



MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

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

Fax: 0191-2674114; Telephone: 2674244; e-mail: mdnhmjk@gmail.com

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

Fax: 0194-2470486; 2477309; Telephone: 2477337; e-mail: mdnhmjk@gmail.com

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

Notice inviting online bid(s) for Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for publicity of Various Programmes/ Schemes under National Health Mission in Jammu and Kashmir

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir State, online bids are invited from the firms already registered with Health & Medical Education Department of J&K State for "Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for publicity of Various Programmes/ Schemes under National Health Mission in Jammu and Kashmir" as per detailed specifications and Terms & Conditions mentioned in this Tender document:

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	01.09.2021 at 1400 Hrs
2	Start Date of Downloading RFP from Website	01.09.2021 from 1400 Hrs
3	Websites for Downloading RFP	www.jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading RFP from Website	22.09.2021 upto 1400 Hrs
5	Seek Clarification Start Date	01.09.2021 from 1400 Hrs
6	Seek Clarification End Date	09.09.2021 upto 1600 Hrs
7	Pre-Bid Meeting	11.09.2021 at 1500 Hrs
8	Venue of Pre-Bid Meeting	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
9	Website for Submission of Bids (Technical as well as Financial)	www.jktenders.gov.in
10	Start Date for Submission of Online Bids	14.09.2021 from 1400 Hrs
11	Last Date for Submission of Online Bids	22.09.2021 upto 1600 Hrs
12	Date of Opening of Technical Bids	23.09.2021 at 1100 Hrs
13	Place of Opening of Technical Bids	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
14	Date of Opening of Financial Bids	To be Notified Separately
15	Tender Fee (including Cost of Tender and Tender 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 (IFSC Code: JAKAOLUXURY; MICR Code: 180051023)	<ul style="list-style-type: none">Rs.10,000/- including Rs.1,000/- as Cost of Tender and Rs.9,000/- as Tender Processing FeesFirm(s)/ Bidder(s) Registered as MSME Units are Exempted from Payment of Cost of Tender only. However, there is No Exemption regarding Tender Processing Fees
16	Earnest Money Deposit	<ul style="list-style-type: none">As stated in Standard Bid Document

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



STATE HEALTH SOCIETY,
NATIONAL HEALTH MISSION, JAMMU & KASHMIR

Name of the Group/ Item:

Installation, Printing, Fixing of Vinyl Posters, Flex/
Fabric Banners/ Boards, Glow Sign Boards, Display
Hoardings, including Annual Maintenance of the same,
at different locations for Publicity of various
Programmes/ Schemes under National Health Mission
in Jammu & Kashmir

NOTICE INVITING BIDS

e-TENDER NOTICE 03 OF 2021

e-TENDER NOTICE 03 of 2021

Notice inviting online bid(s) for Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for publicity of Various Programmes/ Schemes under National Health Mission in Jammu and Kashmir

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir State, online bids are invited from the firms already registered with Health & Medical Education Department of J&K State for "Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for publicity of Various Programmes/ Schemes under National Health Mission in Jammu and Kashmir" as per detailed specifications and Terms & Conditions mentioned in this Tender document:

S. No.	Particulars of Tenders	Cost of Tender Fee	Earnest Money
01	Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for Publicity of various Programmes/ Schemes under NHM in Jammu & Kashmir	✓ Rs.10,000/- including Rs.1,000/- as Cost of Tender and Rs.9,000/- as Tender Processing Fees; ✓ Firm(s)/ Bidder(s) Registered as MSME Units are Exempted from Payment of Cost of Tender only. However, there is No Exemption regarding Tender Processing Fees	✓ Rs.1,00,000.00 for General Tenderers ✓ Rs. 5,000.00 for the Firm(s)/ Bidder(s) Registered as MSME Units

- Detailed tender document alongwith terms and conditions can be downloaded from the website www.jktenders.gov.in or www.jknhm.com from **01.09.2021 (1400 Hrs onwards)**.
- Pre-bid meeting shall be held in the Conference Hall of State Health Society, National Health Mission, at Nagrota, Jammu on **11.09.2021 at 1500 Hrs**.
- Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website www.jktenders.gov.in from **14.05.2021 (1400 Hrs) upto 22.09.2021 (1600 Hrs) only**.
- Technical bids will be opened on **23.09.2021 (1200 Hrs)** in the Office of State Health Society, NHM, J&K at Jammu. 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.
- Financial bids of bidders qualifying the Technical evaluation shall be opened on later date which will be notified separately.
- Following documents, in Original, should reach in the office of **State Health Society, National Health Mission, Nagrota, Jammu** by or before **22.09.2021 upto 1600 Hrs**. Purchase Committee shall not be responsible for any delay due to any reason:
 - Bid Security Declaration; and
 - Affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **Notary Public**.
- Complete bidding process will be on-line. Bidders are not required to submit the price bid in physical form.**

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

Schedule of Critical Dates to be Observed with respect to Notice inviting e-Bids for Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for Publicity of various Programmes/ Schemes under National Health Mission in Jammu & Kashmir

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	01.09.2021 at 1400 Hrs
2	Start Date of Downloading RFP from Website	01.09.2021 from 1400 Hrs
3	Websites for Downloading RFP	www.jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading RFP from Website	22.09.2021 upto 1400 Hrs
5	Seek Clarification Start Date	01.09.2021 from 1400 Hrs
6	Seek Clarification End Date	09.09.2021 upto 1600 Hrs
7	Pre-Bid Meeting	11.09.2021 at 1500 Hrs
8	Venue of Pre-Bid Meeting	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
9	Website for Submission of Bids (Technical as well as Financial)	www.jktenders.gov.in
10	Start Date for Submission of Online Bids	14.09.2021 from 1400 Hrs
11	Last Date for Submission of Online Bids	22.09.2021 upto 1600 Hrs
12	Date of Opening of Technical Bids	23.09.2021 at 1100 Hrs
13	Place of Opening of Technical Bids	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
14	Date of Opening of Financial Bids	To be Notified Separately
15	Tender Fee (including Cost of Tender and Tender 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 (IFSC Code: JAKAOLUXURY; MICR Code: 180051023)	<ul style="list-style-type: none"> Rs.10,000/- including Rs.1,000/- as Cost of Tender and Rs.9,000/- as Tender Processing Fees Firm(s)/ Bidder(s) Registered as MSME Units are Exempted from Payment of Cost of Tender only. However, there is No Exemption regarding Tender Processing Fees
16	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, NHM, J&K)	<ul style="list-style-type: none"> Rs.1,00,000.00 for General Tenderers Rs.5,000.00 for Firm(s)/ Bidder(s) Registered as MSME Units

