



MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

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

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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 District-wise finalization of Rate Contract for Hiring of Vehicle(s) on Monthly Basis for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for Medical Block(s) of respective District(s) in Jammu and Kashmir Division(s)

For and on behalf of Hon'ble Lt. Governor of Jammu & Kashmir, and in super-session to this office notification No.: SHS/NHM/J&K/RBSK/4913-19 dt.: 23/06/2021, online bid(s) are invited from the firms/ vendors dealing in line for District-wise finalization of Rate Contract for hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for medical blocks of respective District(s) in Jammu and Kashmir Division(s), as per detailed specifications and terms & conditions mentioned in Standard Bid Document (SBD) – 02(A) of 2021 for Jammu Division and 02(B) of 2021 for Kashmir Division respectively:

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	08/07/2021 at 1400 Hrs
2	Start Date of Downloading RFP from Website	08/07/2021 from 1400 Hrs
3	Websites for Downloading RFP	www.jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading RFP from Website	29/07/2021 upto 1400 Hrs
5	Seek Clarification Start Date	08/07/2021 from 1400 Hrs
6	Seek Clarification End Date	15/07/2021 upto 1600 Hrs
7	Pre-Bid Meeting	17/07/2021
8	Virtual Link for Pre-Bid Meeting	Refer Respective SBD(s)
9	Website for Submission of Bids (Technical as well as Financial)	www.jktenders.gov.in
10	Start Date for Submission of Online Bids	20/07/2021 from 1400 Hrs
11	Last Date for Submission of Online Bids	29/07/2021 upto 1600 Hrs
12	Date of Opening of Technical Bids	30/07/2021 at 1100 Hrs
13	Date of Opening of Financial Bids	To be Notified Separately
14	Place of Opening of Bids	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
15	Tender Fee (including Cost of Tender and Processing Fee) (to be deposited through online/ RTGS transfer in State Health Society, NHM, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAOLUXURY; MICR Code: 180051023)	<ul style="list-style-type: none">• Rs.2,500/- including Rs.500/- as Cost of Tender and Rs.2,000/- 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

S. No.	Particulars	Date/ Time
16	<p>Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, NHM, J&K).</p> <p>Registered MSMEs, for Similar Services, are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar certificate needs to be uploaded.</p>	<ul style="list-style-type: none"> • @ 3% of estimated annual value for each District @ Rs.35,000/- p.m. per vehicle [= 3% x (35,000 x 12 x No. of Blocks x 2)], subject to minimum Rs.50,000/- (Rupees Fifty Thousand only)

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

No: SHS/NHM/J&K/RBSK/704-08

Dated: 06/07/2021



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

Name of Group/ Item:

District-wise Hiring of Vehicle(s) on Monthly Basis for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for Medical Block(s) of respective District(s) in Kashmir Division

NOTICE INVITING BIDS

e-TENDER NOTICE 02(B) OF 2021

e-TENDER NOTICE 02(B) OF 2021

Notice inviting online bid(s) for finalization of Rate Contract(s) for District-wise hiring of vehicle(s), on monthly basis, for mobile health team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for medical blocks of respective District(s) in Kashmir Division

For and on behalf of Hon'ble Lt. Governor of Jammu & Kashmir, online bid(s) are invited from the firms/ vendors dealing in line for finalization of District-wise Rate Contract for hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for medical blocks of respective District(s) in Kashmir Division, as per detailed scope of work and terms & conditions mentioned in this Standard Bid Document (SBD):

S. No.	Description	Cost of Tender Fee	Earnest Money
01	District-wise hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for medical blocks of respective District(s) in Kashmir Division	✓ Rs.2,500/-, including Rs.500/- as Cost of Tender and Rs.2,000/- 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	✓ @ 3% of estimated annual value for each District @ Rs.35,000/- p.m. per vehicle [= 3% x (35,000 x 12 x No. of Blocks x 2)], subject to minimum Rs.50,000/- (Rupees Fifty Thousand only) ✓ Registered MSMEs, for Similar Services, are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar certificate needs to be uploaded

1. Detailed tender document, alongwith terms & conditions, can be downloaded from the website www.jktenders.gov.in or www.jknhm.com from **08.07.2021 (1400 Hrs onwards)**.
2. Pre-bid meeting shall be held through virtual link on **17.07.2021**. Time and Link is given in this Standard Bid Document.
3. Bids (both Technical as well as financial bid) shall be submitted in electronic format on website www.jktenders.gov.in from **20.07.2021 (1400 Hrs) upto 29.07.2021 (1600 Hrs) only**.
4. Technical bids will be opened on **30.07.2021 (1100 Hrs)** in the conference hall of State Health Society, NHM, J&K. In case of holiday(s) on the date of opening of bid, these will be opened on next working day at the same time and venue.
5. Financial bids of bidders, qualifying the technical evaluation, shall be opened on later date which will be notified separately.
6. Successful bidder shall have to deposit original copy(ies) of EMD & affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s).
7. Complete bidding process will be on-line, and bidder(s) are not required to submit bid(s), technical as well as financial, in physical form.
8. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Proprietor/ Partner/ Managing Director/ Chairman/ President of the bidding entity or its duly authorized signatory*.

