# TENDER FOR ENGAGEMENT OF AGENCY FOR HEALTH SERVICES FOR STUDENTS IN KENDRIYA VIDYALAYAS

a. Period of Availability of TENDER Document online

From **01.02.2016** to **28.02.2016** 

Address: KVS, HQ, 18, Institutional Area Shaheed Jeet Singh Marg, New Delhi-110016

- b. Last Date for submission of Proposal: 29.02.2016 upto 5.00 PM
- c. Date and time of Opening of Proposal and Presentation:
  - Date & time for opening of Technical Proposal: 01.03.2016 at 3.00 PM
  - Date and time of Technical Presentation: 08.03.2016 at 11.00 AM
  - Date and time of opening of financial bids: 10.03.2016 at 11.00 AM
- d. Place of opening the tender: KVS (HQ).
- e. Tender document can be downloaded from website <a href="www.kvsangathan.nic.in">www.kvsangathan.nic.in</a> Tender document should be enclosed with a Demand Draft of Rs. 2000/- in favour of KVS payable at New Delhi, towards the cost of tender document.

### INTRODUCTION

Kendriya Vidyalaya Sangathan (KVS) is an autonomous body under the aegis of Ministry of Human Resource Development, Govt. of India, running over 1100 Kendriya Vidyalaya across the country with an enrolment of about 12 Lac students. (1000 Average enrolment.)

Presently, the KVS invites sealed tenders in TWO Bid system from duly registered/ reputed Persons/Organizations/ agencies/ companies/ firms etc for providing Medical Services in the following categories initially at four (04) locations, i.e, one Kendriya Vidyalaya each in the states of Haryana (KV Gurgaon), Chhattisgarh (KV Bachheli), Himachal Pradesh (KV Mandi) and Nagaland (KV Kohima) as a pilot project. The contract value for all the four locations is estimated at about Rs. 25 Lacs. The project is scalable for other units based on the review of the project yielding desired results. (Subject to GFR)

### MINIMUM STANDARDS/ BENCHMARKS FOR THE SERVICES SOUGHT ARE AS UNDER:

S.NO.	NAME OF STAFF	NUMBERS REQUIRED FOR EACH KV	ESSENTIAL QUALIFICATION
1	Doctor (MBBS)	01	MBBS and above, having registration with Medical Council of India/ State Medical Council
2	Nurse	01	Diploma in General Nursing and Midwifery with Registration in the Nursing Council
3	Counselor	01	MA/MSc (Psychology) from a recognized college or University + Regular One year Post Graduate Diploma in Guidance & Counseling OR MA/MSc/MCom with BEd/MEd qualification + Regular One year Post Graduate Diploma in Guidance & Counseling
4	Nutritionist	01	Bachelor in Nutrition and Dietetics OR Dietetics and Community Nutrition Management

# SCOPE OF WORK

- Ensure health checkup for students/ children annually through health team personnel.
- Each team shall comprise of doctor, dentist, ophthalmic Asst, Health Assistant/Nurse (female/male) as the case may be.

- Issue health card on spot and online. (Dovetailed with KV Shaladarpan)
- Develop and inform student diseases profile based thematic/ analytic reports on annual basis based on IT/GIS solutions. (Dovetailed with KV Shaladarpan)
- Provide services of nutritionist (Weekly) and counsellor (Daily basis).

The more detailed understanding of scope of work is as under:

