



Price Rs. 3300/-

Tender No. E-23/NHM/AMC/COURIER SERVICES/2017-18

**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//maha-arogy.gov.in](http://maha-arogy.gov.in)**

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

***Phone : 022-22717627/22717633 Fax : 022-22642955***

**Tender for Appointment of COURIER SERVICES Services**

**Not Transferable**

Tender reference No: E-23/NHM/COURIER SERVICES/2017-18

Last date for submission of tenders : 10 /07 /2017 up to 14.00 hrs.

Issued to

M/s.....

National Health Mission  
State Health Society  
**(MAHARASHTRA STATE)**  
**Tender No. E-23/NHM/COURIER SERVICES /2017-18**

Commissiner of Heath Services & Mission Director of National Health Mission,  
( Procurement Dept. NHM) , Mumbai invites offer in two envelope system from eligible bidders for the appointment of Courier Agency as mentioned below:

Sr. No.	Description	EMD (Rs)	Nature of Work
1.	Appointment of Courier Agency in 34 District of Maharashtra & Mumbai	Rs.50,000/-	Supply in 34 District of Maharashtra & Mumbai as follows 1] Printing Material [e.g. Books,Cards,Register, Poster , Handbills ] & other material  2] Medicine samples & Materials [Procurement section] Rates for Courier Services in Mumbai & 34 District in Maharashtra a] 1 gram to 100 gram b] 100 gram to 500 gram c] 500 gram to 1000 gram d] per kg

Interested eligible Tenderers may obtain further information of other terms and conditions applicable for appoitment of agency for above mentioned subject from website <http://www.maha-arogya.gov.in>.

### TENDER SCHEDULE

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

Date of commencement of sale of Tender document : 28- 06-2017 at 10.00 hrs.  
Date of pre-Bid meeting : 03- 07- 2017 at 14.30 hrs.  
Last date for sale of tender document : 10 - 07-2017 at 14: 00 hrs  
Period for submission of tender : 28 -06 -2017 upto  
10 - 07- 2017 up to 14.00 hrs.  
Date and time of opening of Envelope No.1 : 11 - 07 - 2017 at 14.00 hrs.

Address for communication : Office of the National Health Mission ,  
State Health Society,1<sup>st</sup> Floor, Arogya  
Bhavan St. Georges Hospital Compound,  
Mumbai 400 001  
Phone NO : 022-22717627/22717633  
Telefax : 022-22642955

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non refundable fee of Rs. 3300/- (Rupees Three Thousand Three Hundred only ) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of "Commissiner of Helth Services & Mission Director of National Health Mission,( Procurement Dept. NHM) , Mumbai" payable at Mumbai during office hours on all working days on or before date & time of closing of sale of tender document

In case of tenders which are downloaded from website, the tenderers should specifically super scribe "Down loaded from the website" on the top left corner of the envelope. However tender cost of Rs. 3,300/- (Rupees Three Thousand Three Hundred only )in the form of Demand draft must be attached with the tender document. The tenders submitted without EMD will be summarily rejected. EMD carries no Interest. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

**Commissiner of Heath Services & Mission Director of National Health Mission,( Procurement Dept. NHM) , Mumbai** 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 tenders or part of tenders without giving any reasons thereof.

**Director Of Finance,  
National Health Mission,  
( Procurement Dept. NHM) , Mumbai**

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## TERMS AND CONDITIONS

### 1. Introduction

- 1.1 The Commissioner Of Health Services & Mission Director National Health Mission, (Procurement Cell NHM), Mumbai, hereinafter referred to as a “Purchaser” invites online tender in two Envelope systems for appointment of Courier services in Govt. Health services, National Health Mission in the State of Maharashtra. As specified in **Annexure-A** Schedule of Requirements.
- 1.2 Interested eligible Tenderer may obtain further information from Government of Maharashtra E-tendering website <https://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in> regarding the required services and other terms and conditions applicable for appointment of Courier services in the office of State Health Society (NHM)
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out **online** on Website <https://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in> The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering Website <http://phd.maharashtra.etenders.in> and has to be downloaded as well as filled up and submitted **online only**. Tenderer are required to submit the tender cost of Rs. 3,300/- (Rupees Three Thousand Three Hundred only) (Non-refundable) by way of online payment Gateway. In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document.
- 1.5 The services mentioned in the Tender are only approximate estimated quantities. The Commissioner Of Health Services & Mission Director National Health Mission, (Procurement Cell NHM), Mumbai reserves the right to increase or decrease the services, institutions without assigning any reason thereof.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit Rs.1,00,000 (Rupees One Lac only ) in the form of Demand Draft drawn in favour of Mission Director, NHM, Mumbai Maharashtra, payable at Mumbai in terms of deposit. This issue will submit to Central Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Central Purchase Committee. 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.

