

District Programme Manager National Health Mission District Training Centre, Opp.Bishop Jerome Nagar,

Dated: 04.07.2020

Kollam, Ph: 0474 2763763

SHORT QUOTATION NOTICE

No. DPMSU-KLM/1227/ABMO/2020/DPMSU

Tender Document for Operating Mobile Medical & Surveillance Units in Kollam District

Bid submission Starting date: 06.07.2020

Last date and time for online uploading of Tender: 13.07.2020

Date of opening of bid: 15.07.2020

NOT TRANSFERABLE

For details;

www.arogyakeralam.gov.in Email: dpmkollam@gmail.com Ph No.0474 2763763

A. Introduction

- The District Health and Family Welfare Society invites E- tenders for operating Mobile Medical Units & Surveillance Units (MMSU) to be deployed in Kollam District for the delivery of primary health care services to underserved areas per the details provided in subsequent paragraphs
- This bid is invited for operating Mobile Medical & Surveillance Units on Rental basis shall be valid for a period upto 31st March 2021. However, the Agreement will be renewable on an annual basis subject to satisfactory performance of the services. The agreement shall be extended on mutually agreed terms.
- The successful bidder has to supply vehicle, equipment's and consumables, provide the services of doctors and staff
- This tender is an e-tender and only on-line bid submission is possible. The e-tender portal (www.etenders.kerala.gov.in) is designed by National Informatics Centre (NIC) and supported by the IT Mission, Kerala

B. TENDER DETAILS

| 1. | Tender No. | DPMSU-KLM/1227/ABMO/2020/DPMSU |
|----|----------------------------------|---|
| 2. | Tender cost | ₹ 3300 plus 12% GST) |
| 3. | Estimated cost for 9 months | ₹ 21,87,000/- |
| 4. | EMD | ₹ 21,870/- |
| 5. | Performance Security | 5% of the total offered price for entire duration of contract (For successful Tenderer) |
| 6. | Validity of Performance Security | Up to 90 days after the date of completion of the contractual obligations |
| 7. | Period of Contract | Shall be for a period upto 31.03.2020. However, the Agreement will be renewable on an annual basis subject to satisfactory performance of the services. The agreement shall be extended on mutually agreed terms. |

C. SCOPE AND DESCRIPTION

WHO has declared COVID-19 as a pandemic. Kerala had reported the first case in India on January 30th 2020. With proper identification of individuals with risk, rigorous contact tracing, ensuring good quality home isolation, testing all eligible individuals and providing high quality care to COVID cases, Kerala state had managed to control the COVID -19 outbreak till date. However, COVID-19 has resulted in a scenario where people accessing hospitals for primary health care have reduced. Elderly people, people with morbidity and children under 10 years, being vulnerable to COVID-19, are advised to remain at home. They have various medical needs. Primary Health Care Team of Kerala are addressing their medical needs by offering tele health help line and delivering medicines at their door steps.

However there are certain sections of the society, which are far off from health institutions and in areas not having adequate transport facilities. Such areas include tribal population and waterlogged areas in some districts. In addition to that people living in slums and coastal areas have difficult access to comprehensive primary healthcare due cultural or convenient timing issues. Hence, to address the gap, and to ensure Comprehensive Primary Health Care Services to such population at their doorsteps, Government of Kerala is planning to implement Mobile Medical Units.

The main purpose of implementing MMU service is to assist the primary health care team at periphery to provide the services available at Primary Health Centres and to ensure Preventive, Promotive and Curative Services at the doorstep of the vulnerable people living in the areas of difficult access.

- To ensure assured fixed primary health care services in identified fixed locations at fixed intervals in identified Panchayats.
- To assess and address the health needs of people in quarantine in linkage with the tele health helpline services.
- To assist Surveillance of COVID and other communicable diseases including collection of specimen if any.