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

Instructions to bidders regarding e-tendering process:

1. The interested bidder can download the notice inviting EoI/ bidding document from the website <http://jktenders.gov.in>.
2. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
4. Bids will be opened online as per time schedule mentioned in the notice inviting EoI.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
6. The State Health Society, J&K will not be responsible for delay in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled and submitted online.
8. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents.
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. Bidders are advised to use “My Documents” area in their user on <http://jktenders.gov.in> e-tendering portal to store important documents like Balance sheet, GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
11. 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.
12. Bidders 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 <http://jktenders.gov.in>.
14. **Scanned copies of the below mentioned documents shall be attached from My Document area for tenderers.**
 - a. PAN Card
 - b. GST Registration Certificate
 - c. Average Annual Turnover Certificate for Last Three Financial Years
 - d. ITRs/ Performance Certificates/ Other Documents

Terms and Conditions:

1. **Scope of Work:** Indicative scope of work shall include, **but Not Limited to, the following(s):**

A) Installation of Digitally Printed Vinyl Laminated Sun-boards (5 mm) and Vinyl Posters at various Locations in Jammu & Kashmir Division(s) [Item S. No. (1) & (2) of BoQ]:

- a) Sun-board (5 mm), Make: LG Hausys, SRF, Max Flex, Sunlex, Pioneer, Apollo, Megasign, Triputi, Allura International and Imaging Systems Ltd. or ISO Certified Company of Sun-boards for Framing of Vinyl Posters
- b) Vinyl material of 100 Microns, Make: 3M Ltd, LG Hausys, Max Flex, SRF, SG, Print delta, Printec, Avery, Star Flex or an ISO Certified Company. The material is specially made for full wrap of all kinds of Glasses/ Vehicles/ Fleets & Aluminum Partitions etc. with Eco Solvent Digital Printing.
- c) Preparation of Digitally Printed Vinyl Laminated (5 mm) Sun-boards material makes Alura, Pioneer or Triputi or an ISO Certified Company
- d) Artwork, size and requirement of (G.S.B) as provided by the IEC Section of State Health Society, NHM, J&K.

B) Installation of Glow Sign Boards (G.S.B) with Backlit Flex (470 GSM) at various Locations in Jammu & Kashmir Division(s) [Item S. No. (3) of BoQ]:

- a) Single Side Back Lit Board (SSBB) or (G.S.B.)
- b) Depth of Box = 6"
- c) 1" x 1" Square pipe to fix Backlit Flex at frame.
- d) G.I Box 35 MM Galvanized sheet along with angle iron required to be fixed at site.
- e) Backlit Fabric (470 GSM), Make: 3M Ltd, LG Hausys, Max Flex, Star Flex, Sunlex & SRF with 3 pass solvent printing.
- f) Vinyl materials 100 Microns, Make: 3M, LG Hausys, Max Flex, SRF, SG, Print Delta, Printec, Avery, Star Flex or an ISO Certified Company.
- g) Copper ballast Orient/ Philips/ Havells make only.
- h) Tube light has to be Orient/ Philips/ Surya/ Havells make only
- i) There should be sufficient no's of tube lights to be provided so far as to be ensuring at least one tube light at per (4 Sq. Ft) area.
- j) Eco Solvent Digital Printed Vinyl pasted on top, bottom & both Sides of panel for better light reflecting properties.
- k) 3/20 ISI mark wires to be used for connections make Anchor, Surya, V-Guard or Havells.
- l) One copper ballast and one starter to be used in each set of tube light fittings.
- m) Size of the Glow signboards may vary as per requirements of Installation Sites.
- n) Artwork, size and requirement of (G.S.B) as provided by the IEC Section of State Health Society, NHM, J&K.

C) Installation of Front-lit Hoardings with (1" X 1" Sq. Inch) Iron Pipe Frame with Weight upto 3 Kg at various Locations in Jammu & Kashmir Division(s) [Item S. No. (4) & (5) of BoQ]:

- a) Front-lit Boards with Textile Fabric 220 GSM
- b) Front-lit Boards with Blackout Flex 320 GSM

D) Printing of Flex Banners [Item S. No. (6) & (7) of BoQ]:

- a) Textile Fabric banners (220 GSM) with Eye Lids at all corners
- b) Blackout Flex Banners (320 GSM) with Eye Lids at all corners

E) Installation of New Permanent Hoardings of Size – 10' x 20' with Complete Iron Structure [Item S. No. (8) & (9) of BoQ]:

- a) Permanent Flex Hoarding(s) with One New Printed Textile Fabric Banner (220 GSM)
- b) Permanent Flex Hoarding(s) with One New Printed Blackout Flex Banner (320 GSM)

F) Replacement of Existing Damaged Hoardings at various Locations in Jammu and Kashmir Division(s) [Item S. No. (10) & (11) of BoQ]:

- a) Replacement of existing damaged hoardings with new Iron Structure including one new Printed Textile Fabric Banner (220 GSM);
- b) Replacement of existing damaged hoardings with new Iron Structure including one new Printed Blackout Flex Banner (320 GSM)

G) Annual Maintenance Contract (AMC), with Two (2) Replacements in a year, for all Existing Hoardings of Size – 10' x 20'. AMC includes Maintenance of all Items of Iron Structure of Hoardings, i.e., Guiders, Angles & all Spare Parts of the structure at various locations in Jammu and Kashmir Division(s) [Item S. No. (12) of BoQ]. Interval between two (2) replacement(s) will be decided by the IEC/ BCC Programme Division of State Health Society NHM J&K, in consultation with the Nodal/ In-charge Officer(s) of respective Healthcare Facility(ies), if required.