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

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

No: SHS/NHM/J&K/Estt./704-08

Dated: 06/07/2021

Schedule of Critical Dates to be observed with respect to Notice inviting online bid(s) for finalization of Rate Contract(s) for District-wise hiring of vehicle(s), on monthly basis, for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for medical blocks of respective District(s) in Kashmir Division

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

Instructions to bidders regarding e-tendering process:

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

Terms and Conditions:

1. **Detailed Scope of Work:** Successful bidder(s), having office in respective District(s), for which they are bidding, shall have to provide vehicle(s) **on 'Monthly' basis**, alongwith Driver and PoL, as per the **detailed scope of work, which shall include, but not limited to the following(s):**
 - a) One (1) vehicle per Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) is required for each of the medical block(s) in respective District(s) of Kashmir Division. There are two (2) Mobile Health Team(s) in each of the medical block(s). **Accordingly, two (2) vehicle(s) per medical block(s) will be required.**
 - b) **Rates are to be quoted on per Month basis only for 'Medium' segment including Tavera/ Scorpio/ Xylo/ Bolero, etc.**
 - c) As stated in Passenger Fare Revision (2021), issued by the Transport Commissioner & Chairman, State Transport Authority, J&K vide notification No.: 01P-MVD of 2021 dated: 19/03/2021 –
 - i) Indicative daily duty hours shall be 11 Hours, with 2 Hours break, subject to maximum of 110 Kms; and
 - ii) Accordingly, indicative monthly mileage, calculated for 26 working days, will be 2860 Kms per month per Vehicle.
 - d) **Maximum ceiling prescribed by the Ministry of Health & Family Welfare, Govt. of India for each of the vehicle is restricted to Rs.35,000/- (Rupees Thirty-Five Thousand only) per vehicle per month (inclusive of all taxes, etc.).**
 - e) Intended bidder(s) shall have to quote the rate(s), within the maximum permissible ceiling limit per vehicle per month, for all medical block(s) falling in the district(s), as mentioned in annexure 'A', failing which its bid(s) shall be treated as **'Non-Responsive'** and rejected summarily.
 - f) Intended bidder(s) are at liberty to quote rate(s) for one or more of the District(s). However, in such case, EMD has to be submitted for each District separately.
 - g) During the **normal course of operation(s)**, vehicle(s) will operate from the concerned Block Headquarter(s) to the Schools and Aanganwadi Centers in each Block(s) as per the approved Tour Plan and back to respective Block Headquarter(s).
 - h) During any **exceptional situation(s) observed during the Contract Period**, for e.g., as observed during exigencies posed by the pandemic of COVID-19, when it will not be possible to use the vehicle(s) for intended activity(ies), concerned District Health Society(ies), in mutual consultation with the approved bidder(s) and with explicit approval of the Tender Inviting Authority, may use the vehicle(s) for any other healthcare related activity(ies). In case any of the approved bidder(s), if intends not to put its vehicle(s) for any use towards such activity(ies) during any exceptional circumstances/ situations, may be at liberty to opt out from the same. However, in such case, no payment(s) will be made for the month(s) during which vehicle(s) are not put to any use.
 - i) Vehicles shall remain at the exclusive disposal of concerned District Health Society(ies) and cannot be used by the approved bidder(s) for any other purpose(s), except those defined by the concerned District Health Society(ies) with the explicit approval of the Tender Inviting Authority, during the period of the Rate Contract, failing which Tender Inviting Authority, on the recommendation from the concerned District Health Society(ies), reserves the right to terminate the contract of approved

bidder(s) alongwith forfeiture of Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG)/ pending payment(s) due, if any, to the approved bidder(s).

- j) Successful bidders are required to provide vehicle(s) in good condition. Vehicle(s) to be provided should **not be older than three (3) years, but in any case, not later than five (5) years**, failing which vehicle(s) from the concerned successful bidder(s) will not be accepted alongwith other. This will be without any prejudice to other ramification(s) against such successful bidder(s), which include forfeiture of Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG)/ pending payment(s) due, if any, to the approved bidder(s) and cancellation of contract with immediate effect.
- k) Vehicle(s) should run on diesel/ petrol and be fitted with AC/ Heater to cater to the need of Summer and Winter season(s).
- l) Driver should have valid driving license and the vehicle shall have 3rd Party Insurance as per the Motor Vehicles Act/ Rules.
- m) Vehicle(s) provided shall carry Original Insurance Certificate and all other documents mandatorily required under the Motor Vehicles Act/ Rules.

2. Bid Preparation and Uploading: Online bids shall have to be submitted under **Two Cover System:**

A. Cover 1st - 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 affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **Notary Public** stating that:
 - a. Bidding entity, including its Proprietor/ Partners, 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), at Law or in equity before any Court or before any other Judicial, Quasi-Judicial or other Investigation/ Regulatory authority, for offences involving moral turpitude in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country, the outcome of which may constitute an event of default or impair implementation of contract in any manner whatsoever; 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, upon the recommendations of the concerned District Health Society(ies), in addition to other recourses inter-alia forfeiture of EMD/ Performance Bank Guarantee, recommendation(s) for debarring/ black listing, etc.
- 4. Bidder's details as per annexure 'C'. In case, bidding entity is registered as Partnership Firm/ Hindu Undivided Family (HUF)/ Company/ Association of Persons/ Society/ Trust/ Union, etc., **Authority Letter in favour of**

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

5. Scanned copies of following documents, which should be in-force at the time of uploading of bid(s), duly self-attested by the Authorized Signatory, alongwith seal:
 - i) Details of **all the Vehicles available with bidder(s), as on date of bidding, for intended services**. It shall include details of all the vehicles including those **owned for the purpose** as well as those **associated under some arrangement(s) inter-alia Hired/ Leased/ Joint-Venture/ any other** for the purpose, strictly as per annexure 'D', alongwith following(s) document(s) –
 - a) Registration Certificate(s) of all the vehicle(s) available with the bidder(s) for intended services, including detail of those vehicle(s) which are already engaged with various Govt./ Semi-Govt. Deptts./ PSUs/ other Organizations/ Institutions;
 - b) Copy(ies) of partnership deed/ any other agreement/ MoU with the registered owner(s) of vehicle(s) which are claimed to be associated with the bidder(s);
 - c) Copy(ies) of any other documents, including Road Permit, Insurance, Pollution Certificate, etc. are **NOT** required to be uploaded at the time of bidding.
 - ii) GST Registration Certificate alongwith latest GST Return 3B for the Month/ Quarter of June 2021/ June 2021, as applicable;
 - iii) PAN Card of Proprietor/ Partnership Firm/ HUF/ Association of Persons/ Company/ Society/ Trust/ Union;
 - iv) ITR(s) for preceding three financial year(s) – 2017-18 (A.Y. – 2018-19), 2018-19 (A.Y. – 2019-20) and 2019-20 (A.Y. – 2020-21);
 - v) Registration Certificate in respect of Micro and Small Enterprises (MSEs), as defined in MSE Procurement Policy issued by Deptt. of Micro, Small and Medium Enterprise (MSME), if applicable. However, relaxation to MSME registered bidder shall be subject to furnishing of relevant valid certificate for similar services. Any intended bidder(s), who claims to be registered under MSME with respect to services other than the instant services, will not be entitled for any exemption applicable for MSME;
 - vi) Undertaking, as per annexure 'E'; and
 - vii) Checklist as per annexure 'F'.

