

Tender Document for Drivers



Price Rs. 25000/-

Commissioner of Health & Family Welfare and MD, NHM, Mumbai
Government of Maharashtra
(NHM Procurement Cell)
Arogya Bhavan, 2nd Floor,
St. George's Hospital Compound,
Near C.S.T. Station, Mumbai-400 001.
Maharashtra State

Website : : <https://mahatenders.gov.in>, <http://maha-arogya.gov.in>
(linked to website : <http://maharashtra.etenders.in>)
Email: nhm.procurement@gmail.com
Phone : 022-22717598, 022-2271596,

Tender for supply of Drivers for Referral Transport Ambulances

Not Transferable

Tender reference No: E 09/NHM/ Drivers/16-17

**Commissioner ate of Health & FW & MD, NHM, Mumbai
(MAHARASHTRA STATE)**

E Tender No. E 06/NHM/ Drivers/16-17

Commissioner (FW) & Director, National Health Mission, Mumbai,
Maharashtra, (NHM Procurement Cell), Mumbai invites on line TENDER in
two envelope systems from the eligible bidder for supply of Drivers

Sche dule No.	Supply of Drivers for referral transport ambulances under the JSSK Referral Transport in the Below mentioned on outsourcing basis.	No. of Drivers to be supplied	EMD In Rs
1.	34 District	818	2,50,000
Total		818	

Interested eligible Tenderers may obtain further information of
requirement, required quantities and other terms and conditions applicable for
Supply of Drivers from the e-tendering website <https://mahatenders.gov.in>,
<http://arogya.maharashtra.gov.in>,

TENDER SCHEDULE

All bid related activities (Process) like Tender Document Download, Bid
Preparation and Hash submission, bid submission and submission of EMD and
other documents will be governed by the time schedule given under Key Dates
below:

Date of commencement of sale of : 12.03.2016 at 10.00 hrs to
Tender document/Download : 01.04.2016. up to 17.00 Hrs

Date of pre-bid meeting : 19.03.2016 at 15:00 Hrs

Last date for sale of tender document : 01.04.2016 at 17:00 Hrs

Closing of Bid (By Department) : 01.04.2016 at 17:00 Hrs

Date and time for submission of tender : 12.03.2016 from 10:00 Hrs to
01.04.2016 17:00 Hrs

Date and time of opening of Envelope No.1: 05.04.2016 from 14.00 Hrs to
17:30 Hrs

Address for communication

: Office of the

Commissioner (FW) & Director,
National Health Mission
(NHM Procurement Cell)
2nd Floor, Arogya Bhavan
St.Georges Hospital Compund,
Mumbai 400 001
Phone NO : 022-22717598
022- 2271601596

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non-refundable fee of **Rs.25000/-** (Rupees Twenty five Thousand only) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of " Commissioner (FW) & Director, National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai payable at Mumbai as per the duration displayed in Time schedule as per e-tender procedure

Tender cost of Rs. 25,000/- in the form of Demand draft will have to be submitted during office hours till last date of sale close of tenders by 14:00 Hrs. (i.e. 00.00.2015) The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

Commissioner (FW) & Director, National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai reserves the right to increase or decrease the no. of drivers to be supplied 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.

**Commissioner (FW) & Director,
National Health Mission
(NHM Procurement Cell) Mumbai**

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TERMS AND CONDITIONS

1. Introduction

- 1.1 Commissioner (FW) & MD National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai, hereinafter referred to as a "Purchaser" invites online tender in two Envelope system for supply of item specified in Annexure-A, Schedule of Requirements, for the Ambulances/Vehicle use in Govt. health facilities in the State of Maharashtra.
- 1.2 Interested eligible Tenderer may obtain further information of the requirement, required quantities and other terms and conditions applicable for Supply of Drivers from Government of Maharashtra E-tendering website: <https://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in>
- 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. 25000/- (Rupees Twenty five Thousand only) (Non-refundable) by way of separate demand draft issued by Nationalized /Scheduled Bank drawn in favour of " Commissioner (FW) & MD National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai and the same should essentially be submitted in the separate Envelope along with EMD manually on or before last date & time for sale close of Bid. 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 numbers mentioned in the Tender are only approximate estimated quantities. The Commissioner (FW) & Director, National Health Mission, Mumbai reserves the right to increase or decrease the quantities, to be supplied 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 deposit Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of " **Commissioner (FW) & Director, National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai** 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 shall 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 :