- To provide quality Primary Health Care services including referral services as per the objective of 'Aardram Mission'
- Distribution of IEC Material provided by State/ District/ NRHM/ tribal department on health including personal hygiene, proper nutrition, use of tobacco, diseases, PNDT Act etc., RT/STI, HIV/AIDS.
- · Promotion of Menstrual hygiene among adolescent girls.
- Any promotional or awareness creation activities entrusted by NRHM / tribal department.
- To provide essential health care service for chronic illness such as Diabetes Mellitus, Hypertension, Epilepsy Chronic Respiratory Diseases Chronic Arthritis, Acid Peptic Disease.
- To contribute to improvements in IMR, MMR and CMR and other health goals in the designated areas and screen and detect communicable disease like malaria, TB and filarial.
- To provide minimum Laboratory Investigation such as Urine for Alb & Sugar, Pregnancy test, Blood Sugar level estimation, Hemoglobin estimation Sample collection for detailed in investigation at PHCs and sputum collection for Microscopy/NAAT.
- To create awareness regarding communicable and non-communicable diseases and their prevention through LEC activities.
- To reduce Out of Pocket Expenditure of target populations.
- Address medical needs of people under quarantine following Infection control guidelines in linkage with Tele Health Help Line/Tele-medicine link.
- Assist District Surveillance Officer in any special surveillance activities including sample collection.
- Curative Services for common illnesses and chronic illness
- First Aid
- Referral Services
- Family Planning Services
- · Antenatal and Postnatal Care
- · Immunization services
- · Counseling on all matters including HIV/AIDS
- Implementation of National Health Programs
- Health Education Activities and Environmental Sanitation
- Minimum routine laboratory investigations.
- Management of Bio Medical Waste (segregation collection and disposal
- Extensive health related IEC activities and other services
- Samples for special investigation like sputum examination for AFB, Blood smear for Malaria Parasite & Elisa test to be sent to Designated Microscopic Center.
- For diagnosis and regular treatment of all chronic illnesses like diabetes mellitus, hypertension, chronic respiratory diseases, epilepsy, chronic arthritis and acid peptic diseases free of cost.
- Inform the local community, regarding the timing and venue of the Mobile Health Clinic.
- Shift any emergency patient to the nearest FRU during their visits to the village and maintain the
 record with detail address and the cause of emergency in the register and log book of the
 vehicle.
- Will provide feedback regarding any constraints or to modify the present system to the DMO and DPM
- Will make alternate arrangement if any staffs abstain from their duty or goes on leave without disturbing the programme.

- Will report by telephone to the concerned authorities, if there are any emergencies.
- Will attend the periodical meetings called by the DMO/DPM
- Will ensue that health services provided by them will comply with the standard quality of care and other agreed norms established by Dept of H&FW.
- Shall participate in special activities such as National Immunization Days. In addition the Service Provider will respond appropriately to epidemics, other emergencies, and carry out other such activities.
- Pay careful attention to the needs of patients and communities and ensure that they are more involved and are satisfied with the health services that are provided

The sites for the Mobile Medical and Surveillance Units shall be decided based on the following

- Primary health Infrastructure / workforce requires support
- Tribal/ Coastal/ Slum areas
- Old age homes/ Orphanages/ similar setting
- Areas with difficult geographical access
- Areas with high vulnerable population wrt Covid -19 management.
- Fixed sites for a 4-week schedule including time will be published well in advance. Each day the vehicle can have 3-4 destinations.
- Primary Health Care team of the destination shall identify and mobilize the needy persons.
- The Doctor (Minimum MBBS), Staff Nurse, Pharmacist and Lab Technician will provide Primary and selected Secondary Health Care facilities, including dispensing drugs and conducting selected lab tests. 2 days induction training shall be provided for entire team members. On monthly review meeting, half day need to be dedicated for refresher trainings related to National Health Programs/Aardram

The details of the HR for each MMU and the qualifications that will be ensured will be as follows.

| S No | Staff | Qualifications | Job Responsibilities |
|------|-------------|------------------------------------|---|
| 1. | Doctor | MBBS or higher | Providing Preventive, Promotive and Curative Services and overall responsibility for smooth functioning of MMSU Services |
| 2. | Staff Nurse | GNM or BSc nursing or higher | Assist the MO in providing Preventive, Promotive and Curative Services Conduct Health Education at every camp site and counselling for needy Recording, Reporting and Documentation |
| 3. | | Min SSLC with DMLT | Will perform basic lab tests, will collect blood and other samples tobe referred to Laboratories Ensure issue of results timely with proper coordination among lab, primary care provider and patient. |

| | | | Will maintain all statistics of screening and lab tests, stocks of consumable and test kits. |
|----|--------|---|--|
| 4. | Driver | Min 10 th Pass with Heavy Vehicle License, First Aid Certificate | |

D. Vehicle Details

The successful bidder shall organize the vehicle for (MMSU) to be deployed in difficult to reach areas in Kollam district for the delivery of primary health care services for a period upto 31.03.2020 from the date of signing the agreement.