- I. To conduct health screening and check-ups of all children upto XII standard **annually** in an organized, well-coordinated and transparent manner. The following parameters are assessed in the detailed health examinations:
  - a. Nutritional Status by Measurement of Height and Weight
  - b. Clinical Examination and Assessment for Anemia
  - c. Eye check up for refractive errors
  - d. Hearing test
  - e. Dental Examination
  - f ENT Examination
  - g. General systemic health examination
  - h. Assessment of common health disorders like Intestinal parasites, Scabies, Pediculosis
  - i. Sensory and Motor Examination
  - j. Immunization status check-up
  - k Follow- up of referred children
- *ll.* To provide Medical Room Facilities at the School Premises with the scope as under:
  - One Doctor at The School, for two hours, during school hours.
  - One full time counsellor and nurse in the School, during school hours.
  - The sick bay shall be managed by the Doctor with the support and cooperation of the school authorities at The School. Service Provider will operate the clinic of the school at the School Premises and that the school is responsible and will co-operate for housekeeping the clinic.
  - First Aid.
  - Referral -- students who require attention of a specialist are referred to referral centers/Govt. Hospitals/Private hospitals
  - It is explicitly stated that the Medical Services at school are aimed at wellness and do not constitute emergency services.
- III. To issue health cards to all school children for tracking health status (dovetailed with KV Shaladarpan)
- IV. Counseling Services to the students with the scope as under:
  - To deal with topics such as:
    - o Facing examination without fear

- o Stress management for students
- o Developing study habits in students, Study skills/ techniques and Time Management etc.
- o Communication skills
- o Life skills
- · Dealing with low achieving, and high achieving students
- Conducting class surveys to know the career choice of students
- Career choice of students based on the result of administering Aptitude Test and Interest inventory
- Career talks
- Visit to workplaces
- Career conference cum Exhibition
- Providing counseling to problematic students
- V. Providing Nutritional Services to take care of students' weight gain/ loss (as well as children with chronic illness who need long term diet plans) and hence managing their problems through alternate means of therapy.
- VI. To develop and maintain a system of efficient, transparent, and accurate record keeping on all parameters of the Program.
- VII. Human Resources: Responsibility of procurement of Human resources as detailed in Terms of Reference, including medical, administrative and support staff.

### SCOPE OF TENDER

- **a)** Detailed description of the objectives, scope of services, deliverables and other requirements relating to School Health Program are specified in this **TENDER**.
- b) The selection of the **Successful Tenderer** shall be on the basis of evaluation by the Kendriya Vidyalaya Sangathan, Government of India through the Selection Process specified in this TENDER. Tenderers shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the department's decision is without any right of appeal whatsoever;
- c) The Tenderer shall submit the Proposal in the form and manner specified in this TENDER. The Financial Proposal (Part C) shall be submitted in the format specified in Annexure 5.
- d) At any time prior to the date for submission of TENDER, Kendriya Vidyalaya Sangathan may, for any reason, whether at its own initiative or in response to the discussions/ clarifications from pre bid meeting, modify the TENDER document by issuance of addenda and convey to the persons who have purchased the TENDER document. The addenda would also be placed on the website <a href="www.kvsangathan.nic.in">www.kvsangathan.nic.in</a> Such addenda

- will become an integral part of the TENDER document.
- e) Incomplete TENDER in any respect or those that are not consistent with the requirements as specified in this Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- f) Strict adherence to formats. wherever specified. is required.
- g) All communication and information should be provided in writing and preferably in English language. All communication and information provided should be legible.

  The financial proposals given in figures should be mentioned in words also.
- h) No change in/or supplementary information shall be accepted once the TENDER is submitted. However, Kendriya Vidyalaya Sangathan reserves the right to seek additional information and/or clarification from the Tenderers, if found necessary. during the course of evaluation of the TENDER. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Kendriya Vidyalaya Sangathan may be a ground for rejecting the TENDER.
  - The TENDER shall be evaluated as per the selection criteria specified in this TENDER Document. However, within the broad framework of the evaluation parameters as stated in the TENDER, Kendriya Vidyalaya Sangathan reserves the right to make modifications to the stated evaluation/selection criteria, which would be uniformly applied to all the Tenderers.
  - j) The Tenderer should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Tenderer in its dealings with Kendriya Vidyalaya Sangathan. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information responding to enquiries. etc. The Covering Letter submitted by the Tenderer shall be signed by the authorized Signatory and shall bear the stamp of the firm/consortium.
  - **k**) The Kendriya Vidyalaya Sangathan reserves the right to reject any or all of the Tenders' without assigning any reason whatsoever.
- I) Mere submission of information does not entitle the Tenderer to meet an eligibility criterion. Kendriya Vidyalaya Sangathan reserves the right to vet and verify any or all information submitted by the Tenderer.