- 2.1 Bidder Company should be a Limited / Private Limited Company, registered under the Companies act, 1956, who will qualify the tender conditions and qualification criteria are eligible to participate and submit their offer against this tender invitation.
- 2.2 **Registration :** The Bidder should also be registered with the Income Tax if applicable and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc.,
- 2.3 The per year annual turnover of the bidder shall be Rs. 16.00 Cr. as for the period of three years i.e., 2012-13, 2013-14 & 2014-15 to qualify.
- 2.4 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -2.**
- 2.5 Tenderer 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.
- 2.6 The Bidder should have, in hand or completed, experience in manpower handling activities such as specially in the supply of driver or similar services like supply of manpower in the field of transport, ambulance services, passenger services, facility management services in vehicle logistics, dispatch activities for goods / passengers in the Government Departments / Public Sector (Central or State)/ Municipal Corporations/ other reputed private organizations during the last three financial years

Note: Tenders are not allowed from the firm which is 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.

3. Cost of bidding

The tenderer shall bear all costs associated with the preparation and submission of their online 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

Contact 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 will have been taken into account by the Tenderer in its tender.

5.3 To give prospective Tenderer reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all tenderer by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders:

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 (FW) & Director,
National Health Mission
(NHM Procurement Cell)
2nd Floor, Arogya Bhavan
St.Georges Hospital Compund,
Mumbai 400 001
Phone NO : 022-22717598
022- 2271601596

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.

6.1 **Late tender offers:**

Late tender on any count shall be rejected summarily. Delay due to Post or any other reason (for e.g.: electricity/internet/etc) will not be condoned.

6.2 **Envelope No. 1 (Technical Bid):**

Technical offer must be submitted online at <https://mahatenders.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 Bid): Technical offer must be submitted along with following documents.

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.
3. In proof of having fully adhered to the minimum eligibility criteria at 2.1, attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be acceptable.
4. In proof of having fully adhered to minimum eligibility criteria at 2.2, attested copy of PAN, Labour Registration, EPF Registration, ESIC Registration shall be acceptable.
5. In proof of having fully adhered to minimum eligibility criteria at 2.6, attested copies of experience certificates for completed or ongoing works/Services issued by the Government Departments / PSUs / Municipal Corporations/ other private organisation shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria.
6. Annual turnover statement for last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -2** certified by the Chartered Accountant.
8. 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.
9. Service Tax Registration certificate
10. Service Tax Clearance Certificate up to 31st March 2015 or the latest copy of the Service Tax return submitted.
11. Affidavit on non-judicial stamp paper of Rs. 500/- 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.

To be submitted to this office along with tender fees , EMD on or before sale close of tender

12. **Annexure 3-** Information of the Bidder
13. Other relevant documents required as per tender terms & conditions.

6.3 Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online at <https://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in> as per the instructions on the portal.
- (b) Rates should be quoted in the Price Schedule Annexure-4 only.
- (c) Tenderer 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 online bid submission stage as per online 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 Tenderer 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 bid)

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 choose 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 bid) only if contents of envelope No.1 (Technical bid) are found to be in accordance with the tender conditions stipulated in the tender document. The date and time of opening of Envelope No. 2 will be communicated electronically by the Purchaser separately to the eligible tenderer of Envelope No. 1.

