



EOI No. NHM-E-18/Service/ Print Media/2016-17

**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://arogyam.maharashtra.gov.in>,  
<http://mahatenders.gov.in>

*Email: [proc.nrhm@gmail.com](mailto:proc.nrhm@gmail.com)*

*Phone : 022-22717627/22717633*

**Appointment of Agency for Print Media**

**Not Transferable**

EOI reference No: NHM-E-18/Service/ Print Media /2016-17

Last date for submission of EOIs: .....**2017** up to 13:00 hours.

Issued to

M/s.....



**STATE HEALTH SOCIETY, Mumbai**  
**National Health Mission**

Tel.No. 022-22717633, 022-22717627

e-mail - proc.nrhm@gmail.com

**NHM Procurement Cell, 3rd Floor, Arogya Bhavan, St.Georges Hospital Compound,  
MUMBAI - 400 001.**

**EOI NOTICE**

Date: -30/01/2017

Commissioner, Health Services & Director, National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai invites tenders in one envelope systems from the eligible bidders for the following subject.

<b>Sr. No.</b>	<b>Tender No.</b>	<b>Description</b>	<b>Pre Bid Meeting</b>	<b>Period of sale &amp; submission of bid</b>	<b>Date of Bid Closing</b>	<b>Bid Opening</b>
1	E-18/NHM/ Print Media/ 16-17	Appointment of Agency For Print Media for State Health Society, NHM, Mumbai as per DAVP / DGIPR government rates.	04.02.2017 3.00 pm	30.01.2017 to 13.02.2017 2.00 pm	Up to 13.02.2017 2.00 pm	Up to 14.02.2017 2.01 p.m. to 5.00 pm

- For detailed information, the interested Service Provider may visit the **website** <https://mahatenders.gov.in> , [arogya.maharashtra.gov.in](http://arogya.maharashtra.gov.in), [nrhm.maharashtra.gov.in](http://nrhm.maharashtra.gov.in)
- The Mission Director State Health Society, (NHM Procurement Cell), Mumbai reserves the right to increase or decrease the tendered quantity and also reserves the right to cancel all the tenders without giving any reason.

For e-tendering help/ information, please contact.

Website: - <https://mahatenders.gov.in>

Contact No.1800-233-7315, 91-7878107985, +91-7878107986,+ 91-7878007972 and +91-7878007973, Email – [eproc.support@maharashtra.gov.in](mailto:eproc.support@maharashtra.gov.in)

**Director Finance and Audit,  
National Health Mission,  
Mumbai, Maharashtra**

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## TERMS AND CONDITIONS

### 1. **Introduction**

- 1.1 State Health Society, Maharashtra hereinafter referred to as a “Service Provider“ (Agency) invites offer in **One** sealed Envelope systems for “Empanelment of Agencies for Print Media” to provide 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 **Print Media** for one year from our website <http://nrhm.maharashtra.gov.in> ,<http://arogya.maharashtra.gov.in>, <http://mahatenders.gov.in> in EOI document.
- 1.3 All bid related activities will be governed by the time schedule.
- 1.4 All activities of this EOI are carried out online on website [https:// mahatenders.gov.in](https://mahatenders.gov.in) The EOI document is uploaded / Released on Government of Maharashtra, GOM E-EOI website [https:// mahatenders.gov.in](https://mahatenders.gov.in) and has to be downloaded as well as filled up and submitted online gateway only. Agencies are required to submit online the EOI cost of **Rs.3000/-** (Rupees Three 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 and also reserves the right to cancel all the tenders without giving any reason.
- 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 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.
- 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/agencies 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 Print Media Agency given in the "Services to be provided".
- 1.10 All Duties , taxes and other levies payable as per government rule.
- 1.11 Period of contract will be one year and if services will be satisfactory it may be extended.
- 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 concerned authorities. The service tax, contract tax if any can be charged separately.
- 1.13 In no case any revision in rates fixed by DAVP/DGIPR.
- 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 If at any time during the period of contract, the rate of print media 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 rates of DAVP/DGIPR. The Purchaser is empowered to reduce the rates accordingly.
- 1.16 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 Rates structure of the print media 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.
- 1.17 The advertisement of print media will be published with government rates of DGIPR within Maharashtra/ outside Maharashtra DAVP rates only.