- m) If any claim made or information provided by the Tenderer in the TENDER or any information provided by the Tenderer in response to any subsequent query by Kendriya Vidyalaya Sangathan, is found to be incorrect or is a material misrepresentation of facts, then the TENDER will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Kendriya Vidyalaya Sangathan if adequately satisfied.
  - n) The Tenderer shall be responsible for all the costs associated with the preparation of the tender and any subsequent costs incurred as a part of the Bidding Process. Kendriya Vidyalaya Sangathan shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

# **Submission and Signing of Proposal**

1. The proposal shall be submitted in three parts-

Part A - Main Submissions

Covering Letter cum Project undertaking as per Annexure 1 stating the proposal validity period.

Earnest Money Deposit.

Part B - Technical Proposal as per format set out in TENDER. (Annexure 3)

Part C - Financial Proposal as per the format set out in TENDER.(Annexure 5)

- 2. Proposal shall be written or typed in indelible ink and shall be signed on each page by the authorized representative of the Tenderer.
- 3. interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal prior to opening of the same initial them his part of the proposal.

## Part A (Main-Submissions) shall contain following documents:

- 1. Covering Letter cum Project Undertakings as per Annexure 1
- 2. Earnest Money Deposit (EMD) amounting to Rupees one Lakh (Rs.1,00,000/-) in the form of demand draft from any scheduled bank prescribed form in favor of Kendriya Vidyalaya Sangathan, payable at Delhi, along with the bid. In the absence of the EMD, technical proposal of the Tenderer shall be rejected. The earnest money shall be forfeited in case the Tenderer withdraws or modifies the offer after opening of the bid but before acceptance of the bid or he does not execute the agreement and deposit security deposit within

specified t i m e . Earnest money of unsuccessful Tenderers shall be refunded soon after final acceptance of the bid.

### PART B (Technical Proposal)

Tenderers are requested to summit a detailed technical proposal with respect to the implementation and operation of the School Health Program Services during the proposed contract period in conformity with the Terms of Reference forming part of this TENDER. These include:

- i. Tenderer will submit duly filled up Application Form (as per Annexure 2).
- ii. Tenderer will submit proposed organizational structure and Curriculum Vitae (CV) of Key personnel to be involved (Annexure 3) in the implementation and operation of the School Health Program. These Key personnel shall not change during the tenure of the contract, without prior approval of the KVS.
- iii. Tenderer will submit Approach & Methodology and Manpower Planning for implementation and operation of the School Health Program.
- iv. Tenderer will submit detailed strategy for performance monitoring and evaluation, quality assurance and internal control.
- v. Tenderer will submit an Affidavit Certifying that Entity is not blacklisted.
- vi. Tenderer will submit Letter of Declaration (Anti Collusion Certificate) mentioning that the Tenderer will not collude with the other Tenderers as per Annexure -4.
- **vii.** Tenderer will submit two copies of the TENDER document sealed and signed in all pages by the Tenderer.
- Viii The Tenderer has to submit the Pre-Contract Integrity Pact as per annexure-6
  - ix Tenderer will submit any other details the Tenderer feels necessary to include in the proposal.

# PART C (Financial Proposal)

- i. The Tenderer must submit the Financial Proposal using Form specified in Annexure -5 with proper signature and seal of the Tenderer.
- ii. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted/ accepted.
- iii. All figures should be in Rupees only.

