



EOI No. NHM-E-8/AMC/HOTEL BOOKING & HIRE VEHICLE/2015-16

Government of Maharashtra

National Health Mission State Health Society (Procurement Dept. NHM) Arogya Bhavan 1st Floor, St.George's Hospital Compound, Near C.S.T.Station,Mumbai-400 001. Maharashtra State Website : http://nrhm.maharashtra.gov.in, http://arogya.maharashtra.gov.in, http://mahatenders.gov.in

> *Email: proc.nrhm@gmail.com Phone : 022-22717627/22717633 Fax : 022-22642955*

Appointment of Agency for Hotel Booking & Hire Vehicle

Not Transferable

EOI reference No: NHM-E-8/AMC/HOTEL BOOKING & HIRE VEHICLE/2015-16

Last date for submission of EOIs: 28-03-2016 up to 13:00 hours.

Issued to

M/s.....

National Health Mission State Health Society,Mumbai

Maharashtra EOI No. NHM-E-8/AMC/HOTEL BOOKING & HIRE VEHICLE/2015-16 State Health Society, Maharashtra invites E-EOI in One envelope system from eligible service providers for Hotel Booking & Hire Vehicle for one year as mentioned below:

S. N.	Description	EMD (Rs)	Nature of Work
1.	Appointment of Agency For Hotel Booking & Hire Vehicle for one year	through	Hotel Booking & Hire Vehicle for State Health Society, NHM & Other officials of the Societies under NHM in the Maharashtra State & Metro cities of India as per requirements withing contract period in financial limit as per grade fixed by State Health Society Office.

Interested eligible service providers may obtain further information of other terms and conditions applicable for procurement of above items from website https://nrhm.maharashtra.gov.in, http://arogya.maharashtra.gov.in, http://mahatenders.gov.in

EOI SCHEDULE

All bid related activities will be governed by the time schedule given under Key Dates below

201011		
	Period of sale & preparation of bid	11.03.2016 10.00 am to 28.03.2016 14.00 hrs.
	Pre-bid Meeting	16.03.2016 on 14.30 hrs
	Date of bid submission	11.03.2016 10.00 am to 28.03.2016 14.00 hrs
	Date of bid closing	28.03.2016 14.00 hrs
	Date of bid opening	29.03.2016 at 14.01 hrs to 17.30 hrs
Addres	s for communication :	Office of the National Health Mission,

nication : Office of the National Health Mission , State Health Society,3rd Floor, Arogya Bhavan St. Georges Hospital Compound, Mumbai 400 001 Phone NO : 022-22717627/22717633 Telefax : 022-22642955

A complete set of EOI documents may be purchased by interested eligible service providers upon online payment of a non refundable fee of Rs. **1000/-** (Rupees One Thousand only) "State Health Society ,Mumbai **by online getway as per the duration displayed in time schedule as per E-EOI procedure.**

EOI cost or Rs.1000/- should be submitted online. The EOI shall be rejected summarily upon failure to follow procedure prescribed in the EOI document. The conditional EOI is liable to be rejected.

State Health Society, Maharashtra reserves the right to increase or decrease the scope of Services and also reserves the right to cancel or revise or any of the all the EOI or part of EOIs without giving any reasons thereof.

