



Tender No. NHM-E-14/HIRING VEHICLE/2016-17
National Health Mission,
State Health Society
(Procurement Dept. NHM)
Arogya Bhavan 1st Floor,
St.George's Hospital Compound,
Near C.S.T.Station,Mumbai-400 001.
Maharashtra State

Website : <http://nrhm.maharashtra.gov.in>, <http://arogyamaharashtra.gov.in>,
<http://mahatenders.gov.in>

Email: proc.nrhm@gmail.com

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

Tender for Appointment of Agency for HIRING VEHICLE

Not Transferable

Tender reference No: NHM-E-14/HIRING VEHICLE/2016-17

Last date for submission of tenders : **05/05/2016** up to 14:00 hours.

Issued to

M/s.....

National Health Mission
State Health Society, Mumbai
Maharashtra

Tender No. NHM-E-14/HIRING VEHICLE /2016-17

State Health Society, Mumbai invites e-tender offer in two envelopes system from eligible bidders for the appointment of HIRING of VEHICLE for one year as mentioned below:

Sr. No.	Description	EMD	Nature of Work
01	Appointment of Agency for providing Hire Vehicles for one Year	Rs. 50,000/- by online gateway in favour of State Health Society, Mumbai	Providing hire vehicles on daily, monthly and tour basis in the Mumbai.

Interested eligible Tenderers may obtain further information of other terms and conditions applicable for the agency providing of hire vehicles from website <https://nrhm.maharashtra.gov.in>, <http://arogya.maharashtra.gov.in>, <http://mahatenders.gov.in>

TENDER SCHEDULE

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

Period of sale & preparation of bid	22.04.2016 at 10.00 am to 05.05.2016 upto 14.00 hrs.
Pre-bid Meeting	29.04.2016 at 14.30 hrs
Date of bid submission	22.04.2016 at 10.00 am upto 05.05.2016 14.00 hrs
Date of bid closing	05.05.2016 14.00 hrs
Date of bid opening	06.05.2016 at 14.01 hrs to 17.30 hrs

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

A complete set of tender documents may be purchased by interested eligible tenderer upon online payment of a non refundable fee of Rs. 3000/- (**Rupees Three Thousand only**) "State Health Society, Maharashtra" by online gateway as per the duration displayed in time schedule as per e-tender procedure.

Tender cost of Rs.3000/- should be submitted online. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

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

**Joint Director Finance,
National Health Mission,
NHM, Mumbai**

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TERMS AND CONDITIONS

1. Introduction

- 1.1 State Health Society, Maharashtra hereinafter referred to as a “supply of Services” invites offer in TWO sealed Envelope systems for supply of services specified in Annexure-A Schedule of Requirements at Arogya Bhavan Mumbai.
- 1.2 Interested eligible Tenderers may also obtain further information of other terms and conditions applicable for appointment of Agency for Hiring of VEHICLE for one year from our website <http://nrhm.maharashtra.gov.in>, <http://arogyamaharashtra.gov.in>, **<http://mahatenders.gov.in>** in tender document.
- 1.3 All bid related activities will be governed by the time schedule.
- 1.4 All activities of this tender are carried out online on website <https://mahatenders.gov.in>. The tender document is uploaded/Released on Government of Maharashtra, GOM e-tendering website <https://mahatenders.gov.in> and has to be downloaded as well as filled up and submitted online gateway only. Tenderer are required to submit online the tender cost of Rs.3000/- (Rupees Three Thousand only) (non refundable) online payment gateway in A/c of “State Health Society, Mumbai and the same should essentially be submitted in the separate Envelope along with EMD online through gateway in A/c of “State Health Society, Mumbai as per tender schedule. 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 quantities mentioned in the Tender are only approximate estimated quantities. State Health Society, Maharashtra reserves the right to increase or decrease the Scope of services 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 of Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of State Health Society, Maharashtra payable at Mumbai in terms of deposit. This issue will submit to State Health Society along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the State Health Society. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

1.7 If vehicle / vehicles are not provided to SHS, Mumbai as per contract the SHS reserves the right to cancel the contract and to forfeit the security deposit of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only).

1.8 The Right to reject any tender without assigning any reason what so ever is reserved with SHS, Mumbai.

2 Eligibility criteria for this Tender :

This invitation for tender is open to all govt. registered Agency/firms for the **Appointment of Agency for Hiring of VEHICLE for one year** mentioned in the tender document.

2.1 Agency has to submit the following documents along with the quotation.

2.1.1 Copy of registration.

2.1.2 Valid Solvency certificate from a nationalized bank to the extent of Rs.50000/- (for this specific tender) and a copy of certificate regarding work done in concern sector, a agency should be engaged with providing services of hiring vechicles for the last 3 years should be enclosed with the proposal.