H) Vinyl Laminated Sun-boards (5 mm)/ Glow Sign Boards/ AMC of Flex Hoardings/ Replacement of Old Damaged Flex Hoardings and Installation of New Permanent Flex Hoardings should have Comprehensive On-site Warranty for a period of six (06) months. In case of any flex, textile fabric, vinyl boards or G.S.B., found to be sub-standard/ poor quality, should be replaced with New One - Free of Cost at sites within stipulated time period.

I) All the above-mentioned items should bear minimum outdoor life of six (06) months, which shall be monitored by the concerned Officers of respective Health Facilities at State/ Divisional/ District/ Block level during periodical checks. In case of any premature failure of flex/ textile fabric/ vinyl board or G.S.B., successful bidder has to replace the same free of cost within prescribed time. In case of any delay, cost of material shall be deducted from his pending bills alongwith forfeiture of Performance Security Deposit.

J) In case of damage to Vinyl Boards/ Glow Sign Board/ Front-lit Board/ Permanent Flex Hoarding reported from the health facility, same shall be repaired/ fixed within one week from the date of bringing defect to the notice of successful vendor, failing which Penalty @ Rs.500/- per day per board/ hoarding, subject to maximum Rs.5,000/- per board/ hoarding, shall apply. In case, defect/ damage is not rectified within fifteen (15) days, necessary action, including cancellation of Rate Contract and forfeiture of EMD/ Performance Security Deposit, shall be initiated against successful bidder by the State Health Society NHM J&K.

K) Any replacement under Warranty Clause shall be made by the successful bidder free of all charges including freight, and other labour charges throughout the contract period.

2. Online bids shall have to be submitted under Two Cover System:

A. Cover 1st - Technical Cover: Scanned copy(ies) of **all the following document(s)**, in-force at the time of uploading of bid(s), duly self-attested by the authorized signatory, alongwith seal and date:

1. Payment of Tender Fees;
2. Bid Security Declaration [as per annexure 'VI'];
3. Affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **Notary Public** - as per 3(b) below
4. Checklist for Bidder(s) – **Annexure 'I'**;
5. Undertaking - **Annexure 'II'**;
6. Details of bidder(s) - **Annexure 'III'**
7. Other document(s), inter-alia -
 - a. PAN card of bidding entity viz., Proprietor/ Firm/ Company, etc. and its authorized signatory (in case the bidding entity is a Partnership Firm or Company);
 - b. In case of Partnership Firm/ Company/ Society/ Hindu Undivided Family/ Association of Persons/ Body of Individuals, copy of Authorization/ Board resolution, signed by all the Partners/ Directors/ Members in favour of 'Authorized Signatory' to sign &

participate in bidding process, on behalf of bidding entity. Such 'Authorized Person' should have the capacity to bind the bidding entity;

- c. GST Registration Certificate;
- d. MSME/ Udyog Aadhar/ Udyam Registration Certificate;
- e. Average annual turnover certificate, issued by the Chartered Accountant, with average annual turnover of last three financial years not less than Rs.1.00 Crore;
- f. ITR(s) of last three financial year(s) viz., 2017-18 (A.Y. – 2018-19), 2018-19 (A.Y. – 2019-20) and 2019-20 (A.Y. – 2020-21);
- g. Latest GST Return 3B, i.e., for the month of July 2021/ Quarter ended on June 2021;
- h. Detail(s) of experience in dealing with Govt. Agencies/ Departments/ PSUs, with respect to similar line of business, during preceding 5 years, alongwith documentary evidence(s) with respect to the claims made – **Annexure 'IV'**; and
- i. Detail(s) of Item(s) Quoted – Annexure 'V'

B. Cover 2nd - Financial Cover:

1. Rates have to be submitted by the tenderers in BOQ only.
3. Following documents, in original, should reach in the office of **State Health Society, National Health Mission, Nagrota, Jammu – 181221** by or before **22.09.2021 upto 1600 Hrs.** Purchase Committee shall not be responsible for any delay due to any reason:
 - a.) Bid Security Declaration [as per annexure 'V']; and
 - b.) Affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **Notary Public** stating that:
 - a. Bidding entity, including its Proprietor/ Partner(s)/ Member(s), has not been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country;
 - b. There is no action or suit or proceeding or investigation pending against the bidding entity, or its Proprietor/ Partner(s)/ Member(s), 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 intended procurement by State Health Society NHM J&K in any manner whatsoever; and
 - c. If anything is found wrong at any stage, bidding entity, and its authorized representative, shall be responsible and deem to any legal action against it by the State Health Society, in addition to other recourses inter-alia forfeiture of EMD/ Performance Bank Guarantee submitted/ to be submitted in response to this NIT/ Contract, recommendation(s) for debarring/ black-listing, etc.
4. **Eligible Bidders:** Prior to submission of bids, bidder shall ensure that it –
 - a) Should be already registered with any of the Department under the ambit of Health & Medical Education Department, J&K;
 - b) Should have minimum 5 years' working experience of similar line of business in dealing with Govt. Agencies/ Departments/ PSUs;
 - c) Should have average annual turnover of last three financial years not less than Rs.3.00 Crore from the similar business. Average Annual Turnover Certificate, issued by the Chartered Accountant has to be uploaded.
5. **Preparation and Submission of Bid(s):**
 - a) Bidder(s) shall have to bid for all components taken together. In case of any item being quoted as 'Nil', or not quoted, it will be presumed that the bidder will be providing the said item(s) without any additional charge(s) on Free of Cost basis;