## **2. Eligibility criteria for this EOI :**

Technical offer must be submitted as per the instructions. The service provider must attach the following documents.

- 2.1 EOI Form as per Annexure-1.
- 2.2 The document such as power of attorney, resolution of board etc. Authorization letter nominating a responsible person of the agency to transact the business with the Purchaser.

- 2.3 Tenderer should have INS accreditation. (Copy to be attached)
- 2.4 Tenderer should be either sole proprietary concern / partnership firm or company registered with registrar of companies. (Documents to be attached )
- 2.5 Tenderer should have service tax registration (registration certificate and copy of last year's service tax paid challan should be submitted.)
- 2.6 Valid Solvency certificate from a nationalized or scheduled bank of Rs.1,00,000/- (Rupees One Lakh Only) should be submitted.
- 2.7 Tenderer should have a turnover of Rs.50 Lakhs [Financial Statement of last three years (i.e. 2013-14, 2014-15, 2015-16)] [Necessary financial statements certified by chartered accountant should be submitted.] (The format given in **Annexure -3.**)
- 2.8 VAT/ST/Service Tax Registration certificate whichever applicable.
- 2.9 VAT /ST/Service tax Clearance Certificate up to **31<sup>st</sup> March 2016** or the latest copy of the VAT return submitted.
- 2.10 Tenderer should have at least three years experience of work done in print media in Govt. / private sector. [Copies of work experience should be submitted.]
- 2.11 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 three years.
- 2.12 Copy of PAN card of the agency.

**Note -**

- 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.
- The purchaser reserves the right for verifications of any original documents of the EOI submitted.
- Qualification of bidder will be made on the basis of technical evaluation.
- No price schedule required for Print Media.
- The payment for Print Media will be made on the basis of Rates decided by Govt. DAVP outside Maharashtra / DGIPR within Maharashtra.
- Under any circumstances you must not release any advertisement to the media through another agency.
- Joint Venture is not allowed.

**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 these costs, regardless of the 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 : [proc.nrhm@gmail.com](mailto:proc.nrhm@gmail.com)**

**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 to all agencies by placing it on the website and will be binding on them.

**6. Deadline for submission of EOI.**

6.1 EOI should be submitted online on or before last date and time of submission mentioned in the schedule.

6.2 **Late EOI offers:** Late EOI on any count shall be rejected summarily.

6.3 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.

**7. Opening of EOI:- Opening of Envelope No. 1 (Technical Bid)**

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 or depute an authorized officer as its representative.

**8. Earnest Money Deposit:**

8.1 All EOI must be accompanied with Earnest Money Deposit (**EMD**) for the amount specified

in Annexure-A Schedule of Requirement

- 8.2 Unsuccessful Agencies **EMD** will be discharged immediately after issue the work order to the successful bidder.
- 8.3 Agency shall not be entitled for any interest on **EMD** /Security deposit.
- 8.4 For the successful Agency **EMD** will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 8.5 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 10**.

## **9 Evaluation of EOI:**

**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.

## **10 Security Deposit & Contract Agreement**

- 10.1 The successful service provider shall furnish the security deposit to the Purchaser within Fifteen days after the receipt of notification of award of contract for an amount of Rs.1,00,000 [Rs.One Lakh only] valid up to 60 days after the date of completion of Contract. Successful bidder will sign Contract Agreement on **Rs. 100/-** non-judicial stamp paper within seven days after the receipt of notification of award of contract. The cost of Stamp paper should be borne by the agency.
- 10.2 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-5**).
- 10.3 The Security Deposit will be discharged by the Purchaser and returned to the service provider not later than 60 days following the date of completion of the performance obligations, under the contract.
- 10.4 The security deposit shall be 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.



**11 Award of contract:**

The Purchaser will award the contract to the service provider whose EOI has been determined to be substantially responsive, provided further that the EOI is determined to be qualified to perform the contract satisfactorily.

**12 COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

12.1 Submission of Performance Bank Guarantee in accordance with **Clause 10**

12.2 If the Service provider fails to start the services immediately from the date of receipt of award of contract the Purchaser may consider for termination of the Contract.