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 bid). A bid valid for a shorter period shall be rejected.
- 9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid 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 in the form of demand draft in favour of Commissioner (FW) & Director, National Health Mission, Mumbai, Maharashtra, 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 165 days from opening date of 1st bid as mentioned in the tender or the extended date if any.
- 10.3 The tenders submitted without EMD will be summarily rejected.
- 10.5 Unsuccessful tenderer's EMD will be discharged / returned within a period of 30 days after award of contract to the successful bidder.
- 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 bid 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 14.

11. Prices

- 11.1 The prices quoted and accepted will be binding on the tenderer and valid for a period of Three year from the date of signing the contract and any increase in price will not be entertained during the contract period.

- 11.2 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.
- 11.3 In case of any enhancement in Excise Duty / ST 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/ST 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/ST, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty /ST on the services provided to the Purchaser and can also claim the same in the invoice.

12 Evaluation of tenders:

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.

- 12.1 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.
- 12.2 The Purchase committee shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 12.3 The technical scrutiny shall be on the basis of submitted substantiation documents.
- 12.4 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.
- 12.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop no. 2 in the website and Envelope No. 2 (Commercial bid) of such tenderer shall be opened later, on a given date and time.
- 12.6 Each item will be evaluated separately.

13. Post Qualification:

- 13.1 The Purchaser will further evaluate the Tenderer's financial and technical capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.
- 13.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (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 Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

14 Security Deposit & Contract Agreement

- 14.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs.500/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.
- 14.2 The Security Deposit should be in the form of Bank Guarantee in favour of the "*Commissioner (FW) & Director, National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai* payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-6**).
- 14.3 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.
- 14.4 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.

15. Award of contract:

- 15.1 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 .

15.2 The Purchaser reserves the right to increase or decrease the no. of drivers to be supplied 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.

16. COMMENCEMENT OF SERVICES

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

16.1 Submission of Performance Bank Guarantee in accordance with **Clause 15**

16.2 The Contractor shall commence services in purchaser premises within 30 days from the date of receipt of Notification of Award.

17. TOR (Terms of Reference)

17. a) Successful Bidder:-

17.a.1. The Contractor shall provide services at purchaser premises as per Schedule of Requirements by the purchaser during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the purchaser from time to time.

17.a.2. The Contractor shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the purchaser shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

17.a.3. The purchaser shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the purchaser, emergencies, exempted.

17.a.4. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the purchaser shall own no liability and obligation in this regard.

17.a.5. The Contractor shall exercise adequate supervision (for the drivers to be present at appointed hospitals daily, replacement of driver in case of absenteeism of appointed driver etc.) to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.

- 17.A.6.The Contractor shall issue appointment letters and identity cards / identification documents to all its employees who will be instructed by the Contractor to display or produce the same as and when required.
- 17.a.7.The personnel of the Contractor shall not be the employees of the purchaser and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract to the purchaser. The Contractor shall make them known about this position in writing before deployment under this agreement in the appointment letters itself.
- 17.a.8.Monthly documents shall submit regarding detail list of salary paid to drivers.
- 17.a.9.The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, and ESIC etc.
- 17.a.10.Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 17.a.11.All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the purchaser.
- 17.a.12.The Contractor shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services. The contractor shall provide drivers at the assigned places for 24 hours, 7 days a week.
- 17.a.13.The Contractor will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his labourers and Purchaser shall in no way be responsible for the same. He should not wait for the Purchaser's payment to pay to his labourers. The contractor will not be dependent upon the purchaser for monthly payment of its employees. The contractor will not stop payment to its employees irrespective of whether or not the contractor has received its payment from Purchaser. The payment also may be made through Bank / cheque and salary slip should be issued to the labourers. EPF should be deducted and the same should be in the name of labourers.
- 17.a.14.In case any workman of the service provider suffers injury / damage

or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the tenderer and Purchaser shall stand indemnified against any such claim for compensation.