### 2. Eligibility criteria for this Tender :

This invitation for tender is open to all govt. registered **Courier Services** firms for the appointment of **Courier Service Agency** mentioned in the tender document.

- a) The tenderer should furnish the information on past work and satisfactory performance as a **Courier Service Agency**.
- b) Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a **Courier Service Agency**.
- c) Individual page of the tender submitted should be signed by the legally empowered and designated person of the tenderer otherwise tender shall be treated as invalid and rejected. Each page of the tender submitted shall be serially numbered. In case any tender submitted is determined as conditional tender, that tender shall be rejected.
- d) The purchaser reserves the right for verifications of any original documents of the Tender submitted.
- e) Tenderer shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years **2014-15,2015-16 & 2016-17** in the format given in **Annexure -3. The annual turnover should not be less than Rupees 20 Lakh.**
- f) Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. **2014-15,2015-16 & 2016-17** certified by the Auditor.

**Note:**

- Tenders 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 Tender 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 tendering**

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

**4. Clarification of tender document**

A prospective tenderer requiring any clarification of the tender document shall contact the

Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. Email ID –nhm.procurement@gmail.com For e-tendering process related Queries can be sent on email – eproc.support@maharashtra.gov.in Contac No. – 1800-233-7315,91-7878107985,+91-7878107986+91-7878007972 and+91-7878007973.

**5. Amendment of tender document**

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

**6. Submission of tenders:**

- 6.1 Tender should be submitted in original on or before last date and time of submission.

**Tender should be submitted on or before last date of submission.**

Tender should be submitted through website <https://mahatenders.gov.in> ,<http://arogya.maharashtra.gov.in> and Online only in two envelopes i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted before the last date and time for sale close of tender on address mentioned below.

Commissioner of Health & Mission Director,  
National Health mission  
(NHM Procurement Cell)  
1<sup>st</sup> Floor, Arogya Bhavan  
St. Georges Hospital Compound,  
Mumbai 400 001  
Phone NO : 022-22717627 / 22717628/22717633

To prepare and submit the tender/offer online all bidders are required to have etoken based DIGITAL CERTIFICATE . Digital signature certificate should be obtained from competent authority. However the e-tender website or helpline numbers may guide you for obtaining the same.

- 6.2 Tender should be submitted in two envelopes i.e. Technical Tender in Envelope No.

1 & commercial Tender in Envelop No. 2 Both Tenders i.e. Technical & commercial, Tender should be put in one properly sealed envelop indicating Tender No, Subject & Date of opening of the Tender

**6.3 Late tender offers:**

Late tender on any count shall be rejected summarily. Delay due to Post or any other reason will not be condoned.

**6.4 Envelope No. 1 (Technical Tender):**

Technical offer must be submitted online at <https://mahatender.gov.in>, <http://arogya.maharashtra.gov.in> as per the instructions on the portal. The tenderer must upload the following documents as per e-tendering process.

(Technical Tender): Technical offer must be submitted as per the instructions. The tenderer must attach the following documents.

1. Tender Form as per Annexure-1.
2. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
3. Attested photocopy of registration for running **Courier Service 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.
4. Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a courier agency.
5. Annual turnover statement for last 3 years **2014-15,2015-16 & 2016-17** in the format given in **Annexure -3** certified by the Chartered Accountant.
6. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. **2014-15,2015-16 & 2016-17** certified by the Auditor.
7. VAT/ST Registration certificate.
8. VAT /ST Clearance Certificate up to **31<sup>st</sup> March 2017** or the latest copy of the VAT return submitted.
9. 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 .



