



Price Rs. 2000/-

Tender No. NHM/M-2/ AMC/ AIR CONDITION SERVICES/2015-16

Government of Maharashtra

National Health Mission

State Health Society

(Procurement Dept. NHM)

Arogya Bhavan 1st Floor,

St.George's Hospital Compound,

Near C.S.T.Station,Mumbai-400 001.

Maharashtra State

Website : www.nrhm.maharashtra.gov.in

Email: proc.nrhm@gmail.com

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

Appointment of Agency for Air Condition & Water Cooler

Not Transferable

Tender reference No: NHM/M-2/ AMC/ AIR CONDITION SERVICES/2015-16

Last date for submission of tenders:**16/10/2015** up to 13:00 hours.

Issued to

M/s.....

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National Health Mission
State Health Society
(MAHARASHTRA STATE)
Tender No. NHM/M-2/AMC/AIR CONDITION SERVICES/2015-16

State Health Society, Maharashtra invites offer in two envelope system from eligible bidders for the appointment of AMC for Maintenance of Air Condition & Water Cooler for one year as mentioned below:

Sr. No.	Description	EMD (Rs)	Specifications	Qty.	Place
1.	Appointment of Agency For Annual Maintenance of Air Condition	5,000/-	Split A/C	104 Nos	Arogya Bhavan Mumbai

Interested eligible Tenderers may obtain further information of other terms and conditions applicable for procurement of above items from website www.nrhm.maharashtra.gov.in

TENDER SCHEDULE

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

Date of commencement of sale of Tender document	: 24-09 -2015
Date of pre-Tender meeting	: 29-09-2015 at 14.30 hrs.
Last date for sale of tender document	: 15-10 -2015 at 13: 00 hrs
Last date and time for submission of tender	: 16-10-2015 up to 13.00 hrs.
Date and time of opening of Envelope No.1	: 16-10-2015 at 13.01 to 17.00 hrs.
Address for communication	: Office of the National Health Mission , State Health Society, 3 rd Floor, Arogya Bhavan St. Georges Hospital Compound, Mumbai 400 001 Phone NO : 022-22717627/22717633 Telefax : 022-22642955

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non refundable fee of Rs. 2000/- (Rupees Two Thousand only) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of "State Health Society,

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Maharashtra " payable at Mumbai during office hours on all working days on or before date & time of closing of sale of tender document

In case of tenders which are downloaded from website, the tenderers should specifically super scribe "Down loaded from the website" on the top left corner of the envelope. However tender cost of Rs. **2000/-** (Rupees Two Thousand only) in the form of Demand draft must be attached with the tender document. The tenders submitted without EMD will be summarily rejected. EMD carries no Interest. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

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 “**Purchaser** “ 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 AMC for Maintainance of Air Condition** from our website www.nrhm.maharashtra.gov.in & in tender document.
- 1.3 All bid related activites will be governed by the time schedule.
- 1.4 Tenderers are required to submit the tender cost of Rs. **2000/-** (Rupees Two Thousand only) (Non-refundable) by way of separate demand draft issued by nationalized/scheduled bank drawn in favour "**State Health Society, Maharashtra** " payable at Mumbai and the same should essentially be submitted on or before the last date & time of closing the sale of tender. In case of tenders which are downloaded from website, the tenderers should specifically super scribe "Down loaded from the website" on the top left corner of the envelope. Tender cost of Rs. **2000/-** (Rupees Two Thousand only) in the form of Demand draft must be attached with the tender document. Tender shall be rejected summarily upon non payment of tender document cost in either way as mentioned above.
- 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 , Mumbai payable at Mumbai in terms of deposit. This issue will submit to State Health Society along with facts. The amount so deposited shall be

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

1.7 The Right to reject any 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 firms for the appointment of **Agency for Maintenance of Air Condition** mentioned in the tender document.

2.1 The tenderer should furnish the information on past work and satisfactory performance as a **Agency for Maintenance of Air Condition**.

2.2 Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a **Agency for Maintenance of Air Condition**.

2.3 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.