# Validity of Proposal

The Proposal shall remain valid for 90 days after the date of bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive.

of their Proposal and their participation in the Selection Process. Department will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

# **Selection Criteria**

Evaluation of Technical Proposals

# Minimum criteria as evolved from TENDER Stage are defined hereunder:

A committee constituted by the KVS will scrutinize and analyse the proposals on the basis of eligibility criteria and submit its recommendations to the KVS.

In the first stage, the Technical Proposal will be evaluated on the basis of Tenderer's experience, presentation of Program implementation plan, and financial capability. Only those Tenderers scoring 50 marks or more out of 70 marks for their Technical Proposals shall qualify for further consideration. The Technical Proposals of all the Tenderers will be evaluated based on appropriate marking system. The categories for marking and their respective weightage are as under:

### STAGE-1

Parameter	Maximum	Means of Assessment	Scale
Past experience of Similar School Health projects	20	No. of similar health projects handled by the Tenderer in the last two years	5 project :10 marks 10 projects: 15 marks above 10 projects :20 marks
Quality of manpower being deployed for health -check up.	10	Presence of trained manpower and those proposed by the Tenderer.	Marking on the basis of available trained manpower and their qualification10
Proposed Technical Solution	25	Understanding of the overall implementation and management of various components of the program.	Methodology -10 Proposed Work Plan-5 Formats and Details-5 Human Resource and Training Process-5
	15	Understanding of issues requiring attention: Such as Coordination with school, due process for the project.	Coordination with Various entities-5  Procurement and Storage of essential items-5  Training processes

The minimum score required for being considered technically competent is set at 50 marks and would be invited to make a technical presentation. All Tenderers shall be required to make technical presentations for 30 marks and also submit hard copies during the presentation, before opening of Financial Proposals, to demonstrate their credentials before the Evaluation committee. The presentation shall broadly cover the following aspects:

- 1. Brief Organization profile, local presence, associates, major clients & projects.
- 2. Experience and capabilities of conducting similar assignments
- 3. Understanding of assignment along with methodology indicating broad scope of work and proposed action plan. The presentation should highlight how various activities under the School Health Program will be planned and carried out across all school.
- 4. Details of proposed staff structures, and training (with updates) to be provided.
- 5. Details of Monitoring and Evaluation Plans and types of Reports to be shared.

### **STAGE-2**

Parameter	Maximum Marks	Scale
Technical Presentation	30	Methodology of Operations(15)
		IT Solutions(5)
		Management of Team(10)

Total Marks =100

Weightage in Evaluation=70

# **Evaluation of Financial Bid**

The financial bids of only firms who are having the weightage of 70 marks or more than 70 marks will be considered. The financial bid should have composite cost of operations as given below.

# COST OF "HEALTH SERVICES FOR STUDENTS IN KENDRIYE VIDYALAYA"

Parameter	Cost in Rs
Operational Expense per Child	
Health Check Up &School Medical Room	
Cost per Child per Annum	

The Cost per Child includes the cost of issuing the health-card, health check-up, medical room medicines, counseling; including all associated human resource hiring, training and salaries; material costs including drug procurement, stocking and distribution, fuel and transportation, and other medical equipment; database management, administrative costs, communication and coordination, any conveyance allowance, printing and stationery and all other miscellaneous expenses inclusive of all taxes, duties, fees and so on.

The database should maintain a log of distribution of medicines or other health care consumables (if any) procured for use for treatment and stabilization (if any is so required).

### **Final Evaluation**

Those who quoted Lowest Financial bid shall be recommended for award of contract.

# Award of Contract & Commencement of Service

The successful agency shall have to execute a Contract with the KVS within 15 days from the date of selection. This along with documents and information provided by the Tenderer shall be deemed to be integral parts of the contract.

The successful Tenderer would provide services for a period of 1 year with a possibility of extension for another 2 years at the same rates subject to the satisfactory performance.