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

B. Cover 2nd - Financial Cover:

1. Rates quoted should be strictly in accordance with the BoQ inclusive of GST/ other taxes and charges.

2. Maximum ceiling prescribed by the Ministry of Health & Family Welfare, Govt. of India per vehicle is Rs.35,000/- (Rupees Thirty-Five Thousand only) per vehicle per month (inclusive of all taxes, etc.).
3. Rates are to be quoted, within the maximum permissible ceiling limit, on per Month per Vehicle basis for all the Medical Block(s) falling in respective District(s), mentioned in annexure 'A'.
4. Indicative BoQ is given in annexure 'B' for ready reference. However, Rate(s) are to be quoted in financial bid, to be uploaded on www.jktenders.gov.in, only.
5. **Rates will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of driver, payment of insurance, road tax, etc. required for operation of vehicle(s) in J&K.**
6. Rates are to be quoted for all medical block(s) in respective District(s) for which bid(s) are submitted, failing which bid(s) shall be treated as 'Non-Responsive' and rejected summarily.
7. In view of options available with service providers to pay GST @ 5% with Limited ITC (of Input Services in the same line of business), or @ 12% with full ITC, all the intended bidder(s) are required to mention GST separately, failing which, such bid(s) shall be treated as 'Non-Responsive' and rejected summarily.
8. Rates are to be quoted in Indian Rupee (INR) only.

C. Preparation and Submission of Bid(s):

- a. Bidder(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions set-in-forth in this Standard Bid Document (SBD). Bid(s) should be uploaded positively by or before the due date in the manner and form as detailed in this SBD. Bids submitted in any other manner will not be accepted.
- b. All the documents should be duly signed by authorized signatory alongwith date and seal of the bidding entity.
- c. **All the documents should be valid at the time of uploading of bid.**
 - i) *During evaluation of bid(s) received for various tender(s), it is observed that validity of some of the document(s), as uploaded by respective bidder(s), will be expiring within few days after the last date for submission of bid(s). For such cases(s), it is clarified that any of the document(s), validity of which will be expiring after submission of bid(s), but during ongoing evaluation of bid(s), or post finalization of bid(s) but prior to acceptance of Letter of Intent (LoI) by the selected bidder(s), acceptance of the Letter of Intent (LoI), issued in favour of such selected bidder(s) will be effective only after receipt of renewed certificates within the time stipulated for acceptance of LoI, as per clause (5) of these terms & conditions, failing which acceptance of LoI shall not be considered. It is also clarified that any additional time will not be granted for renewal of such document(s). **In addition, in all such case(s), State Health Society reserves the unconditional right to approach and negotiate with L-2 bidder(s);***
 - ii) *This is without any prejudice to the recourse available to State Health Society with respect to document(s) expiring during the course of Rate Contract, after acceptance of LoI and execution of agreement.*
- d. Pages of the bid shall be clearly numbered, indexed and stamped with the office seal of bidder(s).
- e. **Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., www.jktenders.gov.in. Bidders have to**

upload the bids, both technical/ financial, on the said portal. Moreover, bidders are not required to submit technical/ financial bid(s) in physical form.

- f. Successful bidder(s) shall have to deposit original copy(ies) of the EMD & Affidavit, alongwith duly attested & notarized copy(ies) of all the document(s), including proof of deposit of tender fees, uploaded at the time of submission of bid(s), at the time of execution of agreement with the concerned District Health Society(ies).
- g. Bidder(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at bidders' own risk and make the bid(s) non-responsive.
- h. Bidder(s) shall provide all the information sought under this SBD. Tendering Committee will evaluate only those bid(s) which are complete in all respects. Incomplete and/ or conditional bids may be liable for rejection outrightly.
- i. Conditional bid(s) shall be summarily rejected.

D. Pre-Bid Meeting:

- a) To address the queries/ concerns of intended bidder(s), Pre-bid meeting has been scheduled by State Health Society NHM J&K, through 'Virtual' mode on **17th July 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) Virtual Pre-Bid Meeting Detail(s):

- Platform: Zoom
- Link:
<https://us02web.zoom.us/j/88922709370?pwd=UFdZak8ycjF4S2NSamZRU2UyZEZndz09>
- Meeting ID: 889 2270 9370
- Password: To avoid any unnecessary occupation of virtual space by non-serious participant(s), thus restricting any genuine participant(s) to attend the pre-bid meeting, password will be shared on the e-mail ID(s) of intended participant(s) only. All the intended bidder(s), desirous to participate in Pre-bid meeting, are required to send written request, through e-mail on e-mail ID: faconhmjk@gmail.com, alongwith copy of the same on psfmgnhm@gmail.com and headassistants@shs@gmail.com, stating their particulars (Name, Participating Firm Name and Contact No.). ***Password to join virtual Pre-bid meeting will be shared only with such participant(s), on their respective email ID(s), whose request(s) will be received by or before 15th July 2021 (upto 1600 Hrs).***

- c) 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 **15th July 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.
- d) Queries shall be clearly stated mentioning the content, terms & conditions/ clause No., alongwith relevant page No. of SBD, and the concern(s) of intended bidder(s), alongwith suggestion(s) if any.