2.1.3 Past experience in Govt. /Private Sector (certificate from clients).

2.1.4 Services Tax Registration Certificate along with proposal.

2.1.5 Declaration on stamp paper of Rs.100/- that the agency has not been blacklisted / debarred by any Govt. Dept. / Public Organization in any of the past five yrs.

2.1.6 Copy of PAN card registration.

2.1.7 An attested copy of service tax paid for the last year should be provided.

2.2 The agency should be either sole proprietary concern/ partnership firm or company registered with copy of registration to be attached the Registrar of firms/ registrar of Companies whichever applicable.

2.3 The Vehicles provided by the agency should not be older than 3 years.

2.4 Said vehicles should be registered with the local Regional transport Authority as tourist vehicles and should have valid road permit to carry passengers and PUC.

2.5 The tenderer should furnish the information on past work and satisfactory performance as a Agency for Hiring of Vehicle.

- 2.6 Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Hiring of Vehicle.
- 2.7 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.
- 2.8 The purchaser reserves the right for verifications of any original documents of the Tender submitted.
- 2.9 Tenderer shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -3. The annual turnover should not be less than Rupees 35 Lakh.**
- 2.10 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.
- 2.11 Vehicles should be as per rules, regulations & directives from RTO.
- 2.12 Joint Venture is not allowed.

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 email or letter prior to 10 days of closing of sale of tender** E mail : proc.nrhm@gmail.com

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 addendum/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.
- 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 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 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. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer.
 3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
 4. Attested photocopy of registration for running Hiring Vehicle Agency. issued by

respective State Government. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.

5. Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Hiring Vehicle Agency
6. Annual turnover statement for last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -3** certified by the Chartered Accountant.
7. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
8. VAT/ST /Service Tax Registration certificate.
9. VAT /ST Clearance Certificate up to **31st March 2015** or the latest copy of the VAT return submitted.
10. Affidavit on non-judicial stamp paper of **Rs. 100/-** regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years .

6.5 Envelope No. 2 (Price tender):

(a) 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.

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 tender) of the tenderer will be opened in the presence of tender opening authority.

8.2 **Opening of Envelope No. 2**

This envelope shall be opened 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).

8.3 Tender will be opened in the presence of Bidders present on the due date of opening.

8.4 Bidder shall furnish the documents as per Technical Bid Form.

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

9.1 The tenders shall remain valid for a period of **180 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 favour of "State Health Society,Mumbai".

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

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

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

10.6 The successful tenderer's **EMD** will be discharged after signing the Contract and submitting the security deposit as stipulated.

10.7 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 Rates given in tender should be valid for at least 90 days from the date of opening of quotations. The accepted rates of the successful bidder have to be firmed for a period of 12 months from the date of acceptance of quotations. No change of rates during these 12 months will be allowed on any grounds what so ever.
- 11.2 The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the "Annexure V".
- 11.3 Fixed rate should be quoted per month basis as well as on hourly basis including cost of fuel, wages of driver, and other incidental charges. The prices quoted by the bidder shall remain firm during the period of contract and shall not be subject variation on any account except in case of changed in petrol/diesel prices.
- 11.4 The prices quoted should be in Indian rupees and will be valid for a period of **Two year** from the date of signing the contract. Any increase in price will not be entertained during the contract period.
- 11.5 The Rates quoted By the bidder shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account as per the format of price schedule (**Annexure-5**).
- 11.6 The income tax and other taxes if any payable by the Institute / Agency as per rules shall be deducted from bill and remitted to him concerned authorities. The service tax, contract tax if any can be charged separately.
- 11.7 In no case any revision in price is admissible, Clarification may be sought and obtained but no change in substance or price is permissible.
- 11.8 The price of the goods quoted, should include all duties and sales and other taxes already paid or payable except;
 - (i) Any Indian duties, sales and other taxes which will be payable on the

goods if this contract is awarded;

(ii) 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.

11.9 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.

11.10 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 tender), on the scheduled date, time and venue, the State Health Society shall examine the contents of the tenders received along with all prescribed mandatory documents.

13.2 More than one offer from one agency and also conditional offers other than the specified conditions may not be considered and if offered, such tenders are liable to be treated as invalid.

13.3 All the document required should be true and each sign by competent authority.

- 13.4 The bidder should quote for both 1.-As & when requirement and 2.- Monthly basis. Both rates will be evaluated separately and agencies quoting lowest rate in each category will be appointed.
- 13.5 State Health Society shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- 13.6 State Health Society shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.7 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- 13.8 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.
- 13.9 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.
- 13.10 Each schuedule will be considered separately for evaluation.