- The successful bidder has to invest and provide vehicle, equipments and shall do the required modification for operating the MMSUs
- The doctors, paramedical staff and other staff shall be appointed by the successful bidder and paid by them
- The average distance which is expected to be travelled is 1200 Km per month.
- Reporting and Parking Place for vehicles will be at the DPMSU Kollam or any of the institutions
 under Health Services Department. However actual place of reporting and actual duty hours
 shall be specified by actual users of vehicles.
- Counting of distance will be from the starting point and closing point of the user which is normally DPMSU Kollam or the designated institution.
- Accuracy of Meters will be checked periodically by any authorized officer of NHM and reserves
 the right to get the meter calibrated or checked at any time at his sole discretion and in the
 event of any error/fault in the meter being noticed, the bill for the journey undertaken (including
 those undertaken earlier) would be adjusted, besides any other penal action as decided by
 NHM, which may even lead to termination of Contract.
- The mobile medical clinics will have to be fabricated on a suitable vehicle (Traveler /FORCE/ TATA Winger, etc.) / Four wheel drive type + Lab equipment + consumables + DG set) which can be legally converted to Mobile Medical Clinic as per Central/ State Motor vehicle act to accommodate the crew, equipments and space to provide services. The vehicle shall be selected in such a way that services can be provided in tribal areas which are generally hilly regions and where roads are narrow.
- The fabrication design for the cabin should provide space for the following.
 - 1. Should have seats for the crew.
 - 2. Examination bed fitted with adjustable examination lamp with adequate provision for maintaining privacy.
 - 3. All the diagnostic and investigative equipment's shall be mounted / fixed in a manner that they are well protected from possible shocks / bumps during travel.
 - 4. Space to conduct laboratory tests.
 - 5. A registration cum medicine dispensing window / counter fitted with lap-top and printer, space for storing medicines, cold box (vaccines) and folding tables / chairs.
 - 6. Collapsible / foldable awnings mounted on top of the cabin opening on both sides of the

- vehicle to provide protection against direct sun-light (in summers) / rain to the customers / users of the services.
- 7. The MMSU's should have First Aid Kit, Resuscitation kits, LED Light bar with integrated Public address systems of 100W and unique high intensity siren with four different tones with blinkers and lights.
- 8. All the equipment on board should be functional during the camp irrespective of whether or not electricity / access to electricity is available.
- 9. The soft copy of the exterior design will be provided by the Tender Inviting Authority. The bidder shall make arrangements to do the exterior design in all the MMCs to be operated as per the design provided using a combination of vinyl, reflective and retro-reflective stickers. The stickers have to be clear coated so as to prevent peeling of stickers.
- It will be the responsibility of the bidder to arrange MMSU vehicles along with all the listed equipments, human resources to maintain the MMSU operational. All the maintenance cost of equipment as well as that of vehicles will be borne by the bidder.
- The bidder should procure all necessary road and goods permits for the MMSU and maintain the same throughout the period.
- The logbook of movement of the MMSU shall be maintained by the MMSU driver and supervised by the Medical Officer in charge of the MMSU. Logbook shall be made available for verification by any authority nominated by the tender inviting authority.
- Bidder shall communicate the names and addresses of the Team manning a particular MMSU during the currency of the agreement. Any change in the composition of the team must be intimated to the authority nominated by the tender inviting authority. The names of men at work at the MMSU at any point of time must also be displayed prominently on the MMSU.
- The bidder will also comply with confidentiality and privacy laws including patient details.
- All records maintained by the bidder regarding operations of MMSUs will be made available to any government authority including audit on demand.
- It should be clearly understood that under no circumstances, the MMSUs will be used to
 advertise the operations of the bidder. It should be clearly mentioned on the outer body of the
 MMSU that the service is provided by the bidder under an agreement between Tender inviting
 authority and the bidder.
- Requirements of any Act promulgated by the Central/State Law will have to be met by the bidder
- Compliance of Minimum wages Act and other statutory requirements The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labor laws. The bidder shall also comply with all other provisions of applicable statutes.
- The overall legal responsibility of provision of medical care lies with the Authority/public health facility.
- The bidder shall maintain confidentiality of medical records and shall make adequate arrangements for cyber security.
- Income tax deduction at source shall be made at the prescribed rates from the bidder's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.
- The Tender Inviting Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the bidder.
- The bidder agrees to adequately train, instruct and supervise staff to ensure as is reasonably