- 1) The Successful Tenderer shall take up recruitment and staff of the required number of teams within 30 days of signing the MoU. The agency shall begin issuing of health cards and create a check-up schedule per block within the next 30 days. The schedule for the First round of screenings or health check-ups of at least 50% of schools should be submitted within 30 days of signing of MoU. Any exceptions and delays must be approved and confirmed in writing from the KVS to avoid penalty.
- 2. The Agency shall provide a detailed sheet on the Process Implementation with timelines for the same.

### MINIMUM ELIGIBILITY CRITERIA FOR TENDERERS

The Minimum Eligibility Criteria to shortlist the Tenderers as per the TENDER Stage of the Bid Process are as follows:

- **1.** The Tenderer can be a for-profit or not-for-profit legal entity. It could be Single Entity/Promoter/ Consortium of Organizations/ Institutions registered/ incorporated in accordance with the applicable law.
- 2. The Tenderer must have demonstrated experience in school health services in India. The Hospitals, Chain of Hospitals, Nursing homes etc. shall not be eligible to apply.
- 3. The Tenderer should have an average annual turnover/gross receipts of at least Rs.2 (Two) Crores in any of the last 3 financial years OR "the net worth of the Single Entity/ Promoter/ Consortium of Organizations/ Institutions for the three years should be more than Rs 20 Crores.
- **4.** The Tenderer must have at least 2 years' experience in setting up and successfully running school health-related Programs. Those projects which are operating since last one year will only be considered under this criteria.
- **5.** The Tenderer should have ability to train the personnel to be employed for implementation of the Program.
- **6**. The Tenderer shall not be involved in any litigation that might compromise the delivery of services as required under this contract
- 7. The Tenderer shall not have been blacklisted by any centralj State/ Public Sector undertaking in India or Internationally

Note: In case of consortium, there should be a formal agreement between the partners accepting severe and joint responsibility for implementing of the project, reference of the Lead Partner and percentage of holding of each partner in the consortium. The maximum permissible partners in the consortium are 4 (four). For the purpose of minimum eligibility criteria, experience and turnover etc. of the partners having more than 20 % holdings in the consortium will be added.

# **Schedule of Implementation:**

- 1. The successful Tenderer shall provide Complete Solution customized to local needs for implementation of School Health Program. This includes taking up recruitment and staff the required number of teams within 30 days of signing the MoU. The agency shall begin issuing of health cards and create a check-up schedule per School within 60 days.
- 2. Successful Tenderer shall initiate First round of screenings or health check-ups 60 days of signing of MoU, except during the examination period.
- 3. Successful Tenderer shall recruit, train and induct necessary personnel in accordance to rules and regulations applicable to India within 30 days of signing of MOU. The staff so engaged/ recruited by the Successful Tenderer shall be exclusively on the pay rolls of the Tenderer and under no circumstances shall this staff will ever have any claim, whatsoever for appointment with the KVS. The Successful Tenderer shall be fully responsible for adhering to provisions of various laws applicable on them including state employment rules, labor laws, minimum wages law, Employee Death or Disability or any other rule or regulation as applicable.

3. The Successful Tenderer shall start full operations of health check-ups across the Schools within 60 days subsequent to signing of MOU. Any exceptions may be approved and confirmed in writing from the KVS.

# Responsibilities of the Successful Tenderer

# 1. Statutory Compliance:

The Successful Tenderer is responsible for the compliance of the statutory requirement under any law in respect of any asset and operation i.e. payment of tax, pollution clearance, registration, road permit, fitness certificate, insurance or any other requirement under the Indian laws.

The Successful Tenderer shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.

### 2. GENERAL:

- The Tenderer will appoint a person to be the nodal point for coordinating with the department. The person identified must be available over phone at all times.
- The Tenderer will be solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- The Tenderer will be bound by the details furnished by it to this department, while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drink, paan, smoking, loitering without work.
- The Tenderer will ensure adequate training of the staff in health check-ups

### Facilitation role of the KVS

- a. Authorize the selected partner to establish and manage the School Health Program.
- b. Release the funds to the Service Provider as per the terms and conditions of the agreement.
- c. Provide necessary support from School Management.
- d. Department will designate a person to be the nodal point as point of contact for the Tenderer.
- e. Facilitate the process of starting the Program.