2.4 The purchaser reserves the right for verifications of any original documents of the Tender submitted.

2.5 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 20 Lakh.**

2.6 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.

2.7 Copy of Registration, Services Tax Registration.

2.8 **Valid Solvency certificate from a nationalized bank (for this specific tender) and a copy of certificate regarding work done in concern sector for the last 3 years should be enclosed with the proposal**

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- 2.9 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.
- 2.10 Copy of PAN card registration
- 2.11 An attested copy of service tax paid for the last year should be provided.
- 2.12 The purchaser reserves the right for verifications of any original documents of the Tender submitted.
- 2.13 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 .

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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 envelope indicating Tender No, Subject & Date of opening of the Tender

6.3 Late tender offers:

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

6.4 Envelope No. 1 (Technical Tender):

(Technical 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 **Air Condition M/c Maintenance 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 **Agency for Maintenance of Air Condition M/c**
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,**

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2013-14 & 2014-15 certified by the Auditor.

8. VAT/ST/Service Tax Registration certificate whichever applicable.
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

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of Envelope no. 2 as per procurement procedure. The tentative date and time of opening of Envelope No. 2 will be communicated subsequently to the eligible tenderers on the basis of evaluation of documents in Envelope No.1 (Technical tender).

9. Period of Validity of tenders:

9.1 The tenders shall remain valid for a period of **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 in the form of demand draft in favour of "**State Health Society, 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 45 days beyond the validity of the tender.

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

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

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

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

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

10.8 The **EMD** shall be forfeited:

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(a) If a Tenderer withdraws its tender during the period of tender validity as specified in the Tender.

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

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

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

11. Prices

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

11.2 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).

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.

(iii) The price of other incidental services.

11.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.

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

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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 The 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..
- 13.3 The 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.
- 13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- 13.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 13.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening **Envelop No. 2** (Commercial tender) of such tenderers shall be opened later, on a given date and time.
- 13.7 Each schuedule will be considered separately for evaluation.

14. Post Qualification:

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

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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.10,000 [Rs.Ten 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.

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17. Period of Contract :

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

18. Delivery Period & Place of delivery & documents :

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

19. Liquidated damages: Deleted

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

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

21. 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.

22. Inspections and tests :-

22.1 The SHS or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications.

Where the SHS decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the SHS.

22.2 Should any inspected or tested goods fail to conform to the Specifications, SHS
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may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the SHS.

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.

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25. Payment

Payment will be made on quarterly basis after submission of invoice along with the report certified by authorized officer.

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

26. Penalty :

- 26.1 If a particular machine is not repaired within 48 hours of the receipt of the compliant, a penalty of Rs.100/- per day per machine shall be imposed and it will be deducted from the quarterly payment. Continuous delay by the bidder in the performance of its delivery and service obligations shall render the bidder liable to forfeiture of its performance security.

- 26.2 If at any time during performance of the Contract the bidder should encounter conditions impeding timely delivery of the work and performance of service, the contractor shall promptly notify to the SHS in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor's notice, the SHS shall evaluate the situation and may at its discretion extend the period for performance of the contract in writing after mutual discussion with the contractor. The contractor shall not be entitled for any escalation, compensation or damages for the period of extension so granted for whatsoever reason(s). The decision of the SHS in this regard shall be final & binding and no dispute in this regard is arbitrable.

27. Corrupt or Fraudulent Practices

- 27.1 The Purchaser as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 27.2 "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.

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- 27.3 “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.
- 27.4 “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.
- 27.5 “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.
- 27.6 “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;.
- 27.7 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.

28. Please see “Rider A”

28.1 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.

28.2 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

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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.

28.3 Governing Language:

English language version of the contract shall govern its interpretation.

28.4 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.

28.5 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.

28.6 . 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.

28.7 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.