- b) Bidder(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions set forth in the Standard Bid Documents (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;
- c) Specifications in bid should not differ with the NIT specifications, otherwise bid may liable to be rejected;
- d) It will be the responsibility of bidder(s) to mention any special offer(s) clearly in the technical bid only;
- e) All the documents uploaded by bidder(s) should be self-attested by the authorized signatory alongwith seal of the bidding entity. Unsigned/ unstamped documents are liable to be rejected outrightly without any further correspondence in this behalf;
- f) In addition to signatures & seal, bidder(s) shall ensure that every page uploaded by it should be duly numbered and reference of the same shall be given in the check-list to be uploaded by the bidder(s) as per SBD. Any un-numbered page(s) and/ or those without any reference in the checklist, will be considered as 'Immaterial' and will not be considered during technical evaluation of bid(s);
- g) All the documents uploaded by the bidder should be valid and in-force at the time of uploading of bid;
- h) Complete bidding process will be on-line through e-Procurement Portal of Jammu & Kashmir viz., www.jktenders.gov.in. Bidder(s) have to upload bid(s), both technical/ financial, on the said portal;
- i) Bidder(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at bidders' own risk and make the bid(s) 'Non-Responsive';
- j) Bidder(s) shall provide all the information sought under this SBD. Tendering Committee will evaluate only those bids that are complete in all respect. Incomplete and/ or conditional bids may be liable for rejection outrightly;
- k) In view of bidder(s) uploading unwarranted documents, it is strictly enjoined upon all the intended bidder(s) to upload only the requisite documents called for in this SBD, failing which its bid shall be treated as 'Non-Responsive';
- l) Conditional bid(s) shall not be entertained;
- m) All terms & conditions of the NIT should be carefully studied for successful submission of complete and comprehensive bid. Failing to comply with any of the terms & conditions will lead to rejection of bid, even if it is the most competitive offer.

6. Clarifications and Pre-Bid Meeting:

- a) To address the queries/ concerns of intended bidders, a Pre-bid Meeting has been scheduled in the office of State Health Society NHM J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu on **11th September 2021 at 1500 Hrs.** However, all the intended bidder(s) are advised to keep themselves updated with the date & time fixed for Pre-bid meeting, including any changes regarding the same;
- b) Any intended bidder(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 **09th September 2021 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;
- c) Queries shall be clearly stated mentioning the content, terms & conditions/ clause No., alongwith relevant page No. of SBD, and the concern(s) of intended bidder(s), alongwith suggestion(s) if any;
- d) Intended bidders, including all other stakeholders, are free to raise queries/ concerns relating to the NIT. However, queries should clearly spell the rationale for 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 bidders, from discussing genuine queries;
- e) Bidder(s)/ authorized representative(s) should point out to the Tender Inviting Authority regarding embitterment, if any, in writing by or before **09th September 2021 upto 1600 Hrs.** Thereafter, bidder(s)/ authorized representative(s) will have no legal right to confer or

to represent on any ground. No representation shall be allowed, accepted and entertained after the pre-bid meeting;

- f) Tender Inviting Authority at its sole discretion may also hold further discussions with the intended bidder(s), or its authorized representatives, to finalize any other issue(s) related with the project. This would be common for all the intended bidder(s);
- g) In the likelihood of participation from vendor(s)/ service provider(s) across J&K as well as other parts of the Country, in addition to hosting Pre-bid meeting in physical form, virtual platform can also be added based on the requests from any such intended participant(s). Request(s) for virtual link for the Pre-bid meeting, alongwith query(ies), if any, be submitted on the e-mail ID: mdnhmjk@gmail.com till **09th September 2021 upto 1600 Hrs.**

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

- a) All the queries/ concerns of intended bidder(s), received by 09th September 2021 upto 1600 Hrs, will be examined by the Tendering Committee and 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 post pre-bid meeting, shall be the integral part of terms & conditions of SBD and will be published on the website(s): www.jktenders.gov.in and www.jknhm.com;
- c) All the intended bidder(s) are advised to **submit bid(s) only after 14th September 2021**, as per the terms & conditions of original SBD read with the clarifications/ modifications/ amendments issued, if required to be issued. All these clarifications/ modifications/ amendments shall also be uploaded, after duly signed and stamped, with the bid document by the bidder;
- d) To allow reasonable time to intended bidder(s) for taking into consideration the clarifications/ modifications/ amendments issued post pre-bid meeting, and accordingly prepare its bid(s), the 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 addendum uniformly for all bidders. All such addendums will be published on the website(s) – www.jktenders.gov.in and www.jknhm.com;
- e) All the intended bidder(s) are advised to remain updated through above-mentioned website(s). State Health Society, NHM, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of intended bidder(s) to keep themselves updated through these websites.

8. Bid Validity Period and Extension thereof:

- a) Bid(s) submitted by bidder(s) shall remain valid for a period of 180 (One Hundred and Eighty) days from the last date for submission of online bid(s);
- b) In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request the bidder(s) to extend the period of validity for a specified additional period, not exceeding 90 (Ninety) days from the expiry of original bid validity date. All the communication(s) in this regard, including request of Tender Inviting Authority and the bidder's response shall be in writing;
- c) In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such bidder(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected;
- d) Bid validity period of the approved bidder shall be automatically extended till the date on which the Agreement is signed.

