

# Tender Document for Drivers



**Price Rs. 15000/-**

**Commissioner, Health Service and Mission Director, NHM, Mumbai**  
**Government of Maharashtra**  
*Arogya Bhavan, 3<sup>rd</sup> Floor,*  
*St. George's Hospital Compound,*  
*Near C.S.T. Station, Mumbai-400 001.*  
*Maharashtra State*

**Website:** <https://mahatenders.gov.in>, <http://maha-arogya.gov.in>  
(Linked to website: <http://maharashtra.etenders.in>)  
**Email:** [nhm.procurement@gmail.com](mailto:nhm.procurement@gmail.com)  
**Phone :** 022-22717598, 022-22717596,

**Tender for supply of Drivers for Referral Transport Ambulances**

**Not Transferable**

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

**Commissioner, Health Service & Mission Director, NHM, Mumbai  
(MAHARASHTRA STATE)**

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

Commissioner, Health Service & Director, National Health Mission, Mumbai, Maharashtra, Mumbai invites on line TENDER in two envelope systems from the eligible bidder for supply of Drivers (Driver should be available for performing any emergency duty but one driver can perform total spread up to 11 hrs and at a stretch steering hour as per provision of MTW (Motor Transport Worker) Act. 1963. It is responsibility of service provider to provide 24\*7 availability of driver for every vehicle given for the use.)

<b>Schedule No.</b>	<b>Supply of Drivers for referral transport ambulances under the JSSK Referral Transport in the Below mentioned on outsourcing basis.</b>	<b>No. of ambulance</b>	<b>EMD In Rs</b>
1.	<b>34 District*</b>	<b>818</b>	<b>1,50,000</b>
<b>Total</b>		<b>818</b>	

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

\*Detail 34 district number of Ambulance are given in Annexure 7

**TENDER SCHEDULE**

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

Date of commencement of sale of : 18.01.2017 at 10.00 hrs to  
15.02.2017. up to 14.00 Hrs

Tender document/Download

Date of pre-bid meeting : 31.01.2017 at 15:00 Hrs

Last date for sale of tender document : 15.02.2017 at 14:00 Hrs

Closing of Bid (By Department) : 15.02.2017 at 14:00 Hrs

Date and time for submission of tender : 18.01.2017 at 10.00 hrs to  
15.02.2017. up to 14.00 Hrs

Date and time of opening of Envelope No.1: 16.02.2017 from 14.00 Hrs to  
17:30 Hrs

Address for communication : Office of the

Commissioner, Health Service & Director,  
National Health Mission  
3<sup>rd</sup> Floor, Arogya Bhavan  
St. Georges Hospital Compound,  
Mumbai 400 001  
Phone No: 022-22717500  
022- 2271601598

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non-refundable fee of **Rs.15,000/-** (Rupees Fifteen Thousand only) online issued by Nationalized/Scheduled Bank in favour of " Commissioner, Health Service & Director, National Health Mission, Mumbai, Maharashtra, Mumbai payable at Mumbai as per the duration displayed in Time schedule as per e-tender procedure

Commissioner Health Service & Director, National Health Mission, Mumbai, Maharashtra, Mumbai reserves the right to increase or decrease the no. of drivers to be supplied and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto.

**Commissioner Health Service & Director,  
National Health Mission  
Mumbai**

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## TERMS AND CONDITIONS

### 1. Introduction

- 1.1 Commissioner Health Service & MD National Health Mission, Mumbai, Maharashtra, Mumbai, hereinafter referred to as a "Purchaser "invites online tender in two Envelope system for supply of item specified in Annexure-1, Schedule of Requirements, for the Ambulances/Vehicle use in Govt. health facilities in the State of Maharashtra."
- 1.2 Interested eligible Tenderer may obtain further information of the requirement, required quantities and other terms and conditions applicable for Supply of Drivers from Government of Maharashtra E-tendering website: <https://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in>
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out **online** on Website <https://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in> the tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website <http://phd.maharashtra.etenders.in> and has to be downloaded as well as filled up and submitted **online only**. Tenderer are required to submit the tender cost of Rs. 15000/- (Rupees Fifteen Thousand only) (Non-refundable) by way of online in favour of " State Health Society, Maharashtra and the same should essentially be submitted in the EMD Online on or before last date & time for sale close of Bid. In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document. (Regarding Tender cost, EMD, Security deposit (bank guarantee) and complaint should be in favor of "State Health Society, Maharashtra." Payable at Mumbai through online.)
- 1.5 The numbers mentioned in the Tender are only approximate estimated quantities. The Commissioner, Health Service & Director, National Health Mission, Mumbai reserves the right to increase or decrease the quantities, to be supplied without assigning any reason thereof.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer has to deposit Rs.1,00,000 (Rupees One Lac only ) in the form of online in favour of " State Health Society, Maharashtra, payable at Mumbai in terms of deposit. This issue will submit to Central Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Central Purchase

Committee. However, if the complaint found to be false and malafide, the deposit shall be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