- f. Provide necessary permission to the Service Provider for implementation of the project.
- g. Assist in liaisoning with the other departmental agencies for gathering information. This would include information about registered practitioners, hospitals, pharmacies etc.

# MONITORING AND EVALUATION OF SCHOOL HEALTH PROGRAM

The performance will be reviewed monthly by KVS through Designated Nodal Officer. The services and records of the service shall be subject to inspection by designated nodal officer.

For each school, the following reports must be generated:

- a. Health Check Up Report
- b. Monthly Medical Room Attendance Report
- c. Need Based Intervention Report
- d. Disease Pattern Report

The MIS System should be able to generate other customized reports in addition to progress reports as specified by KVS from time to time.

### **PAYMENTS**

The payments shall be made on monthly basis by the Department and will be based on progress made in terms of the pace and quality of the Program along with the parameters detailed above.

- i. The mode of payment will be as specified below:
  - 1. Financing of the project shall be on per child basis (considering the details shared by the Private Partner).
  - 2. Claims to be submitted on monthly basis in the first week of subsequent month
  - 3. Payments to be released on monthly basis by third week of subsequent month and upon submission of bill/s,

# TERMINATION/ SUSPENSION OF CONTRACT

i. The KVS may, by a 90 days' notice in writing suspend the contract if the Successful Tenderer fails to perform any of his obligations including carrying out the

services, provided that such notice of suspension-

- a. Shall specify the nature of failure, and
- b. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- ii. The KVS after giving 90 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (1) to (4) as specified below, may terminate the contract after giving reasonable opportunity of being heard to the Successful Tenderer.
  - **1.** If the Successful Tenderer does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the KVS may subsequently approve in writing.
  - 2. If the Successful Tenderer becomes insolvent or bankrupt.
  - 3. If, as a result of force majeure, Successful Tenderer is unable to perform a material portion of the services for a period of not less than 30 days: or
  - **4.** If, in the judgment of the KVS, the Successful Tenderer is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

### **MODIFICATION & SAVING CLAUSES**

- i. Modifications in terms of reference including scope of the services can only be made by written consent of both the parties. However, basic conditions of the contract shall not be modified.
- ii. In the absence of any specific provision in the contract on any issue the guidelines issued/ to be issued by the KVS shall be applicable.

# ARBITRATION CLAUSE

In case any dispute arises between the contracting parties that cannot be satisfactorily resolved by the **Employer**, the matter shall be referred to an arbitrator who shall be mutually appointed by the contracting parties and whose decision shall be final and binding on both the parties. However, in case the parties do not reach to any conclusion with regard to the appointment of an arbitrator, then the arbitrator shall be appointed in accordance with the India Arbitration and Conciliation Act of 1997.

### FORCE MAJEURE

i. Provided, in such circumstances of case handling and Force Majeure Event, if the Performance Standards are not complied with because of damage caused to Vehicles

or any of the Project Facilities or team members or inability to Provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults.

- ii. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of Vehicles, a suspension of or failure to provide School Health Program on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Contract without any termination payment being made in respect thereof.
- Service provider agrees to bear cost of repair or replacement of any Vehicle or medical, non-medical& IT Hardware equipment in respect thereof that is damaged as a direct consequence of a Force Majeure Event, to the extent that such cost was not covered by the relevant insurance policies that were obtained by the Successful Tenderer.
  - iv. On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies or war situation, KVS may give instructions to the Successful Tenderer including requiring deployment of certain number of Vehicles in specific locations, in such circumstances, the Successful Tenderer shall comply with such instructions and will be excused from adherence to relevant performance standards.

### RIGHT TO ACCEPT AND REJECT ANY PROPOSAL

KVS reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

# JURISDICTION OF COURT

Legal proceedings if any shall be subject to NEW DELHI jurisdiction only and shall be subject to the Laws of India only.

