law. The same procedure will be adopted in case of second lowest on his default and likewise for 3<sup>rd</sup> lowest.
24. In case of any dispute/ difference or doubts or any other issue that may come up during the course of contract, the matter shall be referred to the office of Mission Director, NHM, J&K who will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission. If the officer designated as Arbitrator fails to dispose off the grievance filed within the period or if the Service Provider or prospective bidder or any other stakeholder is aggrieved by the order passed by the Arbitrator, he/ it may file an appeal before MD, NHM, J&K being the final Appellate Authority in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.
25. Failure of the successful tenderer 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:
  - a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
  - b) Has informed the other party as soon as possible about the occurrence of such an event.
26. 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 Department, agency, Officer or Official of NHM, J&K shall not affect the definitive agreement that results from this Tender 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 the Project unless approved and agreed to by NHM, J&K Authorities.
27. Bidders that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any officer/ official of the State Health Society, NHM, J&K, for getting the project issued in its favour can be disqualified from the process at any stage without any notice in this regard.
28. The information contained in this NIT is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that a bidder requires. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms and 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 websites – [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.jknhm.com](http://www.jknhm.com) and will become part and parcel of the NIT.

29. Purchase Committee, State Health Society is competent and reserves the right to consider, ignore, or reject all or any of the bids received in response to this NIT at any stage, without assigning any reason what so-ever
30. 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.
31. All the Legal proceedings that may arise at any time shall be subject to the exclusive jurisdiction of Courts of J&K State only.

In Acceptance

Sig. & Seal of the Tenderer  
alongwith Full address

## Check-list for the Tenderers

S. No	Particulars	Annexed at Page No. (in manual envelop)
1.	<b>Tender Fee</b> (in the form of DD drawn with any of the scheduled/ nationalized Bank in favour of State Health Society, NHM, J&K payable at Jammu)	
2.	<b>EMD</b> (in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)	
3.	<b>Affidavit</b> on Rs.100/- stamp paper duly attested by 1 <sup>st</sup> Class Magistrate	
4.	Registration Certificate issued by the Department of Tourism, Govt. of J&K	
5.	Contract Carriage Permit (State) issued by the Motor Vehicles Department, Govt. of J&K	
6.	PAN card of the firm and authorized signatory (in case registered as Partnership Firm/ HUF/ Company/ Society, etc.)	
7.	GST Registration Certificate	
8.	EPF & ESIC Registration Certificate	
9.	Details of all the vehicles associated with bidder, either personally in his/ its own name or in consortium/ any other arrangement, alongwith documents, including Registration Certificate, Insurance, copies of agreement, etc.	
10.	Details of previous work experience, alongwith documentary evidence in the form of performance certificate	
11.	PAN Based copies of ITR for the preceding three financial year(s)	

Sig. & Seal of the Tenderer  
alongwith Full address

**Indicative BoQ with respect to the Rates to be Quoted for  
Vehicles on Daily Basis (including cost of Driver, PoL and  
Taxes)**

S. No.	Type of Vehicle	Item Code/ Make	Basic Rate per Day (including Cost of Driver & PoL)	GST/ Any Other Taxes (INR)	Total Rate per Day
<b>A.</b>	<b>Base Segment including Swift Dzire, Hyundai Verna, Honda Amaze, TATA Sumo/ Indica/ Winger, Tempo Traveller, etc.</b>				
	Charges for 11 Hour, subject to a maximum of 110 Kms	Item1			
	Charges beyond 11 Hour or 110 Kms	Item2			
	Night Halt Charges	Item3			
<b>B.</b>	<b>Medium Segment including Tavera/ Scorpio/ Xylo, Bolero, etc.</b>				
	Charges for 11 Hour, subject to a maximum of 110 Kms	Item4			
	Charges beyond 11 Hour or 110 Kms	Item5			
	Night Halt Charges	Item6			
<b>C.</b>	<b>Premium Segment including Innova, etc.</b>				
	Charges for 11 Hour, subject to a maximum of 110 Kms	Item7			
	Charges beyond 11 Hour or 110 Kms	Item8			
	Night Halt Charges	Item9			
<b>D.</b>	<b>Others (Maruti (Omni))</b>				
	Charges for 11 Hour, subject to a maximum of 110 Kms	Item10			
	Charges beyond 11 Hour or 110 Kms	Item11			
	Night Halt Charges	Item12			

Sd/-

**Financial Advisor & CAO**  
National Health Mission, J&K

## Annexure – ‘B’

### Indicative BoQ with respect to the Rates to be Quoted for Vehicles on Monthly Basis (including cost of Driver, PoL and Taxes)

S. No.	Type of Vehicle	Item Code/ Make	Basic Rate per Month (including Cost of Driver & PoL)	GST/ Any Other Taxes (INR)	Total Rate per Month
A.	Base Segment including Swift Dzire, Hyundai Verna, Honda Amaze, TATA Sumo/ Indica/ Winger, Tempo Traveller, etc.	Item1			
B.	Medium Segment including Tavera/ Scorpio/ Xylo, Bolero, etc.	Item2			
C.	Premium Segment including Innova, etc.	Item3			
D.	Others (Maruti (Omni)	Item4			

## Annexure – ‘C’

### Indicative BoQ with respect to the Rates to be Quoted for Vehicles on per Km Basis (including cost of Driver, PoL and Taxes)

S. No.	Type of Vehicle	Item Code/ Make	Basic Rate per Km (including Cost of Driver & PoL)	GST/ Any Other Taxes (INR)	Total Rate per Km
A.	Base Segment including Swift Dzire, Hyundai Verna, Honda Amaze, TATA Sumo/ Indica/ Winger, Tempo Traveller, etc.	Item1			
B.	Medium Segment including Tavera/ Scorpio/ Xylo/ Bolero, etc.	Item2			
C.	Premium Segment including Innova, etc.	Item3			
D.	Others (Maruti (Omni)	Item4			

**District-wise detail of Blocks for which vehicles are required, 2 vehicles per Block, on yearly basis, for Mobile Health Teams under Rashtriya Bal Swasthya Karyakaram (RBSK)**

<b>S. No.</b>	<b>Name of District/ Block</b>
<b>A</b>	<b>District Jammu</b>
1	Block Akhnoor
2	Block Bishnah
3	Block Chowki Chowra
4	Block Dansal
5	Block Kot Bhalwal
6	Block Marh
7	Block Pallanwala
8	Block R.S. Pura
9	Block Sohanjana
<b>B</b>	<b>District Reasi</b>
1	Block Katra
2	Block Mahore
3	Block Pouni
4	Block Reasi
<b>C</b>	<b>District Samba</b>
1	Block Nud
2	Block Purmandal
3	Block Ramgarh

**Sd/-**

**Financial Advisor & CAO**  
National Health Mission, J&K