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

- 2.1 Bidder Company should be a Limited / Private Limited Company, registered under the Companies act, 1956 or a society registered under the Societies Registration Act or a Labour/Drivers Co-operative Society registered under the Co-operative Societies Act who qualify the tender conditions and qualification criteria are eligible to participate and submit their offer against this tender invitation.
- 2.2 **Registration :** The Bidder should also be registered with the Income Tax if applicable and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc.,
- 2.3 The per year annual turnover of the bidder shall be Rs. 4.00 Cr. as for the period of three years i.e., 2013-14, 2014-15 & 2015-16 to qualify.
- 2.4 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years 2013-14, 2014-15 & 2015-16 in the format given in **Annexure -2.**
- 2.5 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2013-14, 2014-15 & 2015-16 certified by the Auditor.
- 2.6 The Bidder should have, in hand or completed, experience in supply of driver. Service Provider should have experience of providing 200 drivers per year in the field of transport, ambulance services, hospitals & School vehicle service, passenger services, facility management services in vehicle logistics, dispatch activities for goods / passengers in the Government Departments / Public Sector (Central or State)/ Municipal Corporations/ other reputed private organizations with proper/legal driving licences during the last three each financial year (2013-14, 2014-15 & 2015-16).

**Note:** Tenders are not allowed from the firm which is found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority, Other State Government/Central Government's organizations.

## **3. Cost of bidding**

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

## **4. Clarification of tender document**

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date &

time of closing sale of tender. Email ID– [nhm.procurement@gmail.com](mailto:nhm.procurement@gmail.com). For e-tendering process related Queries can be sent on email – [eproc.support@maharashtra.gov.in](mailto:eproc.support@maharashtra.gov.in)  
Contact No. Tel :0120-4200462, 0120-4001002  
Mobile : 8826246593

## **5. Amendment of tender document**

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

## **6. Submission of tenders:**

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

Commissioner, Health Service & Director,  
National Health Mission  
3<sup>rd</sup> Floor, Arogya Bhavan  
St.Georges Hospital Compound,  
Mumbai 400 001  
Phone NO : 022-22717500  
022- 22717598

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

### **6.1 Late tender offers:**

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

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

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

**(Technical Bid):** Technical offer must be submitted along with following documents.

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.
3. In proof of having fully adhered to the minimum eligibility criteria at 2.1, attested copy of Certificates of Incorporation issued by the respective registrar of Firms/Companies/ Societies/Co-Operative Societies/NGOs shall be acceptable.
4. In proof of having fully adhered to minimum eligibility criteria at 2.2, attested copy of PAN, Labour Registration, EPF Registration, ESIC Registration shall be acceptable.
5. In proof of having fully adhered to minimum eligibility criteria at 2.6, attested copies of experience certificates for completed or ongoing works/Services issued by the Government Departments / PSUs / Municipal Corporations/ other private organisation shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria.
6. Annual turnover statement for last 3 years 2013-14, 2014-15 & 2015-16 in the format given in **Annexure -2** certified by the Chartered Accountant.
7. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2013-14, 2014-15 & 2015-16 certified by the Auditor.
8. Service Tax Registration certificate
9. Service Tax Clearance Certificate up to 31st March 2016 or the latest copy of the Service Tax 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.
11. **Annexure 3-** Information of the Bidder
12. Other relevant documents required as per tender terms & conditions.

## 6.3 Envelope No. 2 (Price bid):

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



- (c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

## **7. Deadline for submission of tenders**

- 7.1 For Submission of tender, tenderer must complete the online bid submission stage as per online schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tender by amending the tender document all right & tenderer previously subject to the deadline will thereafter be subject to the deadline as extended. Extension will not affect the right and obligation of the purchaser and tenderer
- 7.3 Only online submission will be entertained.
- 7.4 Offers not submitted online will not be entertained.

## **8. Opening of tender:**

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

### **8.1 Opening of Envelope No.1 (Technical bid)**

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

### **8.2 Opening of Envelope No.2**

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid) only if contents of envelope No.1 (Technical bid) are found to be in accordance with the tender conditions stipulated in the tender document. The date and time of opening of Envelope No. 2 will be communicated electronically by the Purchaser separately to the eligible tenderer of Envelope No. 1.

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

- 9.1 The tenders shall remain **valid for a period of 180 days** after the date of opening of Envelope No. 1 (Technical bid).
- 9.2 Prior to the expiry of the bid validity, the Purchaser may request the tenderer to extend the bid validity for the period as he may deem fit Purchaser.

## **10. Earnest Money Deposit :**

- 10.1 All activities of these tenders are carried out online. The tender documents are uploaded or released on government of Maharashtra (GOM) tendering website [www.mahtenders.gov.in](http://www.mahtenders.gov.in) and has to be downloaded as well as filled up and submitted online.
- 10.2 The EMD shall be submitted online in favour of Commissioner Health Service & Director, National Health Mission, Mumbai, Maharashtra, payable at Mumbai or bank guarantee from any nationalized or scheduled bank.
- 10.3 The tenders submitted without EMD will be summarily rejected.
- 10.4 Unsuccessful tenderer's EMD will be discharged / returned within a period of 30 days after award of contract to the successful bidder.
- 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 bid validity as specified in the Tender.
  - (b) In case of a successful Tender, if the tenderer fails:
    - (i) To sign the Contract in accordance with terms and conditions or.
    - (ii) To furnish security deposit as per tender clause 14.