- practicable, the health and safety of all persons who may be affected by the services provided under the agreement.
- All Service Users have a right to privacy and therefore all information and knowledge relating to them and their circumstances must be treated as confidential. The bidder must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that service user's affairs are only discussed with relevant people and agencies.
- The bidder shall comply with all legislations, which otherwise would have been applicable had the services been run directly by the Government agencies.

E. List of Medicines, Consummables and Equipments

• Tentative List of Essential Drugs at MMSU

| 1 | T Paracetamol 500mg | |
|----|---|--|
| 2 | Sy. Paracetamol 125/5ml | |
| 3 | T Chlorphenamine Maleate 25 mg | |
| 4 | T Iron | |
| 5 | T Calcium Carbonate | |
| 6 | T Folic Acid 500 mcg | |
| 7 | T Ranitidine 150mg | |
| 8 | T Amlodipine 5mg | |
| 9 | T Atorvastatin 10 mg | |
| 10 | T Telmesartan 40mg | |
| 11 | T losaratan 25 mg | |
| 12 | T Aspirin 75mg | |
| 13 | T Metformin 500mg | |
| 14 | T Glimipride 1mg | |
| 15 | T Azithromycin 500mg | |
| 16 | C Amoxycillin | |
| 17 | Sy Amoxycillin | |
| 18 | T Deriphyllin 300mg | |
| 19 | T Salbutamol 4mg | |
| 20 | Sy Salbutamol 2mg/5mg | |
| 21 | ORS | |
| 22 | T Zinc Oxide | |
| 23 | Miconazole Ointment | |
| 24 | Emergency Kit (HydrocrotisoneInj, Adrenaline, Atropine, Ambubag | |
| 25 | First Aid Kit (Band-Aid, Betadine, Cotton, Guaze) | |
| 26 | T Aceclofenac 100mg | |
| 27 | T Doxycycline 100mg | |
| 28 | T Phenytoin 100mg | |
| 29 | Permithrin 5% | |
| 30 | Betamethasone Propionate | |
| 31 | Ciprofloxacin Eye drops | |

• Tentative List of Essential Equipments in MMSU

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• Tentative list of Lab Consummables

| 1 | Hemoglobinometer | |
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| 2 | Hb Strips | |
| 3 | UPT Kits | |
| 4 | Lancets | |
| 5 | Glucometer | |
| 6 | Vacutainers | |
| 7 | Syringe | |
| 8 | Needles | |
| 9 | Sputum Cups | |
| 10 | Falcon Tubes | |
| 11 | Test Cards- Dengue/leptospirosis | |
| 12 | VTM/Dacron swabs (for COVID Surveillance) | |
| 13 | Gloves/Masks | |
| 14 | Sanitizers | |
| | | |

F. Other Tender Conditions

- The rate quoted for the vehicle in the tender shall be on a monthly basis inclusive of all taxes including GST if applicable.
- The rate quoted should include all the costs. There shall not be any price increase in the rates quoted during the currency of the contract.
- The vehicle shall be available within 10 days from the date of receipt of order. Otherwise the contract will be terminated and contract will be awarded to L2
- The contract can be terminated by giving a notice of one month on either side.
- The NHM may or may not amend the terms and conditions of the tender document on the basis
 of feedback obtained based on the published Tender, with a view to obtain maximum number of
 competitive bids.
- The tenders should be prepared and submitted as per the tender formats only prescribed in the