Joint Director Finance, National Health Mission, NHM , Mumbai

Clause No.	Clause	Page No.
1	Introduction	5-7
2	Eligibility criteria	7-8
3	Cost of EOI	8-9
4	Clarification of EOI document	9
5	Amendment of EOI document	9
6	Submission of EOI	9-10
7	Deadline for submission of EOI	10
8	Opening of EOI	11
9	Period of validity of EOI	11
10	Earnest Money Deposit	11-12
11	Prices - Deleted	12
12	Technical specifications	12
13	Evaluation of EOI	12
14	Post qualification	12-13
15	Security deposit	13
16	Award of contract	13-14
17	Period of contract	14
18	Delivery period & Place of delivery	14
19	Liquidated damages	14
20	Default cause/cancellation on failure to supply	14
21	Penalty	14
22	Subletting of Work	14
23	Warranty- Deleted	15
24	Force Majeure	15
25	Confidentiality	15
26	Payment	16
27	Corrupt or Fraudulent practices	16-17
28	Rider-A, Resolution of disputes etc.	17-18
	Annexure A - Schedule of Requirements	19-20
	Annexure 1 - EOI Form	21
	Annexure 2 - Proforma for Past Performance	22
	Annexure 3 - Proforma for Annual Turnover	23
	Annexure 4- Contact Details Form	24
	Annexure 5 - Price Schedule - Deleted	25
	Annexure 6 - Format for Security Deposit	26

CONTENTS

TERMS AND CONDITIONS

1. Introduction

- 1.1 State Health Society, Maharashtra hereinafter referred to as a "Service Provider " invites offer in **One** sealed Envelope systems for "Empanelment of Agencies for Hotel Booking & Hire Vechicel" supply of services specified in **Annexure-A** Schedule of Requirements at Arogya Bhavan Mumbai.
- 1.2 Interested eligible Service provider may also obtain further information of other terms and conditions applicable for appointment of Agency for Hotel Booking & Hiring of Vehicle for one year from our website http://nrhm.maharashtra.gov.in ,http://arogya.maharashtra.gov.in,http://mahatenders.gov.in in EOI dcument.
- 1.3 All bid related activities will be governed by the time schedule.
- 1.4 All activites of this EOI are carried out online on website https:// mahatenders.gov.in The EOI document is uploaded/Released on Government of Maharashtra, GOM E-EOI website https:// mahatenders.gov.in and has to be downloaded as well as filled up and submitted online getway only.Agency are required to submit online the EOI cost of Rs. 1000/- (Rupees One Thousand only) (Non-refundable) online payment gateway in A/c of "State Health Society,Mumbai and the same should essentially be submitted in the separate Envelope along with EMD online through gate way in A/c of "State Health Society,Mumbai as per EOI schedule. In no case, the EOI cost/fee should be mixed with EMD amount. EOI shall liable to be rejected summarily upon failure to follow procedure prescribed in the EOI document.
- 1.5 The Services mentioned in the EOI are only approximate. State Health Society, Maharashtra reserves the right to increase or decrease the Scope of services without assigning any reason thereof.
- 1.6 If any agency/Service provider wishes to lodge any complaint against the other agency regarding submission of false documents, information etc. The agency has to submit the complaint before price bid opening along with deposit of Rs.1,00,000/- (Rupees One Lac only) in the form of Demand Draft drawn in favour of State Health Society, Maharashtra payable at Mumbai in terms of deposit. This issue will submit to State Health Society,Mumbai along with facts. The amount so deposited shall be

refunded if after scrutiny the complaint is found to be true by the State Health Society. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

- 1.7 The Right to reject any EOI without assigning any reason what so ever is reserved with SHS, Mumbai.
- 1.8 Proposal given in EOI should be valid for at least 180 days from the date of opening of quotations. The accepted proposal of the successful agency has to be firmed for a period of 12 months from the date of acceptance of quotations. No change of proposal during these 12 months will be allowed on any grounds what so ever.
- 1.9 The service provider shall submit copy of certificate's attached along with proposal for Hotel Booking & Hire Vehicle Agency given in the "Services to be provided".
- 1.10 All Duties , taxes and other levies payable as per government rule.
- 1.11 Proposal should be will be valid for a period of **One year** from the date of signing the contract. during the contract period if any amendment will be made by SHS will be applicable.
- 1.12 The income tax and other taxes if any payable by the Institute / Agency as per rules shall be deducted from bill and remitted to him concerned authorities. The service tax, contract tax if any can be charged separately.
- 1.13 In no case any revision in price is admissible, Clarification may be sought and obtained but no change in substance or price is permissible.
- 1.14 Proposal By the service provider shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.
- 1.15 The proposal should include all duties and sales and other taxes already paid or payable except;
 - (i) Any Indian duties, sales and other taxes which will be payable on the goods if this contract is awarded;
 - (iii) The charges of other incidental services.
- 1.16 If at any time during the period of contract, the price of EOI items is reduced or brought down by any Law or Act of the Central or State Government or by the

agency himself, the agency shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.