14. Post Qualification:

- 14.1 The Purchaser will further evaluate the Tenderer's financial, technical, 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 21 days) after the supplier's receipt of notification of award of contract for an amount of Rs.1,50,000 [Rupees One Lakh Fifty Thousand

only] valid up to 60 days after the date of completion of Contract. Contract Agreement on **Rs. 100/-** non-judicial stamp paper within seven days after the supplier's receipt of notification of award of contract. The cost of Stamp paper should be borne by the tenderer.

15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the "**State Health Society, Maharashtra**", payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-7**).

15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.

15.4 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of contract:

16.1 The Purchaser will award the contract to the successful 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. Parking & Toll Charges

Payment of any Government tax on duty for applying the vehicles for NHM within Maharashtra will be the liability of the contractor. Parking and Toll charges, if any

may be claimed by producing the Parking/Toll slips.

19. Penalty :

In Case of non-compliance of the above terms and conditions of the contract, a penalty may be levied. The penalty for the defaults is as under :-

S.N.	Nature of Default	Penalty in Rs./ Action
01.	Late Reporting	50% of proportionate contract charges per day.
02.	Non Reporting	In case of non-availability of vehicles penalty of Rs.500/- per day shall be imposed in addition to deduction at pro-rata basis for that day or the cost of hiring a taxi whichever is higher.
03.	Vehicle unclean , not meeting requirements	In case of vehicles condition is bad and not clean (seat covers all the time while on duty) Penalty of Rs.200/-
04.	Change of drivers without permission /intimation	Rs.100/- per instance.
05.	Non Provision of substitute vehicle on breakdown.	In case of break down, vehicles have to be replaced by other immediately or not beyond more than one hour. In case of non- availability of suitable vehicle a penalty upto Rs.1000/- may be imposed in addition to deduction on pro-rata basis for the period or the cost of hiring a taxi whichever is maximum. If the number of break down exceeds three within 30 days of first breakdown, a penalty of Rs.2000/- per break down shall be imposed.
06.	Non Reporting in Extra Hours	In case of non-availability of vehicles during day time penalty will be Rs.1500/- and for extra hrs. Rs.200/- per occasion shall be imposed.
07.	Miss behave of Driver	In case of miss behave of driver and smoking, consumption of liquor/alcohol, Pan Masala / Gutka, Tobacco and shall never report to the duty under influence of alcohol then penalty of Rs.500/-

20. Delivery Period & Place of delivery : Deleted

21. Liquidated damages:

Liquidity damages at the rate of 0.5% per week for the delay / disobey or any mistake occurred intentionally in subject up to a maximum deduction of 10% computed on the value, & Once the maximum is reached, the Purchaser may consider for termination of the Contract.

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

If the Agencies fails to commence services as scheduled stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the 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.

22.[A] Subletting of Work :

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

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 at the cost of supplier.

23.3 Force Majeure will be accepted on adequate proof thereof.

23.4 If contingency continues beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

24. Confidentiality

24.1 Information relating to the examination, clarification, evaluation, and comparison of 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

25.1 No payment shall be made in advance nor any loan from any bank of financial institution shall be recommended on the basis of the order of award of work.

25.2 Payment will be made on receipt of bills accompanied by following documents

25.2.1. Bills along with the duty slip duly signed by the user.

25.2.2. Toll and parking slips.

25.3 The contractor shall submit the bill in the first week of following month in respect of previous month supported by copies of the log sheet duly signed by the competent authority of National Health Mission Maharashtra , for sanction of the amount of bill and pass in the bill for payment.

25.4 All payment shall be made by cheque or through e-payment system only.

25.5 State Health Society, Maharashtra shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.

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

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 with state Health Society, Maharashtra.

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, Maharashtra 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	8 Hours & 80 Kms. (Within BMC Limit)	24 Hours & 240 Kms. (Other than BMC Limit within maharashtra)	After basic limit for every km / Hour		Nature of work
		Rs.			Rate for Extra KM (Rs.)	Rate for Extra	
1.	<p>Vehicle on call basis / As an when required during contract period (Within City B.M.C and MRTA includes Thane, Vasai, Virar, Navi Mumbai, Panvel city Limit / within Maharashtra)</p> <p>1) Sumo / Bolero AC..... Non AC.....</p> <p>2) Indica / Santro / Swift AC..... Non AC.....</p> <p>3)Indigo / Swift D'zire / Manza AC..... Non AC.....</p> <p>4) Xylo / Innova / Artiga /Scoripo AC..... Non AC.....</p> <p>5)Etios / Verna</p>	Rs.50,000/- by online gateway in favour of State Health Society ,Mumbai					Providin g hire vehicles on daily, monthly and tour basis in the mumbai
SN	Description		Rates for 2400 Kms per Month (Rs.)	Rates for extra per kms after completion of 2400 Kms (Rate/Km.)			
2	<p>Vehicle on Monthly basis (Residence to Office & within Maharashtra and On Monthly basis during contract period)</p> <p>1) Sumo AC..... Non AC.....</p> <p>2) Indica AC..... Non AC.....</p> <p>3)Indigo / Swift D'zire / Manza AC..... Non AC.....</p> <p>4) Xylo / Innova / Artiga AC..... Non AC.....</p> <p>5)Etios / Verna AC..... Non AC.....</p>						