- tender document (BOQ attached) in the website. The bidder(s) shall have to deposit an EMD as mentioned along with the cost of tender document
- Minor infirmities in the submission of the documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- There will not be any individual communication in respect of general notices, amendments etc. The prospective bidders are advised to check for updates in our website: www.arogyakeralam.gov.in on a daily basis. Individual communications will only be issued in exceptional cases, at the discretion of the Tender Inviting Authority. All notices/information will also be disseminated through the Tender Inviting Authority's website and it will be binding on the Bidders. The prospective Bidders are advised to browse the website of the Tender Inviting Authority on a day-to-day basis till the tender is concluded.
- Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.
- The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
- It is desirable to have the Registration with GST, PAN etc. However, if the Service Provider does
 not possess any or all the above, they should obtain the same if required by law to execute this
 service, within one month of commencement of Contract. If the Service provider is having an
 aggregate turnover of more than Rs.20 Lakhs per annum it is mandatory to have GST
 registration.
- The attested copies of R/C Book, Insurance policy and tax token of the vehicle/vehicles supplied
 under this contract should be submitted to the Officer of DPMSU, NHM and will be subject to
 scrutiny. Govt. Tax / Levy / Duty other than Service Tax for plying the vehicles will be borne by
 the bidder.
- The registration numbers of the vehicles to be provided as part of the contract should be invariably be quoted in the bid.
- Vehicles, mentioned in the Contract document, should not be changed without valid reasons and the same should have prior approval from NHM
- Consumables like fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability
- Trip sheet / Log Book should be maintained for all vehicles as per prescribed format of NHM
 (Annexure -III) and should be handed over the same to Officer of DPMSU, NHM at the end of
 duty every day. The trip sheet / log book should be completed and signed by the authorized
 users from NHM. Trip sheets / Log books without proper signature shall not be considered for
 monthly payment.
- The releasing time of the vehicle is the time specified in the trip sheet duly signed by the last user of the vehicle.
- Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains.
 Vehicles so hired may be inspected by designated officer from Officer of DPMSU, NHM with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- Name boards such as 'On Contract with National Health Mission, Government of Kerala' to
 be displayed on front and rear (<u>Black letter in Medium blue background as per RTO/KMVD
 rules</u>),ie <u>above the front and rear number plates of all vehicles provided</u> during the contract
 period. The specifications of the same will be intimated once the contract is awarded. <u>Vehicles</u>
 without the name board shall not permitted for duty under any circumstances.

G. Debarring Conditions:

- No vehicle should be supplied having registration in the name of employee of NHM or their close relative and a certificate to this effect be given on the body of bill while submitting claim.
- No sub-contracting of the Service allotted is permissible by NHM. The near relatives of all NHM
 employees either directly recruited or on deputation are prohibited from participation in this
 tender.
- The tampering of meter reading, vehicle usage timings, overwriting of summary / log sheet, mismatch in total km run for trip/trips with actual distance and misbehavior of driver including absence of proper uniform, consumption of liquor etc while on duty shall be viewed very seriously, leading to even cancellation of contract.
- Service Provider shall not engage any person below 18 years of age.
- Service provider should submit the verification certificate of the driver deployed for duty as per the standard format from the concerned Police station, where the driver belongs. Drivers without proper police verification certificate shall not be allowed to perform duty under this contract.
- Misbehavior of the driver to any designated officer of NHM during duty hours. Deputing drivers showing any misconduct, pilferage, misbehavior or having any criminal background etc will be viewed very seriously, even leading to the termination of the contract
- Usage of Alcohol/drugs/smoking etc during duty hours by the drivers, especially in the premises of NHM or during out station duty.

H. General Conditions and Guidelines

- This tender is an e-tender and only on-line bid submission is possible. The e-tender portal (www.etenders.kerala.gov.in) is designed by National Informatics Centre (NIC) and supported by the IT Mission, Kerala.
- A two bid system consisting of Technical Bid and Price Bid is adopted in the invitation of bids.
- The TECHNICAL BID shall contain the complete technical details of the firm and the documents to prove the eligibility and competency of the bidder as given in Annexure I. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, the bid will stand rejected and the EMD of the bidder shall be forfeited and the bidder would be disqualified for future participation in any tender invited by Tender Inviting Authority.
- The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation. The Price Bid (BOQ) in the prescribed proforma shall be submitted online only. Submission of price bid (BOQ) in any other form will lead to rejection of bids.
- In order to participate in the tender using the e-Procurement system, the bidders are required to get enrolled in the e-Procurement portal of Govt. of Kerala- www.etenders.kerala.gov.in
- Bidders who wish to participate in the e-tendering shall have valid Digital Signature Certificate
 (DSC) as per Information Technology Act, 2000. The bidders can get Digital Signature
 Certificate from any of the Government approved certifying agency i.e. consultancy services.
 The bidders may obtain information required to issuance of Digital procurement system from the
 e-tender portal itself. Help desk telephone No.1800 233 7315 (toll free) or 04712577088/188/388 can also be availed
- The bids submitted online should be signed electronically with digital signature to establish the identity of the bidders bidding online. The bidders shall issue DSC to only the responsible person who is authorized to submit online bid.
- All bids must be accompanied with Earnest Money Deposit as specified in the Tender