**6.4 Envelope No. 2 (Price tender):**

- (a) All Commercial offers must be submitted online at <https://mahatender.gov.in>, <http://arogya.maharashtra.gov.in> as per the instructions on the portal.
- (b) Rates should be quoted in the Price Schedule **Annexure-5** only
- (c) Tenderers are strictly prohibited to change/alter specifications or unit size given in Annexure- A Schedule of requirements while quoting.

**7. Deadline for submission of tenders**

- 7.1 For Submission of tender tenderer must complete the tender submission stages as per schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.
- 7.3 Offers not submitted online will not be entertained

**8. Opening of tender:**

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

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

Envelope No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives, who chose to attend through e-tendering procedure.

**8.2 Opening of Envelope No. 2**

This envelope shall be opened as per-e tendering procedure after opening of Envelope No.1 (Technical tender) only and if the contents of envelope No.1 (Technical tender) are found to be in accordance with the tender conditions stipulated in the tender document. Opening of Envelope no. 2 as per procurement procedure. The tentative date and time of opening of Envelope No. 2 will be

communicated subsequently to the eligible tenderers on the basis of evaluation of documents in Envelope No.1 ( Technical tender).

**9. Period of Validity of tenders:**

9.1 The tenders shall remain valid for a period of **120 days** after the date of opening of **Envelope No. 1** (Technical tender). A tender valid for a shorter period shall be rejected.

9.2 Prior to the expiration of the tender validity the Purchaser may request the tenderers to extend the tender validity for the period as required by the Purchaser.

**10. Earnest Money Deposit:**

10.1 All tenders 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 gateway in the form of demand draft in favour of "**Commissiner Of Heath Services & Mission Director of National Health Mission,( Procurement Dept. NHM) , Mumbai**" payable at Mumbai or bank guarantee from any nationalized or scheduled bank in the form provided in the tender document (Annexure-6) and valid for 45 days beyond the validity of the tender.

10.3 Firms registered with Directorate General of Supplies & Disposal (**D.G.S. & D**), Small Scale Industries (**S.S.I**) & National Small Scale Industries Corporation (**N.S.I.C**) will be granted exemption from payment of **EMD** in respect of tender item as specified in the technical specifications is mentioned in the registration certificate and **EM-II** which has been produced for exemption.

10.4 The tenders submitted without **EMD** will be summarily rejected.

10.5 Unsuccessful tenderer's **EMD** will be discharged/returned after the expiration of the period of tender validity mentioned in the tender document.

10.6 Tenderer shall not be entitled for any interest on **EMD** /Security deposit.

10.7 The successful tenderer's **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 Tenderer withdraws its tender during the period of tender validity as specified in the Tender.

(b) In case of a successful Tender, if the tenderer fails:

(i) To sign the Contract in accordance with terms and conditions or.

(ii) To furnish security deposit as per tender clause 15.

## **11. Prices**

11.1 The prices quoted should be in Indian rupees and will be valid for a period of **One year** from the date of signing the contract. Any increase in price will not be entertained during the contract period.

11.2 Rates should be quoted on door delivery basis according to the unit asked for strictly as per the format of price schedule (**Annexure-5**).

The price of the goods quoted, should include all duties and other taxes already paid or payable except;

(i) Any Indian duties and other taxes which will be payable on the goods if this contract is awarded;

(ii) The price for inland transportation, insurance and other local cost incidental costs for delivery of the goods to their final destination; and

(iii) The price of other incidental services.

The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. And will not be paid by the purchaser. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

11.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer 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.

11.4 In case of any enhancement in Excise Duty /VAT due to statutory Act of the Govt. after the date of submission of tenders and during the tender 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 tender. For claiming the additional cost on account of the increase in Excise Duty/VAT, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/VAT on the goods supplied to the Purchaser and can also claim the same in the invoice.

## **12 Technical specifications: : Deleted**

### **13 Evaluation of tenders:**

- 13.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.
- 13.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document..
- 13.3 The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- 13.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the tenderer can check their tender evaluation status on the website.
- 13.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening **Envelop No. 2** (Commercial tender) of such tenderers shall be opened later, on a given date and time.
- 13.7 Each schuedule will be considered separately for evaluation.