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

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

11. Earnest Money Deposit (EMD):

- a) In reference to Office Memorandum issued by Procurement Policy Division of the Department of Expenditure, Ministry of Finance, vide No.: F.9/4/2020-PPD dated: 12th November 2020 and applicable till 31/12/2021, all the participating bidder(s) are required to furnish '**Bid Security Declaration**' in lieu of Earnest Money Deposit.
- b) Proforma for submission of 'Bid Security Declaration' is given in annexure '**VI**'.
- c) This Bid Security Declaration shall remain valid, unless otherwise executed/ cease to be effective, till earlier of the following(s):
 - i) Completion of Bid Validity Period, or any extension thereof, as defined in clause (8) of the Terms & Conditions mentioned in this SBD; or
 - ii) Finalization of bid(s) followed by Signing of Contract/ Agreement and submission of Performance Security Guarantee by the approved Bidder(s).
- d) Without prejudice to all other right(s) and/ or remedy(ies) that remain available to the Tender Inviting Authority as per the SBD and/or the agreement, or otherwise, this Bid Security Declaration confers upon the Tender Inviting Authority the right(s) to debar/ blacklist/ disqualify my/ our firm/ company from ongoing bid, as well as further bid(s) to be invited by the Deptt., for a period of three (3) years from the 'Effective Date' to be notified by the Tender Inviting Authority in this behalf, in any one or more of the following circumstance(s):
 - i) If I/ We 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, or after opening of bids;
 - ii) If I/ We 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 me/ us is incorrect, false, misleading or forged;
 - iv) If after being approved as 'Successful Bidder, I/ We -
 1. fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the rate contract;

2. fails to execute the agreement within the specified time or extended time by Competent Authority on the request of the bidder;
 3. fails to deposit the Performance Security Deposit within the prescribed time;
 4. fails to supply material as per the rate contract/ agreement within the time prescribed; or
 5. violates any terms & conditions of the tender document/ agreement.
- e) In case Tender Inviting Authority decides to terminate the bidding process at any stage, this Bid Security Declaration shall cease to have any effect from the date of such termination.

12. Opening of Bids:

- 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 **23rd September 2021 at 1100 Hrs;**
- b) Financial bid of only those bidder(s) shall be opened who will qualify in technical evaluation. Date of opening of Financial Bid shall be notified separately;
- c) To facilitate smooth and effective evaluation of bids, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarifications in writing from any bidder regarding its bid. Notwithstanding anything contained in the SBD, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the bid(s). At any point in time during the bidding process, if required by the Authority, it is the bidders' responsibility to provide required evidence with respect to its eligibility as per the terms of SBD, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the bid;
- d) Bid(s) shall be deemed to be under consideration immediately after they are opened and remain so till official intimation of award/ rejection to the bidders. While bids are under consideration, bidders, its authorized representatives or other interested parties are advised to refrain, save and except as required under SBD, from contacting by any means, any Officer/ Official of NHM, J&K on matters related to the bid under consideration.

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

- a. After finalization of bid(s), and subsequent approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful bidder(s);
- b. Within 15 (Fifteen) days from the date of issuance of LoI, successful bidder shall have to submit original copy of acceptance of the same, duly stamped and signed by the Authorized Signatory, to FA&CAO NHM J&K and shall have to execute an agreement in this regard with the National Health Mission, J&K. Stamp duty, if any, payable on the agreement shall be borne by the successful bidder;
- c. Successful bidder shall be party to the Agreement as a 'Confirming Party'. Successful bidder shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained;
- d. In case, agreement is not executed within 30 (thirty) days of acceptance of LoI, the Tender Inviting Authority reserves the right to terminate the bidding process and may invite fresh bids. In such case, entire bid security submitted by the successful bidder shall be forfeited;
- e. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful bidder within the stipulated time period, shall be recovered out of its EMD. Even if the 2nd lowest bidder agrees to carry out the contract at the rate of 1st lowest, EMD of 1st lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

14. Performance Bank Guarantee (PBG):

- a. Successful bidder, for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Bank Guarantee (PBG), in favour of FA & CAO

State Health Society NHM J&K, @ **3% of Supply Order**, to be submitted within one week from the date of issuance of Supply Order. However, successful bidder(s), if so intends, will be at liberty to furnish one-time Performance Bank Guarantee (PBG) of Rs.2,00,000.00 (Rupees Two Lakhs only) in favour of FA & CAO State Health Society NHM J&K at the time of execution of agreement;

- b. PBG can be in the form of unconditional, unequivocal and irrevocable Bank Guarantee/ FDR/ CDR issued by any Scheduled/ Nationalized Bank;
- c. PBG shall remain in force till six (6) months after completion of the Contract period as defined in the agreement executed in this behalf;
- d. PBG shall be refunded after satisfactory completion of contract and after satisfying that there are no dues outstanding against the successful bidder;
- e. 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;
- f. State Health Society, NHM, J&K will not pay any interest on PBG;
- g. PBG may be forfeited, wholly or partially, in case the successful bidder -
 - i) fails to supply the material as per the rate contract/ agreement within the time prescribed; or
 - ii) violates any terms & conditions of the NIT/ agreement;
- i. In case Tender Inviting Authority decides to terminate the Contract at any stage, it will promptly release PBG after satisfying that there are no dues outstanding against the successful bidder.

15. Validity of Rates:

- a) Rates coming into force as the outcome of this NIT shall remain valid for a period of Twelve (12) Months from the date of Issuance of Rate Contract and are extendable upto a period of 90 days, or till such time the new Rate Contract comes into force, whichever is earlier;
- b) Rates quoted shall be in accordance with BoQ inclusive of GST/ other taxes and all other charges;
- c) Rates quoted shall be F.O.R. – Jammu/ Kashmir Divisional Stores of State Health Society NHM J&K;
- d) The successful bidder is bound to stick on the rates quoted by him. In addition, it shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions of the contract/ agreement executed in this behalf.
- e) Rates coming into force as the outcome of this NIT shall remain fixed during the entire period of Contract, including the extended period, if any;
- f) Rates coming into force as a result of this tendering process shall in no event exceed the rates charged by successful bidder from any other person(s)/ organization(s) during the period of Rate Contract. If at any time during the currency of contract period with State Health Society NHM J&K, successful bidder offers lower price(s) for instant items under this Contract, he shall forthwith notify such reduction to this office and the price applicable, after the date of coming into force of such reduction, shall stand correspondingly reduced. Any failure on part of successful bidder to notify such change to State Health Society NHM J&K may lead to imposition of penalty(ies) besides forfeiting the EMD/ other payments due in favour of successful bidder under this Rate Contract.