1.17 In case of any enhancement in Excise Duty /VAT due to statutory Act of the Govt. after the date of submission of EOI and during the EOI period, the quantum of additional excise duty /VAT so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the EOI. For claiming the additional cost on account of the increase in Excise Duty/VAT, the agency should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/VAT on the services to the Purchaser and can also claim the same in the invoice.

2. Eligibility criteria for this EOI :

This invitation for EOI is open to all govt. Registered Agency for Hotel Booking & Hire Vehicle firms for the appointment of Hotel Booking & Hire Vehicle Agency mentioned in the EOI document.

- a) Copy of registration.
- b) Valid Solvency certificate from a nationalized bank to the extent of Rs.50000/- (For this specific EOI) and a copy of certificate regarding work done in concern sector, an Agency should be engaged with providing services of Hotel Booking & Hire Vehicle business for the last 3 years should be enclosed with the proposal.
- c) Past experience in Govt./Private Sector (Certificate from clients).
- d) Services Tax Registration Certificate along with proposal.
- e) Declaration on stamp paper of Rs.100/- that the agency has not been blacklisted/debarred by any Govt.Dept./Public Organization in any of the past five years.
- f) Copy of PAN card registration.
- g) An attested copy of service tax paid for the last year should be provided.
- h) The agency should be either sole proprietary concern/partnership firm or company registered with copy of registration to be attached the registrar of firms/registrar of Companies whichever applicable.

- Agency shall furnish documentary evidence (client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Hotel Booking & Hire Vehicle Services.
- j) Individual page of the EOI submitted should be signed by the legally empowered and designated person of the agency otherwise EOI shall be treated as invalid and rejected. Each page of the EOI submitted shall be serially numbered. In case any EOI submitted is determined as conditional EOI, that EOI shall be rejected.
- k) The purchaser reserves the right for verifications of any original documents of the EOI submitted.
- Agency shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years 2012-13, 2013-14 & 2014-15 in the format given in Annexure -3. The annual turnover shoudnot be less than Rupees 5 Lacs.
- m) Agency shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
- n) Qualifiction of bidder will be made on the basis of technical evaluation.
- o) The agency have to give presentation in front of committee regarding performance and selection will be on the basis of technical qualification.
- p) No price schedule required for Hotel booking and hiring of vehicles.
- q) The payment for hotel booking and hiring of vehicles will be made on the basis of norms decided by SHS, Mumbai.
- r) Payments of Hiring of vehicles will be made on the basis of State rate,RTO rate and the rates given by the agency whichever is less.
- s) Joint Venture is not allowed.

Note:

 Agencies are not allowed from firm which the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority. Other State Government/Central Government's organizations. Any EOI NOT meeting and adhering to all above mandatory requirements shall not be considered for evaluation and shall become non-responsive without resource.

3. Cost of EOI

The agency shall bear all costs associated with the preparation and submission of their EOI and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

4. Clarification of EOI document

A prospective agency requiring any clarification of the EOI document shall contact the Purchaser **by email or letter prior to 10 days of closing of sale of EOI E mail** <u>:</u> <u>proc.nrhm@gmail.com</u>

5. Amendment of EOI document

- 5.1 At any time prior to the deadline for Sale of EOI, the Purchaser may amend the EOI documents by issuing Addenda/Corrigendum.
- 5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the EOI documents. and it will be assumed that the information contained in the amendment have been taken into account by the agency in its EOI.
- 5.3 Information about those who have purchased the EOI documents will be placed on website .
- 5.4 To give prospective agency reasonable time in which agency has to take the amendments into account in preparing their EOI, the Purchaser shall extend, at its discretion, the last date for submission of EOI, in which case the Purchaser will notify all agencies by placing it on the website and will be binding on them.