Document, if not exempted. State Micro, Small and Medium Enterprises registered with Government of Kerala and State PSUs are exempted from remittance of Earnest Money Deposit for products manufactured within Kerala. Domestic MSMEs shall furnish valid registration certificate from the competent authority

- Also at any time prior to the last date and time of submission of the tender, the Tender Inviting
 Authority may as per directions of the Government or otherwise, modify the condition in Tender
 Documents by an amendment. All amendments will be notified through the Corporation's
 website www.arogyakeralam.gov.in
- The submission and opening of the tenders will be online. Failure to furnish the documents containing all the details specified on-line shall result in summary rejection of the bid
- The Tenders should be prepared and submitted as per the tender formats only prescribed in the Tender Document and should be submitted online.
- Rates should be quoted as per the requirements given in the previous section.
- The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process
- Bidders shall examine all instructions, forms, terms and specifications in the Tender Document and verify the same mentioned in the table of contents are contained in the 'Bid document'
- Failure to furnish any information required by the Tender Document and submission of an offer not substantially responsive to it in every respect shall result in the summary rejection of bids, without any notice
- The Tender Document is to be downloaded from the e-Procurement portal www.etenders.kerala.gov.in
- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language or in Malayalam, if provided
- The documentary evidences submitted shall be those duly attested by the bidder on every page and serially numbered. Notarization wherever specified will be in addition to the attestation of the bidder as above
- The person signing the documents shall have due Power of Attorney/Resolution of Board made by the Board of Directors/Partnership/Proprietor etc in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document. The photo of the person authorized to sign the document shall be affixed to the Power of Attorney with due authentication
- The bidder shall furnish a declaration of having read and accepted the contents of the Tender Document in full.
- An offer submitted in vague/ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected
- The Tender Document fee and the EMD required for this tender are as specified in section B and the payment shall be as specified in following clause
- Mode of payment of Tender Document Cost & EMD
- i. For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website (www.etenders.kerala.gov.in)
- ii. Bidder should ensure that Tender Document fees and EMD are remitted as single transaction and not separate. Separate or split remittance for Tender Document fee and EMD shall be

- treated as invalid transactions
- iii. Bidder should ensure that account number entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that Tender Document fee and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender
- iv. Bidder should ensure the correctness of details furnished while remittance through NEFT/RTGS. Bidder should also ensure that the banker uses the Account Number (which is case sensitive) as displayed or appears in the Remittance form
- v. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc should be entered in the account number column along with account number for NEFT/ RTGS remittance
- vi. NEFT/RTGS remittance only allowed: Account to Account transfers, cash payments etc are not allowed and are invalid modes of payments
- vii. UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer is used as it is, without any truncation or addition, in the e-Procurement system for tracking the payment
- viii. One Remittance form per bidder and per bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder
- ix. The bids will not be considered for further processing if bidders fail to comply on Clauses 26 e (ii) to (viii) above and tender fees and EMD will be remitted back to the account from which it was received
- x. All the prospective bidders on their own interest are requested to avoid last minute rush in making payment and online Bid submission. Non receipt of payment before online opening of the Technical Bid will lead to automatic rejection of the bid
- xi. Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid
- xii. No interest will be paid for the EMD furnished
- xiii. The EMD will be forfeited, if a bidder; misrepresents of facts or submitting false/fake documents during the tender process, if the bidder willfully violates any terms and conditions of the tender documents, withdraws its bid after the opening of bid; or a successful bidder, fails to sign the contract.
 - Bid Evaluation Price Bids shall be evaluated to determine whether they are complete, whether
 any computational errors have been made, whether documents have been properly signed and
 whether bids are generally in order. The bids submitted shall be evaluated by comparing the
 rates quoted for each category of the vehicles separately. If the L1 bidder failed to submit the
 vehicle or disqualified due to any technical reasons, then subsequent bidders shall be
 considered for meeting the vehicle requirement,
 - The procedure adopted for comparison of bids shall be on the total cost of hire of the services, inclusive of all duties, levies and charges, excluding Service Tax
 - Right to Accept or Reject :.
 - NHM shall not be bound to accept the lowest or any tender and reserves to itself the right to
 accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without
 assigning any reason thereof and without incurring any liability to the affected bidder(s) for the
 action of NHM.