16. Supply of Material:

- b. Successful bidder(s) shall have to supply material as per approved specification(s), failing which supply(ies) are liable to be rejected;
- c. The successful bidder shall be responsible for execution of 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 may be imposed for any deviation from contractual obligation on merits of each case. The same shall be in addition to other recourses available to State Health Society, NHM, J&K inter-alia forfeiture of Earnest Money Deposit/ withholding of payments pending with State Health Society or even debarring/ blacklisting the bidder;

- d. Time specified in the Supply Order shall be deemed to be the Essence of Contract and the successful bidder shall have to supply the material within the stipulated period mentioned in the Supply Order issued by the State Health Society;
- e. If the successful bidder requires an extension of time in supply of material on account of occurrence of any hindrance, he shall apply in writing to FA & CAO, NHM, J&K who has placed the Supply Order, but not after the last date stipulated in the Supply Order. However, mere applying for extension does not mean that extension shall be granted. It shall be discretionary on the part of the FA & CAO taking into account the reason(s) for delay in execution of supplies/ circumstances warranting such extension and receipt of comments from the concerned Programme Division of State Health Society, NHM, J&K. The Decision of the Competent Authority shall be final in this regard and binding on all the party(ies);
- f. Completion period may be extended with or without liquidated damages. If the delay is on account of hindrances beyond the control of successful bidder, to be conveyed to State Health Society NHM J&K, extension in delivery/ supply period may be granted without liquidated damages. However, in case of delay on account of avoidable measures/ without seeking approval from the State Health Society, liquidated damages, calculated on following percentage(s) of value of Supply Order, may be imposed in case of delayed supply(ies):

S. No.	Delay	Liquidated Damages (as %age of Value of Supply Order)
(a)	Delay up to 1/4 th period of prescribed completion period	2.5%
(b)	Delay exceeding 1/4 th but not exceeding 1/2 of prescribed completion period	5%
(c)	Delay exceeding 1/2 but not exceeding 3/4 th of prescribed completion period	7.5%
(d)	Delay exceeding 3/4 th of prescribed completion period	10%

- g. Fraction of a day in reckoning the period of delay in execution of Supplies shall be eliminated if it is less than half a day;
- h. Maximum amount of agreed liquidated damage shall be 10%.

17. Terms of Payment:

- a) Invoice(s), in **Triplicate**, shall have to be submitted in the office of State Health Society, National Health Mission, **Nagrota (Jammu)/ Old Secretariat (Srinagar)**;
- b) Payment shall be made after verification of bills by the concerned Programme Division of State Health Society, NHM, J&K on the basis of verification report(s) received from concerned Nodal/ In-charge Officer(s) of respective Healthcare Facility(ies)/ State Health Society, and after deducting the Statutory Dues, if any;
- c) No advance payments shall be made;
- d) Payment shall be made by PFMS. Expenses on this account, if any, shall be borne by the successful bidder.

18. Cancellation/ Termination of Rate Contract: State Health Society NHM J&K, after seeking comments from the concerned programme Division(s), may terminate the contract if the approved Service Provider:

- i. withdraws/ modifies its offer after acceptance;
- ii. fails to execute the agreement and furnish the required Performance Bank Guarantee within the stipulated time;
- iii. fails to provide the intended supply(ies) as per the scheduled timeline;
- iv. supply(ies) defective/ sub-standard material;
- v. fails to fulfil any other contractual obligations;
- vi. violates any of the terms & conditions of the Contract;
- vii. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency;

- viii. upon any enquiry initiated by the Mission Director, NHM, J&K, on receipt of any written complaint, found to be involved in corrupt or fraudulent practices in competing for or in during execution of Contract.
- a) In addition to above-mentioned circumstances, State Health Society NHM J&K reserves the right to terminate, by prior written notice, the whole or part of the Contract/ Work order. The notice of termination shall specify that termination is for Deptt.'s convenience, the extent to which performance of work under the Contract/ work Order is terminated and the date from which such termination becomes effective.
- b) Cancellation/ Termination of the project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard;
- c) In case of cancellation/ termination of Contract, State Health Society NHM J&K will have the right to ensure similar supply(ies) from next eligible bidder. In addition, State Health Society NHM J&K may impose any such obligation(s) and condition(s), as deemed necessary, on the successful bidder who shall have to abide by the same;
- d) Any loss sustained by State Health Society NHM J&K, as a result of re-tendering the contract or allotting the same to 2nd lowest bidder, due to backing out by the successful bidder, shall be recovered from the defaulting bidder out of its Security deposit or from any of its pending bill(s), as the case may be. Even if the 2nd lowest bidder agrees to carry out the contract at the rate of 1st lowest, Security Deposit of 1st lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law. The same procedure will be adopted in case of 2nd lowest on its default and likewise for 3rd lowest.

19. Arbitration:

- a. **Dispute:** Either party, including Purchase Committee of State Health Society NHM J&K and the successful bidder, 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 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 Party(ies).
- 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 Jammu & Kashmir.
- h. **Venue of Arbitration:** Venue of arbitration shall be the place from where contract has been issued

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

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

21. 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, but in any case not later than forty eight (48) hours from occurrence, about the occurrence of such an event.
- c) For avoidance of any ambiguity, it is expressly clarified that following event(s) shall not qualify under "Force Majeure":
 - i. Failure on part of the approved Service Provider to implement any Disaster Contingency Planning, Back-up and other Data Safeguards in accordance with the terms & conditions of the Contract, even though against natural disaster, fire, sabotage or other similar occurrence;
 - ii. Any negligence in performance of services, which directly causes any breach of security like hacking, etc.

22. Fraud and Corruption: *The bidders and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution and refrain from Fraud and 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*” which means the misappropriation of property belonging to another party.
- b. Rejects a proposal for award if State Health Society NHM J&K determines that the firm(s) or individual bidder(s) recommended for award of Contract, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the State Health Society NHM J&K determines at any time that representatives of the bidder(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 bidder(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. Pursuant to these Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures, may sanction a firm(s) or individual(s), either indefinitely or for a stated period of time, including by publicly declaring such firm(s) or individual(s) ineligible (i) to be awarded or otherwise benefit from any contract; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded any contract;
- 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.