- e) Intended bidders, including all other stakeholders, are free to raise queries/ concerns relating to successful and effective implementation of project in J&K. However, queries should clearly spell the rationale behind required change(s)/ modification(s)/ updation(s)/ deletion(s) in SBD, and should not be merely a vague attempt to divert the Committee, or other intended bidders, from discussing genuine queries.
- f) Bidder(s)/ authorized representative(s) should point out to the Tender Inviting Authority regarding embitterment, if any, in writing **by or before 15th July 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.
- g) 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).

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

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

F. Bid Validity Period and Extension thereof:

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

- c. In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such bidder(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected.
- d. Bid validity period of the approved bidder shall be automatically extended till the date on which the agreement is signed.

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

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

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

3. Earnest Money Deposit (EMD):

- a) Bid(s) shall have to be accompanied with Earnest Money Deposit of calculated @ 3% of estimated annual value for each District @ Rs.35,000/- p.m. per vehicle [= 3% x (35,000 x 12 x No. of Blocks x 2)], subject to minimum Rs.50,000/- (Rupees Fifty Thousand only). Approximate value of EMD required to be submitted for each of the District(s) is given in annexure 'A'.

- b) Bidder(s), registered as MSME for Similar Services, are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar Certificate, now UDYAM registration, has to be uploaded alongwith other documents in the Technical Bid (Cover -1). However, successful bidder(s) are not exempted from furnishing Performance Security Deposit required to be submitted as per Clause (6) of the terms & conditions.
- c) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K.
- d) EMD shall remain valid for a period of one (1) year, to be reckoned from the last date for submission of online bids;
- e) Bidder(s) have to upload scanned copy of CDR/ FDR alongwith the technical bid.
- f) EMD of successful bidder(s) shall have to be deposited, in original, with the concerned District Health Society of the respective District. Successful bidder(s) shall have to ensure that original EMD shall be the same as uploaded during online submission of bids. Any variation between the copy of EMD uploaded and the original EMD may lead to outright rejection of the bid of successful bidder(s) alongwith initiation of necessary action against the successful bidder(s).
- g) EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.
- h) EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to Tender Inviting Authority as per the SBD and/or the agreement, or otherwise, under the following conditions:
 - i. If the bidder withdraws or modifies the bid, or impairs or derogates from the bid in any respect, during the period of bid validity, as specified in this SBD and as extended by mutual consent of respective bidder, or after opening of bids;
 - ii. If any bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this SBD;
 - iii. If it is established that the information/ documents furnished by the bidder(s) is incorrect, false, misleading or forged;
 - iv. In addition to above-mentioned conditions, in case of successful bidder, if the successful bidder -
 - a. fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the rate contract;
 - b. fails to execute the agreement within the specified time or extended time by Competent Authority on the request of the bidder;
 - c. fails to deposit the Performance Security Deposit within the prescribed time;
 - d. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
 - e. violates any terms & conditions of the tender document/ agreement.
- i) 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.
- j) 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 services.

4. Opening and Evaluation of Bid(s):

- a. Technical bids will be opened in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu on **30th July 2021 at 1100 Hrs.**
- b. Date of opening of Financial (Price) bid of bidder(s), who will qualify in Technical Evaluation, will be notified separately.
- c. In case, after opening of financial bid(s), it will be observed by the Committee that the bidder(s) have made any mistake(s)/ error(s) in quoting the rate(s), which in the opinion of Committee are without any application of mind, thereby jeopardizing finalization of this bidding process, **penalty of Rs.5,000/- (Rupees Five Thousand only)** will be levied on such defaulting bidder(s) which shall have to be deposited in the manner to be decided by the Tender Inviting Authority subsequently. EMD of any such defaulting bidder(s) will be refunded only after receipt of proof of deposit of such penalty.
- d. Every endeavour shall be made to finalize the successful bidder on **Least Cost (L-1) basis.**
- e. State Health Society, NHM, J&K reserves the right to reject the financial bids which are found to be Abnormally Low or Abnormally High after taking into consideration various factors like previous rates, "Passenger Fare Revision (2018)" issued by the Transport Commissioner & Chairman, State Transport Authority, J&K, vide notification No.: 01P-MVD of 2021 dated: 19/03/2021, present market rates and other related factors assessed through survey, etc. by the Committee constituted for the purpose. State Health Society may forfeit EMD of such bidder(s) alongwith appropriate necessary action against such bidder(s).
- f. To facilitate smooth and effective evaluation of bids, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarifications in writing from any bidder regarding its bid. Notwithstanding anything contained in the SBD, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the bid(s). At any point in time during the bidding process, if required by the Authority, it is the bidders' responsibility to provide required evidence with respect to its eligibility as per the terms of SBD, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the bid.
- g. Bids shall be deemed to be under consideration immediately after they are opened and remain so till official intimation of award/ rejection to the bidders. While bids are under consideration, bidders, its authorized representatives or other interested parties are advised to refrain, save and except as required under SBD, from contacting by any means, any Officer/ Official of NHM, J&K on matters related to the bid under consideration.
- h. Intended bidder(s)/ its authorized representative(s) should point out to the MD NHM regarding embitterment, if any, before the last date & time for submission of online bids. Thereafter, the bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on one ground or the other.