6. Submission of EOI:

- 6.1 EOI should be submitted online on or before last date and time of submission.
- 6.2 EOI should be submitted online in one envelope i.e. Technical EOI in Envelope No. 1.
- 6.3 **Late EOI offers**: Late EOI on any count shall be rejected summarily.
- **6.4** Envelope No. 1 (Technical EOI): (Technical EOI): Technical offer must be submitted as per the instructions. The service provider must attach the following documents.
 - 1. EOI Form as per Annexure-1.

- 2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the service provider.
- 3. Authorization letter nominating a responsible person of the agency to transact the business with the Purchaser.
- 4. Attested photocopy of registration for running Hotel Booking & Hire Vehicle Agency. issued by respective State Government. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.
- Agency shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Hotel Booking & Hire Vehicle agency.
- 6. Aannual turnover statement for last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -3** certified by the Chartered Accountant.
- Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
- 8. VAT/ST/Service Tax Registration certificate whichever applicable.
- VAT /ST/Service tax Clearance Certificate up to 31st March 2015 or the latest copy of the VAT return submitted.
- 10. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.

7. Deadline for submission of EOI.

- 7.1 For Submission of EOI Agency must complete the EOI submission stages as per schedule of the EOI.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of EOI by amending the EOI document in which case all rights and obligations of the Purchaser. Agency previously subject to the deadline will thereafter be subject to the deadline as extended.

8. **Opening of EOI:**

On the date and time specified in the EOI Notice following procedure will be adopted for opening of EOI for which Agency is free to attend himself or depute an authorized officer as his representative.

8.1 **Opening of Envelope No. 1** (Technical EOI)

Envelope No.1 (Technical EOI) of the Agency will be opened in the presenc of EOI opening authority.

- 8.2 EOI will be opened in the presence of service provider present on the due date of opening.
- 8.3 Agency shall furnish the documents as per EOI.

9. Period of Validity of EOI:

- 9.1 The EOI shall remain valid for a period of 180 days after the date of opening of Envelope No. 1 (Technical EOI). A EOI valid for a shorter period shall be rejected.
- 9.2 Prior to the expiration of the EOI validity the Purchaser may request the Agency to extend the EOI validity for the period as required by the Purchaser.

10. Earnest Money Deposit:

- 10.1 All EOI must be accompanied with Earnest Money Deposit (**EMD**) for the amount specified in Annexure-A Schedule of Requirements.
- 10.2 The EMD shall be submitted by **online** getway in favour of "State Health Society ,Mumbai "
- 10.3 The EOI submitted without EMD will be summarily rejected.
- 10.5 Unsuccessful Agencies **EMD** will be discharged/returned after the expiration of the period of EOI validity mentioned in the EOI document.
- 10.6 Agency shall not be entitled for any interest on EMD /Security deposit.
- 10.7 The successful Agency **EMD** will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.8 The **EMD** shall be forfeited:
 - (a) If a Agency withdraws its EOI during the period of EOI validity as specified in the EOI.

- (b) In case of a successful EOI, if the Agency fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per EOI clause 15.
- 11 Prices Deleted
- 12 Technical specifications: : Deleted
- 13 Evaluation of EOI:
- 13.1 After opening of **Envelope No. 1** (Technical EOI), on the scheduled date, time and venue, the **State Health Society**, **Maharashtra** shall examine the contents of the EOI received along with all prescribed mandatory documents.
- 13.2 **State Health Society, Maharashtra** shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in EOI document.
- 13.3 **State Health Society, Maharashtra** shall also analyze that there is no collusive or fraudulent practice involved in the entire EOI process amongst all the EOI received.
- 13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- 13.5 Any EOI during the evaluation process do not meet the EOI conditions laid down in the EOI document will be declared as not acceptable and such EOI shall not be considered for further evaluation.
- 13.6 EOI which are in full conformity with EOI requirements and conditions shall be declared as Eligible after presentation and technical evaluation. The date and time for presentation will be conved.