23. Miscellaneous:

- a. Approved bidder 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;
- b. 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.

- c. Bidders that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour can be disqualified from the process at any stage without any notice in this regard.
- d. The information contained in this NIT is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that bidders require. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on the respective website(s) – www.jktenders.gov.in and www.jknhm.com and will become part and parcel of this NIT.
- e. 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 submitted by any bidder; and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information submitted by any bidder
- f. 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;
- g. The bidding process shall be governed by, and construed in accordance with, the Laws of India and the Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

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

I/ We have read the above terms & conditions and I/ We agree to abide myself/ ourselves by the above terms & conditions of the NIT.

In Acceptance

Sig. & Seal of Bidder/
Authorized Representative
alongwith Date & Contact No.:

Checklist for Bidders

S. No.	Particulars	Page No.
1.	Tender Fee - Rs.10,000/- including Rs.1,000/- as Cost of Tender and Rs.9,000/- as Tender Processing Fees. Firm(s)/ Bidder(s) Registered as MSME Units are Exempted from Payment of Cost of Tender only. However, there is No Exemption regarding Tender Processing Fees (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKAOLUXURY; MICR Code: 180051023)	
2.	Bid Security Declaration (as per Annexure 'Vi')	
3.	Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary Public	
4.	Undertaking - Annexure 'II' (to be typed on letterhead of bidder)	
5.	Detail of Bidder(s) - Annexure 'III' (to be typed on letterhead of bidder)	
6.	Registration Certificate issued by any of the Department under the ambit of Health & Medical Education Department, J&K	
7.	PAN Card of the bidding entity viz., Firm/ Company, etc. and its Authorized Signatory	
8.	In case of Partnership Firm/ Company/ Society/ Hindu Undivided Family/ Association of Persons/ Body of Individuals, copy of Authorization/ Board resolution, signed by all the Partners/ Directors/ Members authorizing the 'Authorized Signatory' to sign & participate in the bidding process, on behalf of the bidding entity. In addition, the 'Authorized Person' should be having the capacity to bind the binding entity	
9.	GST Registration Certificate	
10.	MSME/ Udyog Aadhar/ Udyam Registration Certificate	
11.	Average Annual Turnover Certificate, issued by the Chartered Accountant, with Average Annual Turnover of last three Financial Years not less than Rs.1.00 Crore	
12.	ITR(s) of last three financial year(s) viz., 2017-18 (A.Y. – 2018-19), 2018-19 (A.Y. – 2019-20) and 2019-20 (A.Y. – 2020-21)	
13.	Latest GST Return 3B, i.e., for the month of July 2021/ Quarter ended on June 2021	
14.	Detail of Work Experience with Govt. Agencies/ Departments/ PSUs during Previous Five (5) Financial Years, alongwith documentary evidence(s) - Annexure 'IV' (to be typed on letterhead of bidder)	
15.	Detail(s) of Item(s) Quoted – Annexure 'V' (to be typed on letterhead of bidder)	

Sig. & Seal of the Bidder/
Authorized Representative
Contact No.:
e-Mail ID:

UNDERTAKING

(To be typed on letterhead of bidder)

To

The Mission Director,
National Health Mission,
Jammu and Kashmir

Subject: Undertaking regarding e-NIT No.: 03 of 2021 for Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for Publicity of various Programmes/ Schemes under National Health Mission in Jammu & Kashmir

Sir,

1. I/ We, before signing this bid, have read and fully understood all the terms & conditions, and other instructions, stipulated in this Standard Bid Document (SBD) with respect to e-NIT No.: 03 of 2021, and undertake myself/ ourselves to unconditionally abide by all these terms & conditions.
2. I/ We declare that my/ our financial position is sound, and I/ We are competent to execute the work order(s)/ supply(ies) as & when allotted in my/ our favour.
3. I/ We declare that I/ We will not ask/ expect any financial assistance from the State Health Society, NHM, J&K, or any of its peripheral Agency(ies).
4. I/ We will execute the supplies strictly in accordance with the approved specifications, if approved in my/ our favour

In Acceptance

of

Sig. & Seal of the Bidder/
Authorized Representative
Contact No.:
e-Mail ID:

Detail of Bidder

(to be typed on the Letter-head)

S. No.	Particulars	To be filled in by the Bidder
(1.)	Name of Bidding Entity	
(a)	Date of Establishment/ Incorporation of Bidding Entity	
(b)	Registration No. issued by any of the Deptt. under Health & Medical Education Department	
(c)	PAN	
(d)	GST No.	
(2)	Office Address	
(3)	Telephone No.	
(4)	Mobile No.	
(5)	FAX No.	
(6)	e-Mail ID	
(7)	Authorized Person	
(a)	PAN	
(b)	Mobile No.	
(c)	e-Mail ID	
(8)	Proof of Deposit of Tender Fees	
(a)	Amount	Rs.10,000/- (Rupees Ten Thousand only)
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	

In Acceptance

Sig. & Seal of the Bidder/
Authorized Representative
Contact No.:
e-Mail ID:

Detail of Work Experience with Govt. Agencies/ Departments/ PSUs during Previous Five (5) Financial Years

(To be typed on letterhead of bidder)

S. No.	Name of Govt. Agency/ Department/ PSU	Year of Working	Details of Work Order(s)	Quantity/ Units	Contract Value (in Lakhs)

(Documentary evidence with respect to above-mentioned claims, if any, has to be submitted)

In Acceptance

Sig. & Seal of the Bidder/
Authorized Representative
Contact No.:
e-Mail ID:

Detail(s) of Item(s) Quoted

(To be typed on letterhead of bidder)