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Annexure-A

Schedule of Requirements

Sr. No.	Description	Specifications	Qty.	Place
1.	Appointment of Agency For Maintenance of Air Condition	Split A/C	104 Nos	Arogya Bhavan Mumbai & Mantralaya

Responsibilities of service provider :-

- 1) Preventive maintenance for air condition machine is required as follows.
 - Number of visits - service provider has visit for each machine once in a month for maintenance purpose.
 - Service provider should do total maintenance work of Air condition machines and keep in working condition.
 - The tender is called for the annual maintenance contract to provide maintenance service for Air condition machines in the office of State Health Society, Mumbai. Location details of Air condition machines is enclosed separately (Annx- B).
 - Service provider has to submit the visit report/Service report in detail.
 - The monthly visit report should be certified by concern officer for Air condition machine.
 - If air condition machine is not in a working condition due to damage of any spare part, the charges will be paid separately for spare parts replaced by the service provider. No additional service charges will be paid for maintenance.

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Annexure-B

Air Condition Servicing Arogya Bhavan 1st Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Procurement cell,NHM	2	NHM		
2	Jt. Director, Procurement Cell	2	DHS		
3	Asst. Director Procurement Cell	1	DHS		
4	Restroom	2	DHS		
5	Dy. Director , Procurement Cell	1	DHS		
6	Upper Ground Store(Mezaning)	1	DHS		
	Total	9			

Air Condition Servicing Arogya Bhavan 2nd Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	IT Cell	2	NHM		
2	MIS Cell	2	NHM		
3	Ex engr. IDW	1	NHM		
4	Dy. Engr. IDW	1	NHM		
5	IDW Cell	1	NHM		
6	Asst. Dir. (Ayush)	1	NHM		
7	Consultant PPP	1	NHM		
8	SPM (NUHM)	1	NHM		
9	H.R.Cell	1	NHM		
10	Supted. Engr. IDW	1	NHM		
11	MMU and EMS	1	NHM		
12	Officer, IPHS Cell	1	NHM		
13	IPHS Cell	1	NHM		
14	Dy. Director	1	NHM		
15	Sr. Consultant (PPP)	1	NHM		
16	Guest Room	3	NHM		
	Total	20			

Air Condition Servicing Arogya Bhavan 3rd Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	State Audit Manager, Audit cell	1	NHM		
2	Audit cell	1	NHM		
3	FMG cell	2	NHM		
4	3rd floor	7	NHM		
5	Jt. Dir. (NT) Room no.304	1	NHM		
6	Jt. Director (Fin.) Room no.303	1	NHM		
7	Jt. Director (Tech.) Room No.301	1	NHM		
8	Hon. Commissioner (FW) & Director (NHM)	5	NHM		
9	Room No.305 KPMG Office	1	NHM		
10	Meeting Hall	2	NHM		
11	Room No.309-310 QCO (Sickle)	1	NHM		
	Total	23			

Signature & Stamp of Tenderer

Air Condition Servicing Arogya Bhavan 4th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	AO	1	DHS		
2	AO	1	DHS		
3	Nursing	1	DHS		
4	Dy. Dir. Nursing	1	DHS		
5	Mission Director, EMS	1	NHM		
6	CAO	1	DHS		
7	CAO	1	DHS		
8	AO	1	DHS		
9	Meeting Hall	2	DHS		
10	Guest House	3	DHS		
	Total	13			

Air Condition Servicing Arogya Bhavan 6th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Meeting Hall	2	DHS		
2	Jt. Director	1	DHS		
3	Jt. Director	1	DHS		
4	Dy. Director	1	DHS		
5	Additional Director	1	DHS		
6	Asst Director (Hospital) DHS--Hospital	1	DHS		
7	AO	2	DHS		
8	Asst. Suprtd	2	DHS		
	Total	11			

Air Condition Servicing Arogya Bhavan 7th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Jt. Director	1	DHS		
2	Asst. Director	1	DHS		
3	Hon. Principal Secretary	1	DHS		
4	Asst. Director	2	DHS		
5	Dy. Director	1	DHS		
6	Mental Health Cell	1	DHS		
7	Meeting Hall	1	DHS		
	Total	8			

Air Condition Servicing Arogyan Bhavan 8th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	MIS Cell	2	DHS		
2	Asst. Supr.	1	DHS		
3	Additional Director	1	DHS		
4	Additional Director	1	DHS		
5	Additional Director	1	DHS		
6	Director cell	1	DHS		
7	Hon. Director Health Services	5	DHS		
8	Meeting Hall	4	DHS		
	Total	16			