17.a.15. Proper substitute arrangement (as and when need arises on a daily basis) is required to be made against absent of Motor driving service.

17.a.16. The service provider shall follow all laws like MTW Act 1963 (Motor Transport Workers Act), Motor Vehicle Act and all other Acts and Rules related to Drivers as defined in sec 2 (10) of the M.V. Act 1988 and all other referred under this tender.

17.a.17. In case the Drivers provided by the successful tenderer are found at fault in any road accident case, the successful tenderer should visit the spot of accident immediately to take the stock of incident & pay the cost of repairs of the Purchaser vehicle or to the other vehicle/persons involved. In respect of each other vehicles/persons involved, the successful tenderer should settle the case/ matter themselves with intimation to this office. The cost of damage charges to the Purchaser vehicle if any shall be adjusted from the bill payable to the successful tenderer.

17.a.18. In case of accidents registered by the police authorities against outsourced drivers, the successful tenderer should deal with the concerned criminal court cases by themselves. The result of such cases should be intimated to the Purchaser along with a copy of the court order immediately.

17.a.19. In case the Purchaser has to pay any damages, claims / penalties/ fines etc., on account of accident, non-observance of traffic rules or any other fault of the driver/other staff provided by the successful tenderer, the successful tenderer would indemnify the purchaser for such payments.

17.a.20. The Department shall not be responsible fully or partly to any labour or other dispute that may arise between successful tenderer and their staff.

17.a.21. Contractor should maintain all accurate well define records of drivers and shall also organise Medical verification and verification of original document like driving license and such other.

17.a.22. Contractor should arrange medical examination of appointed drivers from government Medical Officers.

17.a.23. Drivers age shall not be more than 55 years.

17.a.24.It shall be also to be noted that biometric attendance system for all driver appointed in district and cumulative report shall be submitted by successful bidder on monthly basis.

17.a.25.Driver payment shall give by as per minimum wages act along with service charge.

17. a.26 Each driver should give minimum Utilization 3 trips per ambulance per day for free JSSK Referral Transport.

17.a.27. Contractor should treated as principal employer for providing uninterrupted services.

17.b) State:-

17.b.1. Except as expressly otherwise provided, the Purchaser shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Services are to be provided required to enable Contractor's employees to carry out the Services.

17.b.2.To enable the Contractor to provide the services, the purchaser shall ensure that their staffs are available to provide such assistance.

17.b.3.The purchaser shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The purchaser does not recognize any employee employers' relationship with any of the workers of the Contractor.

18. CONTRACTOR'S LIABILITY

18.1 The Contractor shall completely indemnify and hold harmless the purchaser and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Purchaser.

18.2 The Contractor shall not be liable in any way whatsoever and the Purchaser hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

18.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

18.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of

Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the Purchaser.

18.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

19. INSURANCE:

Without limiting any of his other obligations or liabilities, the registered agency shall, at his own expense take and keep comprehensive insurance including third party risk for vehicle and machinery materials etc., brought to the site by vehicle and for all the works during the execution and also for attendant. The registered agency shall arrange for workmen's Compensation Insurance as required by Law and undertake to indemnify and keep indemnified the Purchaser from against all manner of claims and demands and losses and damages and cost (including between Attorney and Purchaser) and charges and expenses that may be in regard to the same or that the Purchaser may suffer or incur with respect to and / or incidental to the same. The registered agency shall have to furnish the Purchaser the originals/attested copies of the policies of the Insurance taken before entering an agreement with all premium receipts and other papers related thereto which the Purchaser may require.

20. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

20.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

20.2 The Contract may be terminated forthwith by the Purchaser by giving written notice to the Contractor, if:

20.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Purchaser shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Purchaser and in that event and the

security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

20.2.2 The period of contract will be three year from the date of work order. Purchaser will review contractor services every one year. If the Contractor does not provide services satisfactorily as per the requirements of the Purchaser or / and as per the Schedule of requirements, this Contract may be terminated.