14. Post Qualification:

- 14.1 The Purchaser will further evaluate the agencies financial, technical, and information submitted by the agency as well as other information the Purchaser deems necessary and appropriate.
- 14.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical EOI (Envelope No.1). A negative determination will result in rejection of the agencies EOI, in which event the

Purchaser will proceed to the next eligible agency to make a similar determination of that agencies capabilities to perform satisfactorily.

15. Security Deposit & Contract Agreement

- 15.1 The successful service provider shall furnish the security deposit to the Purchaser within seven days (not exceeding 15 days) after the supplier's receipt of notification of award of contract for an amount of Rs.50,000 [Rs.Fifty Thousand only] valid up to 60 days after the date of completion of Contract. Contract Agreement on **Rs. 100/**-non-judicial stamp paper within seven days after the supplier's receipt of notification of award of contract. The cost of Stamp paper should be borne by the agency.
- 15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the " State Health Society, Maharashtra", payable at Mumbai from any Nationalized or Scheduled bank (Annexure-7).
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 15.4 The security deposit shall be discharged(forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of contract:

- 16.1 The Purchaser will award the contract to the successful service provider whose EOI has been determined to be substantially responsive evaluated EOI, provided further that the EOI is determined to be qualified to perform the contract satisfactorily. The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the evaluated responsive agency and will be governed by all the terms and conditions stipulated in the EOI document.
- 16.2 The Purchaser reserves the right to increase or decrease the quantity to be purchased

and also reserves the right to cancel or revise or any of the all the EOI or part of EOI without giving any reasons thereto with no cost to the Purchaser.

17. Period of Contract :

The period of contract shall be **One year** from the date of signing of the contract agreement.

18. Delivery Period & Place of delivery & documents :

The service provider has to render the services during contract period as per requirement.

19. Liquidated damages:

Liquidity damages at the rate of 0.5% per for the delay / disobey or any mistake occurred intentionally in subject up to a maximum deduction of 5% computed on the value, & Once the maximum is reached, the Purchaser may consider **for** termination of the Contract.

20. Default Clause / Cancellation on failure to supply/ Services :

If the Agencies fails to commence services as scheduled stipulated in the contract, it shall be discretion of the purchaser to cancel the contract in whole or in part for the services without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The agency shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the agency. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years.

21. Penalty :-

0.5 % up to 10% penalty will be charged for delay/disobey or any mistake occurred.

22. Subbletting of Work :

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the "**State Health Society,Maharashtra**", which he will be at liberty to refuse if he thinks fit.

23. Warranty :- Deleted

24. Force Majeure:

- 24.1 For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.2 If a Force Majeure situation arises, the service provider shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event at the cost of agency.
- 24.3 Force Majeure will be accepted on adequate proof thereof.
- 24.4 If contingency continues beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

24. Confidentiality

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of EOI, and recommendations for the award of a Contract shall not be disclosed to agency or any other persons not officially concerned with such process until the notification of Contract award is made.
- 24.2 Any effort by the agency to influence the Purchaser in the Purchaser's EOI evaluation, EOI comparison, or contract award decisions may result in the rejection of the agency EOI.

25. Payment

- 25.1 Payment will be made as per norms (Annexure-A / A) decided by State Health Society.
- 25.2 No payment shall be made in advance nor any loan from any bank of financial institution shall be recommended on the basis of the order of award of work.
- 25.3 Payment will be made on receipt of bills accompanied by following documents Bills along with the duty slip/receipts /attendance sheet duly signed by the user.
- 25.4 The agency shall submit the bill/ invoice in the first week of following month in respect of previous month supported by the copies of duty slip/receipts /attendance sheet duly signed by the user /competent authority of State Health Society Maharashtra, for sanction of the amount of bill and pass in the bill for payment.
- 25.5 All payment shall be made by cheque or through e-payment system only.
- 25.6 State Health Society , Maharashtra shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.
- 25.7 The term " Payment" mentioned in this para includes all types of payment due to the agency arising on account of this contract excluding earnes money and security deposit governed by the separate clauses of the contract.
- 25.7 The purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetory terms from the said payment. The service provider shall not agitate the said issue in future.