Signature & Stamp of Tenderer

Air Condition Servicing Mantralaya

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Hon. Principal Secretary	2	Mantralaya		
2	Clinic (To Return NHM)	2	Mantralaya		
	Total	4			
	Total	104			

Signature & Stamp of Tenderer

Format for submission of service report / maintainance report

Name of service provider :-

Month :-

Air Condition Servicing Arogya Bhavan 1st Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Procurement cell,NHM	2	NHM		
2	Jt. Director, Procurement Cell	2	DHS		
3	Asst. Director Procurement Cell	1	DHS		
4	Restroom	2	DHS		
5	Dy. Director , Procurement Cell	1	DHS		
5	Upper Ground Store(Mezaning)	1	DHS		
	Total	9			

Air Condition Servicing Arogya Bhavan 2nd Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	IT Cell	2	NHM		
2	MIS Cell	2	NHM		
3	Ex engr. IDW	1	NHM		
4	Dy. Engr. IDW	1	NHM		
5	IDW Cell	1	NHM		
6	Asst. Dir. (Ayush)	1	NHM		
7	Consultant PPP	1	NHM		
8	SPM (NUHM)	1	NHM		
9	H.R.Cell	1	NHM		
10	Supted. Engr. IDW	1	NHM		
11	MMU and EMS	1	NHM		
12	Officer, IPHS Cell	1	NHM		
13	IPHS Cell	1	NHM		
14	Dy. Director	1	NHM		
15	Sr. Consultant (PPP)	1	NHM		
16	Guest Room	3	NHM		
	Total	20			

Air Condition Servicing Arogya Bhavan 3rd Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	State Audit Manager, Audit cell	1	NHM		
2	Audit cell	1	NHM		
3	FMG cell	2	NHM		
4	3rd floor	7	NHM		
5	Jt. Dir. (NT) Room no.304	1	NHM		
6	Jt. Director (Fin.) Room no.303	1	NHM		
7	Jt. Director (Tech.) Room No.301	1	NHM		
8	Hon. Commissioner (FW) & Director (NHM)	5	NHM		
9	Room No.305 KPMG Office	1	NHM		
10	Meeting Hall	2	NHM		
11	Room No.309-310 QCO (Sickle)	1	NHM		
	Total	23			

Signature & Stamp of Tenderer

Air Condition Servicing Arogya Bhavan 4th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	AO	1	DHS		
2	AO	1	DHS		
3	Nursing	1	DHS		
4	Dy. Dir. Nursing	1	DHS		
5	Mission Director, EMS	1	NHM		
6	CAO	1	DHS		
7	CAO	1	DHS		
8	AO	1	DHS		
9	Meeting Hall	2	DHS		
10	Guest House	3	DHS		
	Total	13			

Air Condition Servicing Arogya Bhavan 6th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Meeting Hall	2	DHS		
2	Jt. Director	1	DHS		
3	Jt. Director	1	DHS		
4	Dy. Director	1	DHS		
5	Additional Director	1	DHS		
6	Asst Director (Hospital) DHS--Hospital	1	DHS		
7	AO	2	DHS		
8	Asst. Suprtd	2	DHS		
	Total	11			

Air Condition Servicing Arogya Bhavan 7th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Jt. Director	1	DHS		
2	Asst. Director	1	DHS		
3	Hon. Principal Secretary	1	DHS		
4	Asst. Director	2	DHS		
5	Dy. Director	1	DHS		
6	Mental Health Cell	1	DHS		
7	Meeting Hall	1	DHS		
	Total	8			

Air Condition Servicing Arogyan Bhavan 8th Floor

Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	MIS Cell	2	DHS		
2	Asst. Supr.	1	DHS		
3	Additional Director	1	DHS		
4	Additional Director	1	DHS		
5	Additional Director	1	DHS		
6	Director cell	1	DHS		
7	Hon. Director Health Services	5	DHS		
8	Meeting Hall	4	DHS		
	Total	16			