### **14. Post Qualification:**

- 14.1 The Purchaser will further evaluate the Tenderer's financial, technical, capabilities

based on the documentary evidence and information submitted by the Tenderer 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 Tender (Envelope No.1). A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next eligible Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## 15. Security Deposit & Contract Agreement

- 15.1 The successful tenderer 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.75,000 [Rs.Seventy Five Thousand only] valid up to 60 days after the date of completion of Contract. Contract Agreement on Rs. 500/- 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 tenderer.
- 15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the "**Commissiner Of Heath Cervices & Mission Director of National Health Mission,( Procurement Dept. NHM) , Mumbai**" , 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 tenderer whose tender has been determined to be substantially responsive and has been determined as lowest

evaluated tender, provided further that the tender 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 lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender 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 tenders or part of tenders 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:**

If the Supplier fails to deliver any or all of the **Services** within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the on contract value of the **delayed** for each week or part thereof of **delay** until actual dealy, up to a maximum deduction of 5%. 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 servies as scheduled stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the delivery period or .(b) 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. Inspections and tests :- Deleted**

**22. Warranty :- Deleted**

**23. Force Majeure:**

23.1 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.

23.2 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

23.3 Force Majeure will be accepted on adequate proof thereof.

23.4 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.

**24. Confidentiality**

24.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to

tenderers or any other persons not officially concerned with such process until the notification of Contract award is made.

24.2 Any effort by the tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer's tender.

## **25. Payment**

Payment for courier Services shall be made in Indian Rupees in every month after submission of bills from successful bidder.

25.1 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 supplier shall not agitate the said issue in future.

## **26. Corrupt or Fraudulent Practices**

26.1 The Purchaser as well as Tenderers 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 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 Tenderers (prior to or after tender submission) designed to establish tender 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 tenderers, with or without the knowledge of the Purchaser, designed to establish tender 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 tender for award if it determines that the tenderer 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.

**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 Conciliation 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 thereon 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 (Procurement Cell-NHM ), Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

## Annexure-A

### Schedule of Requirements

Sr. No.	Description	EMD (Rs)	Nature of Work
1.	Appointment of Courier Agency in 34 District of Maharashtra & Mumbai as	Rs.50,000/-	Supply in 34 District of Maharashtra & Mumbai as follows 1] Printing Material [e.g. Books,Cards,Register, Poster , Handbills ] & other material  2] Medicine samples & Materials [Procurement section] Rates for Courier Services in Mumbai & 34District in Maharashtra a] 1 gram to 100 gram b] 100 gram to 500 gram c] 500 gram to 1000 gram d] per kg

## ANNEXURE -1

### Tender Form

To

Commissiner Of Heath Services & Mission Director of National Health Mission  
State Health Society,  
1<sup>st</sup> Floor, Arogya Bhavan,  
Mumbai 400 001.

Dear Sir

Having examined the tender 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 tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

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

We agree to atendere by this tender, for the Tender Validity Period specified in the tender 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 tender together with your written acceptance of the tender and your Acceptance of Tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign this tender for and on behalf of \_\_\_\_\_

## ANNEXURE-2

**PROFORMA FOR PAST PERFORMANCE STATEMENT**  
**(For a period of last 3 Years) i.e. 2014-15, 2015-16& 2016-17**  
*Proforma for Performance Statement (for a period of last*  
*THREE years)*

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

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

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion As per contract	Date of delivery Actual	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/C onsignee)
1	2	3	4	5	6	7	8

**Note :**

In support of above statement, enclose the copies of supply orders 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 Crores
1	2014-2015	
2	2015-2016	
3	2016-2017	

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 **Commissioner Of Health Services & Mission Director of National Health Mission, State Health Society, Arogya Bhavan , Mumbai** 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 tender document/contract agreement.

**Signature of the Authorised Signatory**

Date :-

Place:-

**Designation :**

**(Office seal of the Bidder)**

(To be kept in Envelope No. 2)

## ANNEXURE-5

### PRICE SCHEDULE -

Sr. No.	Description	Rate per Kg (In Rs.) (All incl. of all taxes)
1	Courier Service for delivery of Printing Material ,Medicine Samples & Medicine Material from All Districts of Maharashtra to the Office of the Director of Finance NHM, (Procurement Cell), 1 <sup>st</sup> Floor, Arogya Bhavan, St. Georges Hospital Compound, Mumbai- 01	
a]	1 gram to 100 gram	
b]	100 gram to 500 gram	
c]	500 gram to 1000 gram	
d]	per kg	
	Total Amount :	

Rate in Words:- .....