20.2.3 The Contractor goes bankrupt and becomes insolvent.

21. INSOLVENCY

21.1 The competent authority of the Office of the Commissioner (FW) & Director, National Health Mission (NHM Procurement Cell), Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the 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 or 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.

22. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

22.1. “Force Majeure” shall mean any event beyond the control of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

22.2 The date of commencement of the event of Force Majeure;

22.3 The nature and extent of the event of Force Majeure;

22.4 The estimated Force Majeure Period,

22.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

22.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

22.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

23. Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.

23.1 Any effort by the tenderer to influence the Purchaser in the Purchaser's

bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

24. PAYMENTS

- 24.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Purchaser for the services rendered. Contractor will get Payment as per actual no. of driver supply.
- 24.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 24.3 The Contractor shall raise invoice per month and submit the same to Purchaser by 5th of every following month. The Purchaser shall make all **endeavour** to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor.
- 24.4 The initial cost of the Contract shall be valid for a period of **three years**. No price escalation, other than the rise in the minimum wages in the respective category shall be entertained by the Purchaser.
- 24.5 After expiry of the initial period of the Contract of **three years** and if the Contract is renewed by the Purchaser, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages by the Government.
- 24.6 In addition to the Contract payments, the Purchaser shall pay for any additional services required by the Purchaser, which are not specified in the **Price Schedule**, the cost for which will again be mutually decided by the Purchaser and the Contractor.
- 24.7 All payments shall be made in Indian Currency by means of an Account Payee Cheques only.
- 24.8 Purchaser shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Purchaser shall provide a certificate certifying the deduction so made.
- 24.9 No payment shall be made in advance nor will any loan from any bank or

financial institution be recommended on the basis of the order of award of work.

25. Corrupt or Fraudulent Practices

- 25.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 25.2 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- 25.3 “Fraudulent practice” means a misrepresentation or omission 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 Tenderer (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.
- 25.4 “Collusive practice” means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.
- 25.5 “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.
- 25.6 “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;.
- 25.7 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.

26. LABOUR LAW COMPLIANCES

- 26.1 The engagement and employment of labours and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Purchaser may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contactor.

- (a) All wages allied benefits such as leave, ESI, PF ,Gratuity , Bones etc, shall be paid by the contractor and Purchaser shall be not incur any liability or additional expenditure whatsoever for personnel deployed
- (b) It is mandatory that the employees must be paid through bank into their individual savings accounts by means of RTGS or Crossed cheques only.

26.2 The Contractor shall abide by all labours laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. the details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Purchaser every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safely, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses. Any noncompliance of the above mentioned laws make the contract liable to be terminated and the contractor liable to be blacklisted.

26.3 The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contact due to non-compliances of labour or other related laws.

26.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

26.5 The Contractor shall submit periodical returns as may be specified from time to time.

27. OFFICIAL RECORD :

27.1 The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Purchaser office.

27.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Purchaser office. The personal file shall invariably consist of

personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent), **copy of driving licences** and all grievances recorded by the staff vis-à-vis action taken etc.

27.3 The Company should maintain:

- a. List of employees with their date of engagement
- b. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC

27.4 The Contractor shall also prepare a register indicating all payment/dues in respect of all the employees.

28. PENALTIES

28.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 10th of every month, failing which penalty of Rs.500/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Purchaser will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor. **The contractor will not be dependent upon the purchaser for monthly payment of its employees. The contractor will not stop payment to its employees irrespective of whether or not the contractor has received its payment from Purchaser.**

28.2 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

28.3 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of

manpower. The Purchaser shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Purchaser.

29. Please see “**Rider A**”

29.1 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.

29.2 Arbitration:

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Commissioner of Health and Family Welfare as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by Commissioner of Health and Family Welfare to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1, 00,000/-)
- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the

direct subject of the arbitration.

- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

29.3 **Governing Language:**

English language version of the contract shall govern its interpretation.

29.4 **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.

29.5 **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.

29.6 **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.

29.7 **Saving clause**

No suits, prosecution or any legal proceedings shall lie against the The Commissioner of Health & FW, 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

1. SCOPE OF WORK – FOR SERVICES

The service provider should provide driver 24 X 7 per Health care institutes to transfer patients as and when required. The driver should maintain the movement entry in the prescribed registers and log book at the institutes. The driver should assist in the shifting of the patient if required, and maintain the vehicle in good condition. The break oil, engine oil, wheel pressure, lights and over all ambulance condition should be monitored to be in complete running condition.

2. The Contractor shall also ensure that for the services, only such smart, intelligent, experienced drivers are deployed in Purchaser premises who can cater to the requirements of Purchaser standards, failing which it shall be liable for Contractor to provide replacement immediately.

3. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- ✓ Are always smartly turned out and vigilant.
- ✓ Are punctual and arrive at least 15 minutes before start of their duty time.
- ✓ Driver should always carry his valid Motor Driving Licence with proper driver uniform while on Duty.
- ✓ Take charges of their duties properly and thoroughly.
- ✓ Perform their duties with honesty and sincerity.
- ✓ Read and understand their post and site instructions and follow the same.

- ✓ Extend respect to all Officers and staff of the office of the Purchaser.
- ✓ Shall not consume alcoholic beverages on duty, or come and report for duty after consumption of alcoholic beverages.
- ✓ Will not gossip or chit chat while on duty.
- ✓ Will never sleep while on duty post.
- ✓ Will not read newspaper or magazine while on duty.
- ✓ Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Vendor Control and the Purchaser.
- ✓ When in doubt, approach concerned person immediately.
- ✓ Get themselves checked by security personnel whenever they go out.
- ✓ Shall not smoke on duty.

4. Period of Contract

The period of contract will be 3 year from the date of work order.

ANNEXURE -1

Tender Form

To,
Commissioner (FW) & Director,
National Health Mission
(NHM Procurement Cell)
2nd Floor, Arogya Bhavan
St.Georges Hospital Compund,
Mumbai 400 001

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply of drivers 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 abide 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 bid for and on behalf of _____

Signature & stamp of tenderer

Note: This form must be signed & Stamped in original to be submitted to this office along with Tender fee + EMD + 1 affidavits on or before sale close of tender.

ANNEXURE -2

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The **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 Rs. In Lakhs
1	2012-13	
2	2013-14	
3	2014-15	

Date:

Seal

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

Annexure-3

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

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 (FW) & Director, MD, National Health Mission 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)

Annexure-4
PRICE SCHEDULE

TABLE-‘A’

S.No.	Category	Quoted Amount per person ** (Rs.)
1	Ambulance Driver (Under Skilled Category) minimum 2 years of driving MCV / HCV & having a valid driving license in the category. Please quote rate per month	

Note :

- (i) Total Consolidated monthly amount per person should be quoted by the bidder under each of the category separately. Guidelines for calculation are given in Table-B, below. Strict adherence to the same is mandatory.
- (ii) The bidder should submit break-up of the rates quoted in Table A above in the format as per Table B below. If the break-up is found not conforming to the Table B, then the bids will be summarily rejected. Similarly, non-submission of break-up as per format given in Table B, will lead to rejection of the bid summarily.
- (iii) Payments shall be made by the Purchaser as per the terms and conditions of the Tender Documents.
- (iv) Prices shall be valid for a period of three years. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Purchaser, which shall be reimbursed by the Purchaser.
- (v) The services are to be provided for the entire month, including weekly offs, as per labour laws prevailing in the state.
- (vi) The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Profit Margin of company etc. Please refer Table – B.
- (vii) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- (viii) The Contractor shall mandatorily ensure that the cost per head as at ‘A’ is paid as monthly wages to their employees who are deployed in Purchaser premises for different services.