26. Corrupt or Fraudulent Practices

- 26.1 The Purchaser as well as agency shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 26.2 "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and.
- 26.3 Fraudulent practice" means a misrepresentation or comission of facts in order to Influence a procurement process or the execution of a contract to the detriment of

purchaser and includes collusive practice among agency (prior to or after EOI submission) designed to establish EOI prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- 26.4 "Collusive practice" means a scheme or arrangement between two or more agencies, with or without the knowledge of the Purchaser, designed to establish EOI prices at artificial, non competitive level; and.
- 26.5 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 26.6 "The Purchaser will reject a EOI for award if it determines that the agency recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- 26.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
- 27. Please see "Rider A"

27.1 Resolution of dispute:

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably with State Health Society.

27.2 Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator ,Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Concillation Act, 1996 and the rules made thereunder.

27.3 Governing Language:

English language version of the contract shall govern its interpretation.

27.4 Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made theron from time to time.

27.5 Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

27.6. Jurisdiction

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

27.7 Suing clause

No suits, prosecution or any legal proceedings shall lie against the State Health Society, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of EOI.

Annexure-A

Schedule of Requir	rements
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Sr. No.	Description	EMD (Rs)	Nature of Work
1.	Appointment of Agency For Hotel Booking & Hire Vehicle for one year.	. 8	Hotel Booking & Hire Vehicle for State Health Society, NHM & Other officials of the Societies
	A] Hotel Booking		under NHM in the Maharashtra State & Metro cities of India as per
	B] Hire Vehicle		requirements within contract period in financial limit as per grade fixed by State Health Society Office.

A] Lodging Charges [Max. Limit for Officers as per their cader as per norms decided by State Health Society.]

Sr.No.	State Govt.Employees	New Delhi	Corporation	District	Other
			Cities	HQ	Place
01	Chairperson, Co-Chairperson, Vise-Chairperson	Actual	Actual	Actual	Actual
02	Addl.Director,Joint Director, Sr.Consultant[PPP],Sr.Consulta nt EMS	4000	3000	2500	1500
03	Deputy Director, Asst.Director	3000	2000	1500	1000
04	Class-II	2000	1500	1200	1000
05	Class-III	1500	1200	1000	800
06	Class-IV	1200	1000	800	600

B] Vehicles required by State Health Society - Payments of Hiring of vehicles will be made on the basis of State rate, RTO rate and the rates given by the agency whichever is less.

Sr.No.	Type of Vehicles	New Delhi	Corporation	District HQ	Other Place
		(Rates)	Cities (Rates)	(Rates)	(Rates)
01	Xylo / Innova / Artiga				
02	Etios / Verna				
03	Indigo / Swift D'zire / Manza				
04	Indica				

a) All duties, taxes and other levies payble by the contractor under the contract shall

be included in the proposal.

- b) The proposal quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.
- c) Proposal will be for a period of one year.
- d) Each agency shall submit only one proposal. That proposal for "Hotel Booking &
 Hire vechile in the Districts & States."
- e) All the charges releated to the hire vehicles & Hotel booking paid to the supplier as per norms decided by State Health Society.

f) Supplier should be submit attendance sheet/duty slip/receipts of the officers along with bills.

g) No price schedule required for Hotel booking & Hiring of vehicles. Qualification of bidder will be made on the basis of technical evaluation of EOI & presention.

ANNEXURE -1

EOI Form

To Commissiner (F W) & Mission Director of National Health Mission State Health Society, 1st Floor, Arogya Bhavan, Mumbai 400 001.