Note:

- 1) In case of discrepancy between unit price and total price, the unit price shall prevail.

Signature of the tenderer  
Name

Designation  
Business address

### Terms & Condition:-

- The agency shall pick the letters/bulk materials daily form SHS, Mumbai office premises/or any location directed.



- The agency is responsible for packing of all bulky material. Packing material will be provided by SHS, The agency is responsible for loading and unloading of material .
- The agency is responsible for loading and unloading of material .
- Material belongs to State Health Society, Mumbai is exempted from octroi duty. The agency is responsible for clearance of octroi exemption formalities at octroi naka.
- The agency shall submit POD receipts duly attached with the bill a summary report indicating the date of receipt of the letter/ parcel/ bulky material from and date of delivery of the same at the destination as per mutually agreed delivery terms. [The format of the summary report will be given by the SHS , Mumbai as and when required for further process.]
- The agency shall quote rates for delivery of all items i.e. bulky Solid or liquid material, parcels, Medicine, Pracesl, letters from all over Maharashtra in the above mentioned format. Rates should (inclusive of all packing, unloading of material) & applicable taxes.
- Turn over of the Courier Agency should be minimum Rs. 1 crore.
- The agency shall be solely responsible for any act of commission and/ or commission on the part of staff deployed.
- In case of theft or loss of property, the agency shall be liable to compensate for such losses in full.
- The agency shall be responsible for complying with statutory requirements and obligation at their own costs.
- Rates quoted by the agency shall be fixed for the duration of the contract period.
- The agency is required to depute authorized representative to accept the consignments and any other responsibilities.
- Actual weight shall be considered. No volumetric weight shall be considered.
- Cold chain will be maintained if required.
- Min. weight will be considered is 1 Kg.
- Representative for all districts of Maharashtra should be present. List of said representative indicating Name, Address, Contact No. should be submitted with the bid document.

## ANNEXURE-6

### FORMAT FOR BANK GUARANTEE FOR E.M.D

Whereas..... (Hereinafter called "the Tender err") has submitted its tender dated..... (Date of submission of tender) for the supply of..... (Name and/or description of the goods) (Hereinafter called "the tender").

KNOW ALL PEOPLE by these presents that WE..... (Name of bank) of..... (Name of country), having our registered office at..... (Address of bank) (Hereinafter called "the Bank"), are bound unto..... (Name of Purchaser) (Hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

THE CONDITIONS of this obligation are:

1. If the Tenderer
  - (a) withdraws its tender during the period of tender validity specified by the Tenderer in his tender; or
  - (b) does not accept the correction of errors in accordance with the Instructions to tenderers; or
  
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
  - (a) Fails or refuses to execute the Contract Agreement if required; or
  - (b) Fails or refuses to furnish the Security deposit, in accordance with the terms and conditions stipulated in the tender document;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
( Signature & Seal of the Bank)

**ANNEXURE - 7**  
**SECURITY DEPOSIT FORM**

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier)  
Hereinafter called "the Supplier" 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 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:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 (Tender 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(Bidders 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 tenderer
9. Authorization letter nominating a responsible person of the tenderer 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 tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. :
11. VAT/ST Registration certificate :
12. VAT/ST Clearance Certificate up to 31 March 2017 or the latest copy of the VAT return submitted. :
13. Affidavit on non-judicial stamp paper of Rs. 500/- 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 Corporation (N.S.I.C) should be submitted if applicable. If firms of any of these Small

**Scale Industries categories wish to enjoy any preference declared by Maharashtra Government Resolution under which they are entitled for preferences should be submitted along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender.**

**15.** Representative for all districts of Maharashtra should be present. List of said representative indicating Name, Address, Contact No. should be submitted with the bid document.

## **RIDER A**

### **27. 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.

### **28. 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 dispute 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.

### **29. GOVERNING LANGUAGE**

English language version of the contract shall govern its interpretation.

### **30. 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.