TABLE-‘B’

Guidelines for Wages Calculation

Sr.No	Head	Remarks
A	Wages	
A.1	Basic	Rs. (As per Government of Maharashtra)
A. 2	DA	Rs. (As per Government of Maharashtra)
	Sub Total- A	Sub Total-A (A.1+A.2)
B	Statutory and Legal Compliances	
B.1	HRA	5% on Sub Total-A
B.2	ESI	4.75% on (Sub Total-A + B.1)
B.3	EPF	13.36 on Sub Total-A
B.4	BONUS	8.33 on Sub Total-A
B.5	GRATUITY	4.81 on Sub Total-A
B.6	LEAVE COVERAGE	6.75% on Sub Total-A
B.7	LWF	As per Govt. directives.
	Sub Total – B	Sub Total-B (B.1+B.2+B.3+B.4+B.5+B.6+B.7)
C	Other Expenses	
C.1	Conveyance	As per Contractor’s Company policy.
C.2	Shoes/ Uniform/ Seasonal Outfit	As per Contractor’s Company policy. Also attach the break-up of the cost arrived, separately.
C.3	Fair Wages (if any)	As per Contractor’s Company policy.
C.4	Cost of Training	As per Contractor’s Company policy.
C.5	Other costs	As per Contractor’s Company policy.
	Sub Total - C	Sub Total-C (C.1+C.2+C.3+C.4+C.5)
D	Sub Total - D	Sub Total-A + Sub Total-B + Sub Total-C
E	Sub Total – E	X % * Sub Total-D, where X is a number denoting the percentage of Contractor’s Profit Margin and Administration Charges as per discretion of the Contractor’s Company Policy.
	Final Total per Man per Month	Sub Total-D + Sub Total-E

Note : All applicable taxes will be paid separately on the Final Total per month.

Total tender price (in words) _____

Note:

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

Signature of the tenderer
Name,
Designation,
Business address

Annexure-5

FORMAT FOR BANK GUARANTEE FOR E.M.D

Whereas..... (*Hereinafter called “the Tender err”*) has submitted its tender dated..... (*Date of submission of bid*) 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 - 6
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier)
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract
No..... dated, 200... 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 theday of.....200.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....200....

Address.....

.....

Mandatory Proforma – 1 to be submitted online (Envelop no. 1)

Sr. No.	Documents Submitted
1	Limited / Private Limited Company, registration under the Companies act, 1956
2	Registration with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
3	Attested copy of manpower wages roll or EPF Challan in support of available manpower (duly submitted to EPFO)
4	Annexure-2(ANNUAL TURNOVER STATEMENT)
5	Annexure-3 (CONTACT DETAILS FORM)
6	Annexure-5 (FORMAT FOR BANK GUARANTEE FOR EMD)
7	Audited Balance Sheet 2012-13, 2013-14 & 2014-15
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	Service Tax Registration certificate
12	Service Tax Clearance Certificate up to 31 March 2013 or the latest copy of the Service Tax return submitted
13	<u>ADDITIONAL INFORMATION RELATED TO TENDER</u>

Following documents to be submitted in original to this office on or before the sale close of tender on address mentioned below & all other documents to be submitted through e tendering (On line)

Address for communication :

Office of the
Commissioner (FW) & MD NHM,
(NHM Procurement Cell)
2nd Floor, Arogya Bhavan
St.Georges Hospital Compund,
Mumbai 400 001

Sr. No.	Documents physically to be Submitted before last date of submission of tender
1	Annexure-1 (Tender Form) duly signed & stamped
2	Tender Fee
3	E M D
4	Affidavit on non-judicial stamp paper of Rs. 500/- 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.

RIDER A

• 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.

• ARBITRATION

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Commissioner of Health and Family Welfare as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by Commissioner of Health and Family Welfare to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1, 00,000/-)
- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

• GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

- **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.

- **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.