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

- a. After finalization of bid(s) and subsequent approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful bidder(s).
- b. Within three (3) days, but in any case not later than one week, from the date of issuance of LoI, successful bidder shall have to submit original copy of acceptance of

the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an agreement in this regard with the Chief Medical Officer of the concerned District Health Society, or any Officer duly authorized by him in this behalf. Stamp duty, if any, payable on the agreement shall be borne by the successful bidder(s);

- c. Successful bidder(s) shall be party to the agreement as a 'Confirming Party'. Successful bidder(s) shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained.
- d. Successful bidder(s) shall also execute such further documents and deeds as may be required.
- e. In case, agreement is not executed within 10 (ten) days of acceptance of LoI, the Tender Inviting Authority reserves the right to terminate the bidding process and may invite fresh bids for the Service(s) in concerned District(s). In such case, EMD submitted by the successful bidder(s) shall be forfeited;
- f. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest 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.

6. Performance Security Deposit (PSD):

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

7. Validity of Rates:

- a. Rate(s) coming into force a result of this Tendering process shall remain in vogue for a period of three year(s) from the date of issuance of Rate Contract.
- b. The Rate Contract shall have to be renewed annually after receipt of approval from the Ministry of Health & Family Welfare, Govt. of India vis-a-vis subsequent approval from the Competent Authority and after seeking successful performance report from the concerned Block Medical Officer(s).

8. Terms of Payment:

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

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

- a) Service Provider has to execute an agreement with the concerned District Health Society, as per Clause (5), that he will abide by the terms and conditions of the Standard Bid Document (SBD), including all the terms & conditions, laid down by the State Health Society in this behalf. Service provider shall have to execute an agreement in this behalf, on NON-JUDICIAL Stamp Paper of Rs.100/-, with the concerned authorities before allotment of contract. Cost of stamp duty shall be borne by Service Provider.
- b) Service Provider shall have to submit requisite Performance Security Deposit (PSD), as per clause (6), within the stipulated time.
- c) To ensure passenger safety during the performance of service(s) including provision of emergency medical kit and fire extinguisher in the vehicle(s).
- d) To ensure regular monitoring of vehicles and submit the report/ log-book of the same on regular basis to the office of concerned Block Medical Officer(s).
- e) Vehicles shall remain at the exclusive disposal of concerned District Health Society(ies) and cannot be used by the approved bidder(s) for any other purpose(s), except those defined by the concerned District Health Society(ies) with the explicit approval of the Tender Inviting Authority, during the period of the Rate Contract, failing which Tender

Inviting Authority, on the recommendation from the concerned District Health Society(ies), reserves the right to terminate the contract of approved bidder(s) alongwith forfeiture of Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG)/ pending payment(s) due, if any, to the approved bidder(s).

- f) To ensure that the vehicles deployed should not be involved in any unlawful activities, prior to and during the course of the Rate Contract, which could malign the image of the Programme/ NHM. In case, at any point of time, it comes to the notice that the vehicles associated with the Programme/ NHM are involved in any unlawful activities, State Health Society, on the recommendation(s) from the concerned District Health Society, reserves the right to terminate all the contracts of Service Provider with immediate effect alongwith forfeiture of EMD/ any other payment due and also recommend/ initiate necessary action against the defaulting Service Provider including black-listing/ debarring of such Service Provider and other legal actions as per the law in force.
- g) To ensure that vehicles provided should not be older than three to five years failing which State Health Society reserves the right to reject the bid/ contract of the Service Provider.
- h) To ensure that vehicle deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- i) To ensure that the vehicles deployed are maintained well, cleaned thoroughly, both internally & externally, boot kept clear off dust, rubbish, oil and any personal belonging(s) of the driver.
- j) To ensure regular periodic maintenance of vehicles, including regular pollution and other check-ups of the vehicle alongwith certification, during the period of Rate Contract failing which State Health Society, on the recommendation(s) from the concerned District Health Society, reserves the right to terminate the Contract of Service Provider and forfeiture of EMD/ any other payment due to Service Provider.
- k) To ensure that all maintenance works related to assigned vehicle shall be carried out in 'Off Duty' hours.
- l) To provide alternative vehicle in case of breakdown of existing vehicle. Replaced vehicle should be made available within two hours failing which Mobile Health Team has the right to hire the vehicle from other sources at the expense of the Service Provider;
- m) To submit copy(ies) of necessary document(s) of vehicle(s) like Registration Certificate, Full Comprehensive Insurance to cover 3rd Party & Occupants, Fitness Certificate, PUC, Permit, etc. of vehicle(s), Driving License of the person(s) engaged alongwith renewals of these documents from time to time in the office of concerned Block Medical Officer(s), failing which State Health Society, on the recommendation(s) from the concerned District Health Society, reserves the right to terminate the Rate Contract of such Service Provider.
- n) To ensure that the Driver(s):
 1. Possesses a valid driving license;
 2. Must be provided with a working mobile phone and contact No. be provided to the office of the concerned Block Medical officer(s) as well as to the In-charge Officer(s) of Mobile Health Team(s). Any change in the contact No. of the Driver(s) of associated vehicle(s), for any reason(s), be immediately conveyed to all the concerned;
 3. Shall be reachable at all times during office hours;
 4. Should be properly dressed in neat and clean attire;
 5. Should maintain polite & courteous behaviour. Following are the indicative instance(s) which shall be construed as 'Misbehavior' and attract penalty(ies), as

deemed appropriate, after giving suitable opportunity of being heard to the Service provider. However, repeated instance(s) may result in termination of Service(s)/ Rate Contract:

- i. Reporting on duty in inebriated state or consumption of alcohol while on duty;
 - ii. Denial of duty during Contract Period or Duty Hours;
 - iii. Use of abusive language;
6. Should not gossip with the visiting Officer(s)/ Official(s); and
 7. Should not use mobile phone(s) during driving. In case of any urgency, driver should park the vehicle with the permission from the user and take the call with minimum duration.
- o) To ensure that the vehicle(s) and the driver(s) should not be changed frequently. Any such change(s) should be informed to the authority well in advance.
 - p) To ensure that the detailed vehicle(s) shall at no point of time carry any person, other than authorized Officer(s)/ Official(s).
 - q) To ensure regular maintenance of logbooks by the driver(s) of concerned vehicle(s) engaged by it and submission of the same to office of the concerned Block Medical Officer(s), alongwith bills, after getting it verified from the In-charge Officer(s) of Mobile Health Team(s).
 - r) Service Provider is bound to stick on the rates once quoted by him. In addition, it shall have to abide by the standard terms and conditions as laid down in the General Financial Rules and the conditions of the Rate Contract.
 - s) Service Provider is required to furnish a declaration that he shall comply with the guidelines issued by various Departments/ Ministries in this regard especially those issued by the Motor Vehicle Department. Onus of compliance of all the applicable Laws/ Acts/ Rules, including those under Motor Vehicles Act/ Rules, shall rest with the Service Provide only and any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s) or any of its Officer(s)/ Official(s), will not be liable in any manner. In case of any loss caused due to violation of these guidelines, State Health Society, on the recommendation(s) from the concerned District Health Society, may take necessary action against the defaulting Service Provider including blacklisting/ debaring of such Service Provider and other legal actions as per the law in force.
 - t) Service Provider shall be responsible for any direct or indirect liability arising on account of any violation of traffic rules including negligent, rash and impetuous driving and/ or infringement of ant other law for the time being in force, either by the driver(s) of vehicle(s) engaged by it or by the Service Provider itself, and any loss caused to any of any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s) or any of its Officer(s)/ Official(s) shall have to compensated by the Service Provider.
 - u) Service Provider shall take Comprehensive Insurance Cover with 3rd Party Unlimited Liability risk of the vehicle(s) detailed for the use by the Mobile Health Team(s) who shall not be liable, under any circumstances, for any damage(s) whatsoever to public property and/ or any 3rd person due to any accident arising out of and in the course of deployment of any vehicle(s) by the Service Provider.
 - v) Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Laws, including but not limited to the Minimum Wages Act, Payment of Wages Act, Provident Fund & Misc. Provisions Act, etc., as applicable from time to

time. Manpower engaged by Service Provider, whether as its employees or under any other arrangement made otherwise, shall not be deemed to be employees of NHM, J&K, and hence compliance of applicable laws will be the sole responsibility of the Service Provider.

- w) In case, during the currency of contract period, if any of the vehicle is seized, detained, or requisitioned by the Police/ Motor Vehicle Deptt., or any other authority, for whatsoever reasons, it will be at Service Provider's risk and responsibility. Service Provider shall have to arrange for alternative vehicle(s) of similar, or higher category, without any additional charges.
- x) Service Provider shall be responsible for execution of the contract in full and shall not in any case assign or sub-let approved contract or any part thereof to other party. In the event of Service Provider violating the condition, State Health Society, on the recommendation(s) from the concerned District Health Society, shall be at liberty to place the contract elsewhere on the Service Provider's account and at its risk. Service Provider shall be liable for any loss or damage, which any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s), may sustain in consequence or arising out of such replacement of the contract. In addition, suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of EMD or even debarring/black listing of Service Provider.
- y) Service Provider shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to State Health Society and get clarifications before signing the contract. After signing the documents, no communications regarding change in terms & conditions shall be entertained.

10. Responsibilities of Mobile Health Teams:

- 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 and/ or any other Programme/ Scheme under NHM including any other Programme/ Scheme of Health Department.
- d) To certify the bills as per actual usage of the vehicle. There should not be any unnecessary delay in certifying the bills so as to help Service Provider to claim the payments on timely basis.

11. Responsibilities of District Health Society Block Medical Officer(s):

- a) To ensure proper IEC activities regarding the Programme in the District.
- b) To monitor usage of vehicles in accordance with the Tour Plan and consequent reports submitted by the Mobile Health Teams, and also the bills submitted by the Service Provider.
- c) To ensure effective utilization of vehicles for successful implementation of RBSK in the Schools and Aanganwari Centers including other 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 Mobile Health Teams.

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

- a) In case of failure to provide vehicle on any particular day/ non-reporting of driver alongwith vehicle, penalty of Rs.1,000/- will be imposed on each occasion;
- b) Vehicles should report at specified reporting time, which shall be at least 30 minutes prior to departure time, failing which penalty of Rs.500/- will be imposed for that day;
- c) In case of any breakdown, if the vehicle is not replaced within two hours, penalty of Rs.500/- per occasion will be imposed, in addition to the right to hire the vehicle from 3rd Party, at the expense of the Service Provider;
- d) In case of any misbehavior by the driver(s), or any misconduct considered as misbehavior by the concerned Block Medical Officer(s), penalty of Rs.1,000/- will be imposed on each occasion;
- e) In case, during the currency of Rate Contract any penalty under the Motor Vehicles Act will be imposed on the vehicle(s), provided by the Service Provider to Mobile Health Team(s), on account of violation of any traffic norms, or otherwise, concerned Block Medical Officer(s) will impose penalty equivalent to three times of the penalty imposed under the Motor Vehicles Act;
- f) Following incident(s) will be considered as 'Breach of Contract' and will result in termination of Contract:
 - i. Submission of invalid documents, for e.g., invalid Registration papers of vehicle(s), etc.;
 - ii. Operating vehicles without or expired comprehensive insurance coverage with unlimited liability of risk;
 - iii. Any tampering with odometer;
 - iv. Any attempt to forge service related documentation;
 - v. Cumulative penalty(ies) amounting to 10% of the Contract Value; and
 - vi. Repeated breach of any SLA(s) beyond three (3) instances and on the recommendation(s) from the concerned District Health Society.