S. No.	Item(s)	Whether Quoted or Not (Yes/ No)	Make/ Specification(s), wherever applicable	Accounting Unit	Rate per A/U
1.	Preparation and Installation of Digitally Printed Vinyl Laminated Sun-boards (5 mm) at various Locations in Jammu & Kashmir Division(s)			Per Sq. Ft.	Rate(s) are to be Quoted, as per Financial BoQ, in Cover – o2nd Only, failing which Bid(s) shall be Summarily Rejected
2.	Preparation and Installation of Digitally Printed Vinyl Posters (of 100 Microns) at various Locations in Jammu & Kashmir Division(s)			Per Sq. Ft.	
3.	Preparation and Installation of Glow Sign Boards (G.S.B) with Backlit Flex (470 GSM) at various Locations in Jammu & Kashmir Division(s)			Per Sq. Ft.	
4.	Installation of Front-lit Hoardings with Textile Fabric Banners (220 GSM) and 1" X 1" Iron Pipe Frame with Weight upto 3 Kg at various Locations in Jammu & Kashmir Division(s)			Per Sq. Ft.	
5.	Installation of Front-lit Hoardings with Blackout Flex Banners (320 GSM) and 1" X 1" Iron Pipe Frame with Weight upto 3 Kg at various Locations in Jammu & Kashmir Division(s)			Per Sq. Ft.	
6.	Printing of Flex Banners with Textile Fabric (220 GSM) with Eye Lids at all Corners			Per Sq. Ft.	
7.	Printing of Flex Banners with Blackout Flex (320 GSM) with Eye Lids at all Corners			Per Sq. Ft.	
8.	Installation of New Permanent Hoardings of Size – 10' x 20' with Complete Iron Structure and One New Printed Textile Fabric Banner (220 GSM)			Per Sq. Ft.	
9.	Installation of New Permanent Hoardings of Size – 10' x 20' with Complete Iron Structure and One New Printed Blackout Flex Banner (320 GSM)			Per Sq. Ft.	
10.	Replacement of Existing Damaged Hoardings with New Iron Structure including One New Printed Textile Fabric Banner (220 GSM) at various Locations in Jammu and Kashmir Division(s)			Per Sq. Ft.	

S. No.	Item(s)	Whether Quoted or Not (Yes/ No)	Make/ Specification(s), wherever applicable	Accounting Unit	Rate per A/U
11.	Replacement of Existing Damaged Hoardings with New Iron Structure including One New Printed Blackout Flex Banner (320 GSM) at various Locations in Jammu and Kashmir Division(s)			Per Sq. Ft.	
12.	Annual Maintenance Contract (AMC), with Two (2) Replacements in a year, for all Existing Hoardings of Size – 10’ x 20’, including Maintenance of all Items of Iron Structure of Hoardings, i.e., Guiders, Angles & all Spare Parts of the structure at various locations in Jammu and Kashmir Division(s)			Per Sq. Ft.	

I/ We certify that -

- a) Above-stated information in true & correct to the best of my/ our knowledge and specification(s) of intended item(s), quoted herein above, are as per the requirement(s) of State Health Society, NHM, J&K;
- b) Nothing has been concealed/ fabricated/ mis-represented with respect to the specifications of intended items;
- c) In case any deviation in specification(s) of item(s) is observed by the State Health Society, NHM, J&K, it will be at liberty to any action, as deemed appropriate, against me/ my firm.

In Acceptance

Sig. & Seal of the Bidder/
Authorized Representative
Contact No.:
e-Mail ID:

Proforma for Bid Security Declaration

(To be typed on letterhead of bidder)

The Mission Director,
National Health Mission,
Jammu & Kashmir

Sub.: Bid Security Declaration in response to e-NIT No.: 03 of 2021 for Installation, Printing, Fixing of Vinyl Posters, Flex/ Fabric Banners/ Boards, Glow Sign Boards, Display Hoardings, including Annual Maintenance of the same, at different locations for Publicity of various Programmes/ Schemes under NHM in Jammu & Kashmir

I/ We, _____ (Name of Person Signing the Declaration), in my capacity as _____ (Designation of Person Signing the Declaration) _____ (Name of Bidding Entity) having its office at _____ (Address of Bidding Entity),

irrevocably declare as under:

1. This Bid Security Declaration is submitted, as per clause (11) of the Terms & Conditions mentioned in this Standard Bid Document (SBD), to avail the benefit of waiver of the Earnest Money Deposit (EMD).
2. This Bid Security Declaration shall remain valid, unless otherwise executed/ cease to be effective, till earlier of the following(s):
 - a. Completion of Bid Validity Period, or any extension thereof, as defined in clause (8) of the Terms & Conditions mentioned in this SBD; or
 - b. Finalization of bid(s) followed by Signing of Contract/ Agreement and submission of Performance Security Guarantee by the approved Bidder(s).
3. Without prejudice to all other right(s) and/ or remedy(ies) that remain available to the Tender Inviting Authority as per the SBD and/or the agreement, or otherwise, this Bid Security Declaration confers upon the Tender Inviting Authority the right(s) to debar/ blacklist/ disqualify my/ our firm/ company from ongoing bid, as well as further bid(s) to be invited by the Deptt., for a period of three (3) years from the 'Effective Date' to be notified by the Tender Inviting Authority in this behalf, in any one or more of the following circumstance(s):
 - a) If I/ We 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, or after opening of bids;
 - b) If I/ We engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this SBD;
 - c) If it is established that the information/ documents furnished by me/ us is incorrect, false, misleading or forged;
 - d) If after being approved as 'Successful Bidder, I/ We -
 - i) fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the rate contract;
 - ii) fails to execute the agreement within the specified time or extended time by Competent Authority on the request of the bidder;
 - iii) fails to deposit the Performance Security Deposit within the prescribed time;
 - iv) fails to supply material as per the rate contract/ agreement within the time prescribed; or
 - v) violates any terms & conditions of the tender document/ agreement.
4. In case Tender Inviting Authority decides to terminate the bidding process at any stage, this Bid Security Declaration shall cease to have any effect from the date of such termination.

In Acceptance

Sig. & Seal of the Bidder/
Authorized Representative
Contact No.:
e-Mail ID:

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