Dear Sir

Having examined the EOI document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said EOI document.

We undertake, if our EOI is accepted, to the services in accordance with the schedule specified in the EOI document.

If our EOI is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the EOI document.

We agree by this EOI, for the EOI Validity Period specified in the EOI document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this EOI together with your written acceptance of the EOI and your Acceptance of EOI, shall constitute a binding Contract between us. We understand that you are not bound to accept the responsive or any EOI you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this EOI for and on behalf of _____

ANNEXURE-2

PROFORMA FOR PAST PERFORMANCE STATEMENT (For a period of last 3 Years) i.e. 2012-13, 2013-14& 2014-15 Proforma for Performance Statement (for a period of last THREE years)

 EOI No.
 Date of opening
 Time
 Hours

Name of the Firm_____

Orden	Orda	Description	Value	Data of	Date of	Remarks	Has the
Order	Orde	Description	Value	Date of			
placed by	r No.	(Nature of	of	compl	services	indicatin	services been
(full	and	Work)	assing	etion	Actual	g	satisfactorily
address of	Date		ment	As per		reasons	(Attach a
Purchaser				contra		for poor	certificate
)				ct		services,	from the
						if any	orginazation
						5	/client)
							. ,
1	2	3	4	5	6	7	8

Note :

In support of above statement, enclose the copies of orders for provided services and client's satisfactory certificates.

ANNEXURE -3

ANNUAL TURN OVER STATEMEMT FOR THREE YEARS

The Average Annual Turnover of M/s ______for the

past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover in Lacs/Crores
1		,
2		
3		

Date:

Seal

Signature of Auditor/ Chartered Accountant Name (in capital letters)

ANNEXURE-4 CONTACT DETAILS FORM

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
••••••
4. PHONE NO./MOBILE NO
5. FAX
6. E-MAIL I.D
PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE
1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE NO
4. MOBILE NO
5. E-MAIL I.D

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

- 2. The rates quoted by me are valid and binding upon me for the entire period of contract.
- 3. I/We give the rights to the competent authority of the Office of the State Health

Society, Maharasthra to forfeit the Earnest Money/Security money deposit by me/us in case of

breach of conditions of Contract.

4. I hereby undertake to provide the manpower services as per the directions given in the EOI document/contract agreement.

Signature of the Authorised Signatory Date :-Place:-Designation : (Office seal of the Bidder)

ANNEXURE - 5

Deleted

ANNEXURE - 6

SECURITY DEPOSIT FORM

To:

(Name of Purchaser)

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

Signature and Seal of Guarantors Date......201.... Address....

Documents to be submitted

1.Annexure-1 (EOI Form):

2.Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates

3.Annexure-3(AVERAGE ANNUAL TURNOVER STATEMENT) :

4. Annexure-4(agency Contact Details):

5. Annexure-5 (Price schedule)

6. Annexure-6 (FORMAT FOR BANK GUARANTEE FOR EMD) :

7. Audited Balance Sheet:

8. Power of attorney, resolution of board etc. authorizing an officer of the agency

9. Authorization letter nominating a responsible person of the agency to transact the business with the Purchaser. :

10. Attested photocopy of manufacturer's factory licence for each and every product quoted as per specification in the EOI. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. :

11. VAT/CST Registration certificate :

12. VAT/CST Clearance Certificate up to 31 March 2015 or the latest copy of the VAT return submitted. :

13. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been blacklisted in the past three years by any State, Central Govt. or private institution.

14. Attested copy of valid registration made under Directorate General of Supplies & Disposal (D.G.S.& D) / Small Scale Industries (S.S.I) / National Small Scale Industries

RIDER A

28. RESOLUTION OF DISPUTE

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

29. ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator Government of Maharashtra if disputr arise. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made there under.

30. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

31. APPLICABLE LAWS

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

31. INDEMNIFICATION

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.