13. Disqualification of Bidders/ Service Provider: In following circumstances, State Health Society reserves the right to disqualify any bidder, including the Successful bidder(s), on the recommendation(s) from the concerned District Health Society:

- i. Direct or indirect canvassing for favour in allotment of contract on the part of bidders or their representative shall disqualify their bids outrightly.
- ii. Successful bidder(s) may be disqualified, banned or suspended during the Contract Period, if:
 - a) It fails to execute the agreement or fails to submit Performance Security Deposit;
 - b) It fails to execute the contract to the satisfaction of this office;
 - c) It is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited Company, it is wound-up or taken into liquidation;
 - d) It is suspected to be doubtful loyalty to State;

- e) State Vigilance Organization (SVO)/ Anti-Corruption Bureau (ACB) or any other Investigating agency recommends such a course in respect of a case under investigation;
- f) State Health Society, on the recommendation(s) from the concerned District Health Society, is prima-facie of the view that it is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said successful bidder(s);
- g) Any certificate/ documents/ information submitted by the successful bidder(s) is found to be false/ forged/ fabricated;
- h) Any information furnished by the successful bidder(s) is found to be misleading or not based on facts.

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

14. Cancellation/ Termination of Rate Contract: State Health Society, NHM, J&K may terminate the Rate Contract, on the recommendation(s) from the concerned District Health Society, if the successful bidder(s) -

- i. withdraws/ modifies its offer after acceptance;
 - ii. fails to execute the agreement within the stipulated time;
 - iii. fails to submit Performance Security Guarantee within the stipulated time;
 - iv. fails to provide services within one week of signing the agreement;
 - v. fails to fulfil any other contractual obligations;
 - vi. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT;
 - vii. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency;
 - viii. found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.
- a. Cancellation/ Termination of project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard.
 - b. In case of cancellation/ termination of Contract, State Health Society, NHM, J&K will have the right to ensure same services for the concerned Block(s)/ Mobile Health Team(s) from next eligible bidder for such District.
 - c. Any loss sustained by any of the agency(ies) associated with implementation of National Health Mission in J&K, including State Health Society or District Health Society(ies) or Block Medical Officer(s), as a result of re-tendering the contract due to cancellation of Rate Contract of approved service provider, shall be recovered from the defaulting bidder out of its EMD, or any of its pending bill(s), as the case may be. Even if the 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. The same procedure will be adopted in case of 2nd lowest on its default and likewise for 3rd lowest

15. Arbitration:

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

16. 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.

17. Saving Clause:

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

18. *Fraud and Corruption:* *The bidders and any of their personnel, observe the highest standard of ethics during the 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.*
- a. *State Health Society NHM J&K may reject a proposal for award if it 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.*
- b. *State Health Society NHM J&K, in addition to the legal remedies set out in the relevant legal agreement, may take other appropriate actions, including declaring mis-procurement, if it is determined at any time that representatives of the 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.*
- c. *State Health Society NHM J&K, pursuant to these Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures, may sanction a firm(s) or individual(s), either indefinitely or for a stated period of time, including by publicly declaring such firm(s) or individual(s) ineligible (i) to be awarded or otherwise benefit from any contract; (ii) to be a nominated sub-contractor, consultant, or supplier, or service provider of an otherwise eligible firm being awarded any contract.*
- d. *In case of occurrence of misuse of resources and theft, State Health Society NHM J&K will take remedial actions as deemed appropriate, after considering the detailed facts.*

19. Miscellaneous:

- a. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this tender. Any alleged oral agreement or arrangement made by the bidder with any Officer/ Official of NHM, J&K shall not affect the definitive agreement that results from this bidding process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than NHM, J&K shall not affect the implementation of contract unless approved and agreed to by NHM, J&K.
- b. Bidders that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour can be disqualified from the process at any stage without any notice in this regard.
- c. The information contained in this NIT is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that bidders require. Purchase Committee, State Health Society in its

absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on the respective website(s) – www.jktenders.gov.in and www.jknhm.com and will become part and parcel of this NIT.

- d. The Tender Inviting Authority, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms & conditions relating thereto;
 - ii. consult with any bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted by any bidder; and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by any bidder.
- e. All other issues that may come up during the course of compilation of contract shall be decided by the Mission Director, NHM, J&K and his decision shall be final.
- f. The bidding process shall be governed by, and construed in accordance with, the Laws of India and the Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

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

District-wise List of Medical Block(s) in Kashmir Division where Vehicle(s) are required for Mobile Health Teams (MHTs) under Rashtriya Bal Swasthya Karyakaram (RBSK), NHM in J&K [@ 2 Vehicles per Block]

S. No.	District(s)	Total No. of Medical Block(s) in the District(s)	Name of Medical Block(s)	Total No. of Vehicle(s) Required in the District(s) [Two (2) for Each Block]	Estimated Annual Contract Value [@ Rs.35,000/- per Vehicle per Month] (in Lakhs)	EMD/ PSD @ 3% of Estimated Annual Contract Value (in Lakhs)
1	Anantnag	7	Achabal, Bijbehara (Dachnipora), Larnoo (Brenj), Mattan (Koviripora), Sallar (Dachnipora), Shangus and Verinag (Shahabad)	14	58.80	1.76
2	Bandipora	3	Bandipora, Hajin and Gurez	6	25.20	0.76
3	Baramulla	10	Boniyar, Dangiwach, Kreeri, Kunzer, Pattan, Rohama, Sheeri, Sopore, Tangmarg and Uri	20	84.00	2.52
4	Budgam	10	Beerwah, Budgam, Chadoora, Charar-e-Shareef, Chattargam, Khag, Khansaheb, Magam, Nagam and Soibugh	20	84.00	2.52
5	Ganderbal	3	Ganderbal, Kangan and Laar	6	25.20	0.76
6	Kulgam	5	D. H. Pora, Kulgam, Qaimoh, Qazigund and Yaripora	10	42.00	1.26
7	Kupwara	10	Handwara, Kalaroose, Kralpora, Kupwara, Langate, Sogam, Tangdar, Trehgam, Villgam and Zachaldara	20	84.00	2.52
8	Pulwama	4	Pampore, Pulwama, Rajpora and Tral	8	33.60	1.01
9	Shopian	3	Keller, Shopian and Zainapora	6	25.20	0.76
10	Srinagar	5	Batmaloo, Hazratbal, Khanyar, SR Gunj and Zadibal	10	42.00	1.26
Total – Kashmir Division		60		120	504.00	15.12