Signature & Stamp of Tenderer

Air Condition Servicing Mantralaya					
Sr.No	Place & Name	Qty.	Office	Date of service	Sign of concern officer
1	Hon. Principal Secretary	2	Mantralaya		
2	Clinic (To Return NHM)	2	Mantralaya		
	Total	4			
	Total	104			

Signature & Stamp of Tenderer

ANNEXURE -1

Tender Form

To

State Health Society,
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 and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

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

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

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

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

Signed: _____

Date: _____

In the capacity of _____

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

Signature & Stamp of Tenderer

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 ordered equipment	Value of order	Date of completion As per contract	Date of delivery Actual	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/C onsignee)
1	2	3	4	5	6	7	8

Note :

In support of above statement, enclose the copies of supply orders and client's satisfactory certificates

Signature & Stamp of Tenderer

ANNEXURE -3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The Average **Annual** Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover in Crores
1		
2		
3		

Date:

Seal

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

Signature & Stamp of Tenderer

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)

Signature & Stamp of Tenderer

ANNEXURE-5

PRICE SCHEDULE -

Sr. No.	Description	Specifications	Place	Total Qty.	Per Unit Charges for Annual Maintenance Contract	Total Amount of AMC charges
						(Unit Rate x 104 Split A/C.)
1	Appointment of Agency For Maintenance of Air Condition M/c	Split A/C	Arogya Bhavan Mumbai/Mant ralya	104 Nos.		

Rate in Words:-

Note:

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

Signature of the tenderer
Name

Designation
Business address

Terms & Condition:-

- The agency is responsible for loading and unloading of material .
- Material belongs to State Health Society, Mumbai is exempted from octrai duty. The agency is responsible for clearance of octrai exemption formalities at octrai naka.
- The agency shall be solely responsible for any act of commission and/ or commission on the part of staff deployed.
- In case of theft or loss of property, the agency shall be liable to compensate for such losses in full.
- The agency shall be responsible for complying with statutory requirements and obligation at their own costs.
- Rates quoted by the agency shall be fixed for the duration of the contract period.
- The agency is required to depute authorized representative to accept the consignments and any other responsibilities.

Signature & Stamp of Tenderer

ANNEXURE-6

FORMAT FOR BANK GUARANTEE FOR E.M.D

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) withdraws its tender during the period of tender validity specified by the Tenderer in his tender; or
 - (b) does not accept the correction of errors in accordance with the Instructions to tenderers; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Agreement if required; or
 - (b) Fails or refuses to furnish the Security deposit, in accordance with the terms and conditions stipulated in the tender document;

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

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

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

Signature & Stamp of Tenderer

ANNEXURE - 7
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

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

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

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

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

This guarantee is valid until theday of.....201.....

Signature and Seal of Guarantors

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

Date.....201....

Address.....

.....

Signature & Stamp of Tenderer

Documents to be submitted

1. Annexure-1 (Tender Form) :
2. Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3. Annexure-3(AVERAGE ANNUAL TURNOVER STATEMENT) :
4. Annexure-4(Bidders Contact Details) :
5. Annexure-5 (Price schedule)
6. Annexure-6 (FORMAT FOR BANK GUARANTEE FOR EMD) :
7. Audited Balance Sheet:
8. Power of attorney, resolution of board etc. authorizing an officer of the tenderer
9. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
10. Attested photocopy of manufacturer's factory licence for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. :
11. VAT/ST/Service Tax Registration certificate whichever applicable.
12. VAT/ST/Service Tax Clearance Certificate up to 31 March 2013 or the latest copy of the VAT return submitted. :
13. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been blacklisted in the past three years by any State, Central Govt. or private institution.
14. Attested copy of valid registration made under Directorate General of Supplies & Disposal (D.G.S.& D) / Small Scale Industries (S.S.I) / National Small Scale Industries Corporation (N.S.I.C) should be submitted if applicable. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared by Maharashtra Government Resolution under which they are entitled for preferences should be submitted along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender.

Signature & Stamp of Tenderer