- Award of Contract NHM shall award the contract to those bidders whose offers have been found technically, commercially and financially acceptable under each vehicle categories. The bidder shall within 3 (three) days of issue of the award, shall execute an agreement in Rs.200 Kerala Stamp paper (Format shown in the Annexure) along with the performance security (SD) in the form of DD and also to be prepared for commencing the service, from the date of signing of Contract.
- Signing of Contract Signing of Agreement shall constitute the award of hiring contract on the bidder.
- Notices The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;
- i. The tender notices, documents, corrigendum, addendum etc if any.
- ii. Amendments to the tender conditions, if any.
- iii. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- iv. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
- Annulment of Award Failure of the successful bidder to comply with the requirement of the tender shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event NHM may make the award to any other bidder at the discretion of NHM or call for new bids.
- Period of validity of bids.
- i. The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NHM as non-responsive.
- ii. A bidder accepting the request of NHM for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.
- Clause by clause compliance A clause- by clause compliance of service to be provided shall be given as per the Terms & Conditions given in the tender document.
- Duration / Period of Contract The contract will be awarded upto 31st March 2021 which will be extended for a maximum period one year based on the requirement and satisfactory performance of contractor.
- Performance Security (SD) The successful bidder shall be required to deposit an amount equivalent to 5 % of the total offered amount for duration of contract, within 3 days of award of contract as Performance Security (SD).
- i. Performance Security (SD) shall be submitted in the form of DD.
- ii. Performance Security (SD) will be discharged after completion of Service Provider's performance obligations under the contract.
- iii. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for NHM to forfeit either whole or any part of performance security (SD) furnished by the bidder as compensation for any loss resulting from such failure.
- Terms of Payment:

- i. The payment shall be made within 30 working days from the date of receipt of bill (along with duly filled trip sheet) in the office of The District Programme Manager, NHM. Monthly bills of vehicles shall be submitted in triplicate to the authority specified in contract along with the original of the completed trip sheets duly signed by the users of the vehicle by the 5th of the following month for payment. In case, the bills are not submitted to NHM as per above schedule, it will not take responsibility for delay in payment.
- ii. It should be ensured that there is no overwriting in the Trip sheets. In no case, Trip sheet without signature will be accepted for payment and if it is found so, the amount will be disallowed. Also trip sheet found with corrections without the signature of concerned officer of NHM, tampering and irregular with the registers kept by the NHM including the vehicle in and out register, drivers duty register etc will also be not considered for the payment.

• Prices:

- i. The rates should be based on the requirements given
- ii. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
- iii. In case of any increase / reduction of taxes and statutory levies (if any) during the contractual period, NHM shall not be liable to compensate during the contract period.
- Insurance The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. NHM shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on NHM, the same shall be reimbursed /indemnified by the Contractor.
- NHM will NOT have obligation as below:
- i. No liability whatsoever for payment of wages/salaries /other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Contractor shall indemnify NHM against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- ii. No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to NHM have to be suitably compensated by Service Provider.
- iii. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- iv. Not be responsible to any penalization finalized by MVD/RTO authorities, due to the absence of any statutory requirements such as absence of uniform for driver, absence of copies of vehicle documents, rash driving of the vehicle etc.
- v. Contractor shall be the employer for his workers and NHM will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

• Miscellaneous Conditions:

- i. The technically qualified bidder with the lowest evaluated price for the respective category of vehicles mentioned in the bid will be considered.
- ii. In case the date fixed for opening of bids is subsequently declared as holiday by the

- Government, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- iii. NHM reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with NHM and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.
- Penalty for breach of terms & conditions:
- i. In case of Drivers reporting for duty without uniform, a penalty of Rs. 100/- will be charged per instance and the same will be deducted from the current month bill. If the driver reported for duty without proper uniforms for more than four days of a month, measures will be taken to remove the contract of the concerned contractor after issuing notice seeking explanation regarding.
- ii. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges of another vehicle equivalent, on pro-rata basis for the period. If the number of unavailability of vehicle exceeds three times in a month without providing any alternative measures, the contract shall be terminated without any notice and the NHM will consider the next eligible bidder for occupying the same.
- iii. In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle, the hire charges incurred for an alternative vehicle on the same category used till the time the replacement, is deducted from monthly bill of the bidder. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed in addition to the hire charges of the additional vehicle and also measures will be taken to remove the contract of the concerned bidder.
- iv. The penalty for temporary absence during duty hours without valid permission shall be Rs.100/per hour of absence along with the hire charges incurred for an alternative vehicle on the same
 category used till the replacement of the same. If the number of hours of un-authorized absence
 of driver for duty exceeds 24 per month, measures will be taken to remove the contract of the
 concerned bidder. Also NHM will consider the next eligible bidder for executing the service, in
 place of the contractor.
- v. If the vehicle provided by the contractor is found to be not in good condition or without proper document or falls in different category; then the mentioned vehicle may be rejected and sent back. No payment shall be made on account of such rejection.
- vi. No payment will be made for vehicles supplied by the Service Provider originally registered with RTO before 01/01/2015 (Registration date/Month/Year of Vehicle). In case of providing alternate vehicle other than the vehicle quoted, such vehicles should also comply with the terms & conditions mentioned in this tender.
- vii. No payment will be made for vehicles supplied by the Service Provider without proper name boards, The clause mentioned shall be applicable to the alternate vehicles provided, if any.
 - Force Majeure If any time, during the continuance of this contract, the performance in whole
 or in part by either party of any obligation under this contract is prevented or delayed by reason
 of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods,
 explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter
 referred to as events) provided notice of happenings, of any such eventuality is given by either

party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of NHM as to whether the contract have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

- Disputes/Appeal In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to The Principal Secretary to Government, Health & Family Welfare Department, Government Secretariat or any other person appointed by him. His decision will be final and will be binding on both the parties.
- Jurisdiction of Courts The District Court of Kollam, Kerala has exclusive Jurisdiction to determine any proceedings in relation with this contract.
- Termination of Contract
- i. In case of any default by the Contractor in terms of service (such as unavailability of vehicle/driver, improper vehicle condition) and / or in any of the terms & conditions (as given in the Tender Document), NHM may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 30 clear working days notice in writing to the Service Provider.
- ii. All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.
- iii. Notwithstanding anything contained herein, NHM also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.
- Termination for insolvency NHM may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- Set Off (Recovery of Sum due):
- i. Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by NHM and set off the same against any claim of NHM for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with NHM.
- ii. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this contract. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to NHM on demand the balance amount, if any, due to NHM within 30 days of the demand by NHM.
- iii. If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

• Important details & dates in a glance:

| 1 | Tender No. | DPMSU-KLM/1227/ABMO/2020/DPMSU dated | |
|---------|------------------------------------|--|--|
| | | 04.07.2020 | |
| 2 | Earnest Money Deposit (EMD) | Rs. 21870/- | |
| 3 | Performance Security | 5% of the total offered price for duration of contract | |
| 4 | Cost of Tender | Rs.3300+12% GST | |
| | Important Dates | | |
| SI. No. | Particulars | Date and Time | |
| 1 | Date of release of tender | 06.07.2020 | |
| 2 | Last date for online submission of | 13.07.2020 | |
| | tenders | 13.07.2020 | |
| 3 | Date of opening of bid | 15.07.2020 | |

(Bid Document and subsequent clarifications on bid terms, if any, can be downloaded from e-tender web site, https://etenders.kerala.gov.in)

District Programme Manager, NHM & Tender Inviting Authority

Dr. Harikumar S District Program Manager