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

Indicative BoQ with respect to Rates to be quoted for Medium Segment, including Tavera/ Scorpio/ Xylo/ Bolero, etc. on Monthly, Daily, Basis (including Cost of Driver, PoL and Taxes)

S. No.	Type of Vehicle	Item Code/ Make	Basic Rate (INR)	GST/ Any Other Taxes (INR)	Total Rate (INR)
1.	Anantnag	Item1			
2.	Bandipora	Item2			
3.	Baramulla	Item3			
4.	Budgam	Item4			
5.	Ganderbal	Item5			
6.	Kulgam	Item6			
7.	Kupwara	Item7			
8.	Pulwama	Item8			
9.	Shopian	Item9			
10.	Srinagar	Item10			

Rate per Month (including Cost of Driver & PoL) – To be Quoted in BoQ

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

Particulars of Bidder

(to be typed on the Letter-head)

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

S. No.	Particulars	To be filled in by the Bidder
(a)	Total No. of vehicles owned by the bidder and used for the purposes of intended services	
(b)	Total No. of vehicles associated with the bidder under some arrangement and used for the purposes of intended services	
(9)	Proof of Deposit of Tender Fees	
(a)	Amount	Rs.2,500/- (Rupees Two Thousand Five Hundred only)
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	
(10)	Details of EMD	
(a)	Amount	Rs.50,000.00 (Rupees Fifty Thousand only)
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	

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

UNDERTAKING

(To be typed on letterhead of bidder)

To

The Mission Director,
National Health Mission,
Jammu and Kashmir

Subject: Acceptance of Terms & Conditions with respect to e-NIT No.: 02(B) of 2021 for District-wise Hiring of Vehicle(s) on Monthly Basis for Mobile Health Team(s) under Rashtriya Bal Swasthya Karyakaram (RBSK) for Medical Block(s) of respective District(s) in Kashmir Division NIT

Sir,

1. I/ we hereby agree to abide by all terms and conditions laid down in the e-Tender Notice No.: 02(B) of 2021.
2. This is to certify that I/ we, before signing this bid, have read and fully understood all the terms & conditions and instructions contained therein and undertake myself/ ourselves abide by the said terms and conditions.
3. I/ we declare that our financial position is sound and we are competent to execute the supplies as & when allotted.
4. I/ we declare that we will not ask/ expect any financial assistance from the State Health Society, NHM, J&K, or any of its peripheral Agency(ies).
5. If we will be selected as the approved Service Provider, we will provide services strictly in accordance with the terms & conditions of this SBD, read with the additional terms & conditions, if any stipulated by the State Health Society, NHM, J&K in the agreement to be executed with the District Health Society in this behalf.

In Acceptance

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

Checklist for Bidder(s)

S. No	Particulars	Page No.
1.	Proof of Deposit of Tender Fee of Rs.2,500/- (to be deposited through online/ RTGS transfer in State Health Society, NHM, J&K's Bank A/c No.: 0021040500000042 “Non-NHM Funds at SHS Level” with the J&K Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAOLUXURY; MICR Code: 180051023)	
2.	EMD (in the form of CDR/ FDR pledged to the FA/ CAO, State Health Society, NHM, J&K)	
3.	Affidavit on Rs.100/- stamp paper duly Notarized	
4.	Bidder's Detail as per annexure ‘C’	
5.	Authority letter in favour of authorized signatory, signed by all the Partners/ Members/ Board of Directors, in case bidding entity is registered as Partnership Firm/ HUF/ Company/ Association of Persons/ Society/ Trust/ Union, etc., authorizing the authorized signatory to submit bid(s) in response to this NIT and to make any correspondence in this regard with this office	
6.	Details of all the Vehicles available with bidder(s), as on date of bidding, for intended services. It shall include details of all the vehicles including those owned for the purpose as well as those associated under some arrangement(s) inter-alia Hired/ Leased/ Joint-Venture/ any other for the purpose, strictly as per annexure ‘D’	
8.	Registration Certificate(s) of all the vehicle(s) available with the bidder(s) for intended services, including detail of those vehicle(s) which are already engaged with various Govt./ Semi-Govt. Deptts./ PSUs/ other Organizations/ Institutions, as per annexure ‘D’	
9.	Copy(ies) of partnership deed/ any other agreement/ MoU with the registered owner(s) of vehicle(s) which are claimed to be associated with the bidder(s), as per annexure ‘D’	
10.	GST Registration Certificate alongwith latest GST Return 3B for the Month/ Quarter of June 2021/ June 2021, as applicable	
11.	PAN Card of Proprietor/ Partnership Firm/ HUF/ Association of Persons/ Company/ Society/ Trust/ Union, etc.	
12.	ITR(s) for preceding three financial year(s) – 2017-18 (A.Y. – 2018-19), 2018-19 (A.Y. – 2019-20) and 2019-20 (A.Y. – 2020-21)	

S. No	Particulars	Page No.
13.	Registration Certificate in respect of Micro and Small Enterprises (MSEs), as defined in MSE Procurement Policy issued by Deptt. of Micro, Small and Medium Enterprise (MSME), if applicable. However, relaxation to MSME registered bidder shall be subject to furnishing of relevant valid certificate for similar services. Any intended bidder(s), who claims to be registered under MSME with respect to services other than the instant services, will not be entitled for any exemption applicable for MSME	
14.	Undertaking as per annexure 'E'	

Important Note(s):

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

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

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 correct 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