**13 Period of Contract :**

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

**14 Services to be render :**

The service provider has to render the services during contract period as per requirement of SHS, Mumbai.

**15 Liquidated damages:**

The competent authority of the Office of the State Health Society, Arogya Bhavan, Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the service provider in any of the following events, that is to say:-

If the service contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**16 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 from future orders, for maximum period of 3 years.

**17 Penalty :-**

- i 0.5 % up to 10% penalty will be charged for delay/disobey or any mistake occurred.
- ii If any advertisement is misprinted or published wrongly, your agency will arrange to publish corrigendum thereof, at its own cost with immediate effect.
- iii The State Health Society reserves the right to deduct full cost or a part thereof from the bill, in case work undertaken by your agency is found to be substandard or unsatisfactory or not as per the specifications.

**18 Subletting 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.

**19 Force Majeure:**

- 19.1 For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the service provider and not involving the agencies 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.
- 19.2 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.
- 19.3 Force Majeure will be accepted on adequate proof thereof.
- 19.4 If contingency continues beyond 30 days, both parties agree 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.

**20. Confidentiality**

- 20.1 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.

20.2 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.

## **21 Payment**

21.1 Payment will be made as per norms (Annexure-A / A) decided by State Health Society.

21.2 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.

21.3 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.

21.4 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.

21.5 All payment shall be made by PFMS or through e-payment system only.

21.6 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.

21.7 The term “ Payment” mentioned in this para includes all types of payment due to the agency arising on account of this contract excluding earned money and security deposit governed by the separate clauses of the contract.

21.8 The purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The service provider shall not agitate the said issue in future.

## **22 Corrupt or Fraudulent Practices**

22.1 The Purchaser as well as agency shall observe the highest standard of ethics during the procurement and execution of such contracts.

22.2 “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.

22.3 “Fraudulent practice” means a misrepresentation or commission 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.

22.4 “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.

22.5 “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.

22.6 “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;.

22.7 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.

### **23. Rider A**

#### **23.1 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.

#### **23.2 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.

#### **23.3 Governing Language:**

English language version of the contract shall govern its interpretation.

#### **23.4 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.

**23.5 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.

**23.6 . 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.

**23.7 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 Requirements**

<b>Sr. No.</b>	<b>Description</b>	<b>EMD (Rs)</b>	<b>Nature of Work</b>
1.	Appointment of Agency for one year. A] Print media	50,000/- through online net banking	To Publish the advertisement by the agency through Print media as per DAVP rates for advertisements published in out of Maharashtra editions / DGIPR rates for advertisements published within Maharashtra editions for State Health Society, NHM, Mumbai.

**ANNEXURE -1**

**EOI Form**

To  
Commissioner (F W) & Mission Director (National Health Mission)  
State Health Society,  
1<sup>st</sup> 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. 2013-14, 2014-15 & 2015-16**  
*Proforma for Performance Statement (for a period of last*  
**THREE years)**

EOI No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and Date	Description( Nature of Work)	Value of assignment	Date of completion As per contract	Date of services Actual	Remarks indicating reasons for poor services, if any	Has the services been satisfactorily (Attach a certificate from the organization /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 STATEMENT 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	2013-14	
2	2014-15	
3	2015-16	

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, Maharashtra 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**  
**SECURITY DEPOSIT FORM**

To: (Name of Purchaser)

WHEREAS..... (Name of Agency)  
Hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No.....  
dated, 201... to supply.....(Description of Goods and  
Services) hereinafter called "the Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the  
agency, up to a total of..... (Amount of the Guarantee in  
Words and Figures) and we undertake to pay you, upon your first written demand declaring the  
agency to be in default under the Contract and without cavil or argument, any sum or sums within  
the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove  
or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....201.....

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( ANNUAL TURNOVER STATEMENT) :
4. Annexure-4(agency Contact Details ) :
5. Annexure-6 (Security Deposite) :
6. Audited Balance Sheet : Last Three Years
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 photocopies of required valid licences.
11. VAT/CST/ST Registration certificate :
12. VAT/CST/ST Clearance Certificate up to 31 March 2016 or the latest copy of the 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.
15. Tender Fee and EMD receipt - **Online**
16. Bank Solvency certificate : **Online**