Note :-

- Driver should have authentic and valid driving licenses and shall wear uniform

with ID.

- Vehicle to be provided on demand on phone to the SHS office, Arogya Bhavan or any other place specified.
- Regular maintenance, servicing and up keep shall be done. Vehicle and seat cover (as far as possible of white color) should be cleaned properly.
- If the vehicle / vehicles are not provided in time the SHS may procure vehicles from any source on hire basis and if those charges are more than the contract rates the difference will be recovered from the institute/ Agency as penalty..
- SHS, Mumbai shall not pay any amount for repairs, damage including third party damages on any reason during the period of contract when the vehicle is on SHS, Mumbai duty. The responsibility of insurance etc. will be of the contractor.

ANNEXURE -1

Tender Form

To
State Health Society, Maharashtra
3rd 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 of Services 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. 2012-13, 2013-14& 2014-15
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 hired vehicles	Value of order	Has the vehicles satisfactorily functioning? (Attach a certificate from the Purchaser)
1	2	3	4	5

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 Lacs
1	2012-13	
2	2013-14	
3	2014-15	

Date:

Seal

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

ANNEXURE-4

CONTACT DETAILS FORM

1. NAME OF THE COMPANY

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

.....

3. COMMUNICATION ADDRESS

.....

4. PHONE NO./MOBILE NO.

5. FAX

6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON

.....

2. DESIGNATION

3. PHONE NO.

4. MOBILE NO.

5. E-MAIL I.D.

UNDERTAKING

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

2. The rates quoted by me are valid and binding upon me for the entire period of contract.

3. I/We give the rights to the competent authority of the Office of the State Health Society, Maharashtra to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.

4. I hereby undertake to provide the manpower services as per the directions given in the 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	EMD	8 Hours & 80 Kms. (Within BMC Limit)	24 Hours & 240 Kms. (Other than BMC Limit within maharashtra)	After basic limit for every km / Hour		Other charges if any
1.	Vehicle on call basis / As an when required during contract period (Within City B.M.C and MRTA includes Thane, Vasai, Virar, Navi Mumbai, Panvel city Limit / within Maharashtra) 1) Sumo / Bolero AC..... Non AC..... 2) Indica / Santro / Swift AC..... Non AC..... 3) Indigo / Swift D'zire / Manza AC..... Non AC..... 4) Xylo / Innova / Artiga / Scoripo AC..... Non AC..... 5) Etios / Verna AC..... Non AC.....	(Rs.)			Rate for Extra km	Rate for Extra Hour	
		50,000/- by online getway in favour of State Health Society, Mumbai					
Sr. No.	Description	Rates for 2400 Kms per Month (Rs.)			Rates for extra per kms after completion of 2400 Kms ((Rate/Km.)		
2	Vehicle on Monthly basis (Residence to Office & within Maharashtra and On Monthly basis during contract period) 1) Sumo AC..... Non AC..... 2) Indica AC..... Non AC..... 3) Indigo / Swift D'zire / Manza AC..... Non AC..... 4) Xylo / Innova / Artiga AC..... Non AC..... 5) Etios / Verna AC..... Non AC.....						

Rate in Words:-

Note:

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

Designation
Business address

Terms & Condition:-

- The agency shall be solely responsible for any act of commission and/ or commission on the part of staff deployed.
- 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.

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, 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 theday 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 (SECURITY DEPOSIT FORM) :**
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. **The agency should be either sole proprietary concern/ partnership firm or company registered with copy of registration to be attached the Registrar of firms/ registrar of Companies whichever applicable**
11. **VAT/ST/SERVICES TAX Registration certificate whichever applicable**
12. **VAT/ST/ SERVICE TAX Clearance Certificate up to 31 March 2015 or the latest copy of the VAT return submitted.**
13. **Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been blacklisted in the past three years by any State, Central Govt. or private institution.**

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.