# ANNEXURE 1

### FORMAT FOR COVERING LETTER

[On the Letter head of the Tenderer]

Date:

To:

Sub:Tender of School Health Program

Sir/Madam,

Being duly authorized to represent and act on behalf of (here in after referred to as "the Tenderer")' and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of the Tenderer) for the Project "Health Services for Students of Kendriya Vidyalaya" in one (1) original and one (1) copy, with the details as per the requirements of the TENDER, for your evaluation.

We confirm that our Proposal is valid for of a period of three calendar months from (insert Proposal Due Date)

Yours faithfully,

(Signature of Authorized Signatory) (NAME, TITLE AND ADDRESS)

**SEAL** 

# ANNEXURE 2

# Key submissions for qualification

# 2.1 APPLICATION FORMAT

C	No	Do	rtic	ulars	Do	tai	ا
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1. Name of the Project "Implementation "	'Health S	Services	for Students	of Kendriya Vidyalaya"
2. Name and address of the Organization	respondir	ng to TI	ENDER.	
<ul><li> Telephone No. with STD Code</li><li> Fax Number</li><li> E-mail address, if any</li></ul>				
3. Name and Designation of Contact Person	on			
4. Proposal Addressed to				
5. Reference of Notice inviting for TENDE	ER			
No			Date	
<ul><li>6. Documents enclosed in support of</li><li>1)</li></ul>	f the Req	uest-		
2)				
3) 4)				
Total pages				
			-	of the Authorized Organization

# 2.2 Past Experience

For each project being shown as relevant past experience of providing services being described in the document, please provide a profile based on the following template. Please provide only broad details of the projects.

Sl. No.	Project Details	
	Name of the Project	
	Start Date/ End Date	
	Current Status	
	Number of Staff Deployed	
	Number of Students Covered	
	Whether the Project has relevance to current tender	
	Project Highlights and achievements	

# 2.3 Turnover of the Organization

Enclose:

- a. Audited Balance Sheet for each year
- b. Income Tax Return for each year

Dated this .......Day of......,20......

# 2.4 FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity / Promoter(s)/ Director(s)/ Partners of Entity are not blacklisted (On a Stamp Paper of relevant value) (specify?)

# **AFFIDAVIT**

I, M/s (Sole Tenderer/ Lead Member/ Member), (the names and addresses of			
the registered office) hereby certify and confirm that we or any of our promoter(s)/			
director(s) are not barred by Kendriya Vidyalaya Sangathan, Government of India/ or any			
other entity of Government of India or blacklisted by any state government or central			
government! department/ organization in India from participating in Project/s, either			
individually or as an authorized signatory of the Company being represented as on the			
(Date of Signing of application).			
We further confirm that we are aware that, our Application for the captioned Project would			
be liable for rejection in case any material misrepresentation is made or discovered at any			
stage of the Bidding Process or thereafter during the contract period.			

# ANTI COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our Proposal for School Health Program in India against the TENDER issued by KVS, We have not acted in concert or in collusion with any other Tenderer or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _		_Day of _	 , 20	
(Name)				
Authorized	Signatory			

### Annexure- 3

# 3.1 Technical Proposal

- i, Introduction
- ii. Objectives
- iii. Brief outline about Tenderer's strength to execute project
- iv. Proposed solution Salient Features
- v. Important Activities
  - 1. Issuance of Health Cards to all students
  - 2. Plan for conducting health screenings
  - 3. Referral Service Management
  - 4. Medical Room Management System
  - 5. Counselling and Career Guidance Management
  - 6. Nutritional Counselling
  - 7. Preventive Care and Health Awareness Delivery

# 3.2 Key Personnel

Using the format below, please provide the summary information on the profiles of personnel; you propose to include for evaluation and the roles they are expected to play in the project:

Sr.no	Proposed role	No of	Area of	Key
		resources	expertise	responsibilities

# 3.3 Qualification of Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

S.No	Description	Details
1	Designation	
1	Role	
2	Total years of relevant experience	
3	Educational qualifications	

# 3.4 Qualification of Currently Available Manpower operating similar and relevant Projects in the bidding Company.

S.No	Description	Details
1	Designation	
1	Role	
2	Total years of relevant experience	
3	Educational qualifications	
4	Role in the Organization	

# **Annexure-5**

# FINANCIAL PROPOSAL

 $T_{\Omega}$ 

The Commissioner

Kendriya Vidyalaya Sangathan,

New Delhi

Sub: -for "Health Services for Students of Kendriya Vidyalaya".

Sir,

1. Having carefully examined all the parts of the TENDER documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, II We hereby propose to implement the project as described in the TENDER document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.

- 2. 1/ We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the TENDER document without any change, reservations and conditions.
- 3. If our proposal is accepted, we undertake to deposit security deposit of 10% of bid value within 7days of execution of the formal contract.
- 4.1/ We agree to abide by this proposal/bid for a period of 90 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
- 5. Unless and until the formal contract is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the Government of India.
- 6. We submit the Schedule of Rate as appended herewith.

Yours faithfully

Name and Signature of the Authorized Signatory Seal of the Organization Date: ...

Date: ...

Encl: Price Bid

# **5.1 Price Bid** Financial Bid (in envelope 2)

As part of the financial proposal, the Tenderer is required to propose a per-c rate that it would charge the Department for providing the services listed as part of the Scope of Work in this document.

Parameter	Cost in Rs
Operational Expense per Child	
Health Check Up &School Medical	
Cost per Child per Annum	

The Cost per Child includes the cost of issuing the health-card, health check-up, medical room medicines, counseling; including all associated human resource hiring, training and salaries; material costs including drug procurement, stocking and distribution, fuel and transportation, and other medical equipment; database management, administrative costs, communication and coordination, any conveyance allowance, printing and stationery and all other miscellaneous expenses inclusive of all taxes, duties, fees and so on.

Signature of Authorized Signatory Seal with Designation Place:

Date:

# PRE CONTRACT INTEGRITY PACT

# General

This pre-bid pre-contract Agreement (hereinafter called the
integrity Pact) is made on day of the month of
201_, between, on one hand, the Commissioner
of KVS acting through Shri, Designation of the
officer KV/RO/ ZIET/KVS(HQ) (hereinafter called the
"BUYER", which expression shall mean and include, unless
the context otherwise requires, his successors in office and
assigns) of the First Part and M/s represented by
Shri, Chief Executive Officer (hereinafter called
the "BIDDER/Seller" which expression shall mean and
include, unless the context otherwise requires, his successors
and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

# NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/Prejudiced Dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired sold stores/equipment at a compelitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public producement, and

Enabling BIDDERs to abstain from bribing or including in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

# Commitments of the BUYER

- The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract:
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

- - All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
  - In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

# Commitments of BIDDERs

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3\* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4\* BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award nof the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments the has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

7

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of

the BUYER has financial interest/stake in the BIDDER's firm, the and shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

# 4. <u>Previous Transgression</u>

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

# 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount

  (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever



- and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

# 6. <u>Sanctions for Violations</u>

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall

stand forfeited either fully or partially, as decided by the BUYER the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.



- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

# 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

# 8. <u>Independent Monitors</u>

- The BUYER has appointed Independent Monitors (hereinafter references to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such



meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

# 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

# 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

# 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

# 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the

satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessed in this Integrity Pact shall expire after six months from the date of the warranty period, whichever is later. In case SIDDER is unsuccessful, signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions. 12.2

13. The parties hereby sign this Integrity Pact at	BIDDER			INISTRY/PSU
13. The partie:	BUYER	Name of the Officer.	Designation	Deptt./MINISTRY/PSU

Witness

Witness

<sup>\*</sup> Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.