## **11. Prices**

- 11.1 The prices quoted and accepted will be binding on the tenderer and valid for a period of Three year from the date of signing the contract and any increase in price will not be entertained during the contract period.
- 11.2 During the continuation of contract, if the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. (The Purchaser is empowered to reduce the rates accordingly).
- 11.3 In case of any enhancement in Excise Duty /Service Tax 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/Service Tax so levied will be allowed to be charged extra as separate item without any

change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty/ST/ Service Tax, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/ST/ Service Tax on the services provided to the Purchaser and can also claim the same in the invoice. (Excise & Service Tax and introduction of New/Separate Tax / Cess will also be considered and reimbursed.)

## **12 Evaluation of tenders:**

After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.

- 12.1 The Purchase committee shall scrutinize the documents mentioned above pertaining to eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- 12.2 The Purchase committee shall also analyse collusive or fraudulent practice of any involved in entire tendering process amongst all the tenders received.
- 12.3 The technical scrutiny shall be on the basis of submitted substantiation documents.
- 12.4 Any tender during the evaluation process fail to comply tender conditions laid down in the tender document, will be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 12.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as “Eligible Tender” for opening Envelop no. 2 in the website and Envelope No. 2 (Commercial bid) of such tenderer shall be opened later, on a given date and time.
- 12.6 Each item will be evaluated separately.

## **13. Post Qualification:**

The Purchaser shall visit & evaluate the Tenderer's financial and technical capabilities based on the documentary evidence/ information submitted by the Tenderer including other information which Purchaser deems fit.

## **14 Security Deposit & Contract Agreement**

- 14.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs.500/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer (**Annexure-6**).
- 14.2 The Security Deposit should be in the form of Bank Guarantee in favour of the “*State Health Society, Maharashtra, Mumbai* payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-6**).
- 14.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 14.4 The security deposit shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

## **15. Award of contract:**

- 15.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily .
- 15.2 The Purchaser reserves the right to increase or decrease the no. of drivers to be supplied and also reserves the right to cancel or revise any entire tender or part of tenders without giving any reasons there of with no cost to the tenderer.

## **16. COMMENCEMENT OF SERVICES**

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

- 16.1 Submission of Performance Bank Guarantee in accordance with **Clause 14**
- 16.2 The Contractor shall commence services in purchaser premises within 30 days from the date of receipt of Notification of Award.

## **17. TOR (Terms of Reference)**

### **17. a) Successful Bidder:-**

- 17.a.1. The Contractor shall provide services at purchaser premises as per Schedule of Requirements by the purchaser during the Contractual period and it will remain part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the purchaser from time to time.
- 17.a.2. The Contractor shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only. The purchaser shall not in any manner be liable for any statutory liabilities (such as ESI & PF etc.) and shall be paid by the Contractor only.
- 17.a.3. The purchaser shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the purchaser, emergencies, exempted.
- 17.a.4. The Contractor shall cover its personnel for personal accident and death while performing the duty and the purchaser shall own no liability and obligation in this regard.
- 17.a.5. The Contractor shall exercise adequate supervision (for the drivers to be present at appointed hospitals daily, replacement of driver in case of absenteeism of appointed driver etc.) reasonably to ensure proper performance of Services in accordance with Schedule of Requirements.
- 17.a.6. The Contractor shall issue appointment letters and identity cards / identification documents to all his employees who will be instructed by the Contractor to display or produce the same as and when required.
- 17.a.7. The personnel of the Contractor shall not be the employees of the purchaser and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract to the purchaser. The Contractor shall make them aware about then position in writing before deployment under this agreement in the appointment letters itself.
- 17.a.8. Monthly documents shall submit regarding detail list of salary paid to drivers.
- 17.a.9. The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, and ESIC etc.

- 17.a.10. All necessary reports and other information shall be supplied regularly or as and when required regular meetings will be held with the purchaser.
- 17.a.11. The Contractor shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services. One driver can perform total spread up to 11 hrs and at a stretch steering duty not exceeding 5 hrs at one time and total steering hrs not exceeding 8 hrs. It is responsibility of service provider to provide 24\*7 availability of driver for every vehicle given for the use.
- 17.a.12. The Contractor will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his labourers and Purchaser shall in no way be responsible for the same. He should not wait for the Purchaser's payment to pay to his labourers. The contractor should not depend upon the purchaser for monthly payment of its employees. The contractor will not stop payment of its employees irrespective of whether or not the contractor has received its payment from Purchaser. The payment also may be made through Bank / cheque and salary slip should be issued to the labourers. EPF should be deducted and the same should be in the name of labourers.
- 17.a.13. In case any workman of the service provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the tenderer and Purchaser shall stand indemnified against any such claim for compensation.
- 17.a.14. Proper substitute arrangement (as and when need arises on a daily basis) is required to be made against absent of Motor driving service. Successful bidder should manage the Substitutes arrangement on their own. It is a part of the contract.
- 17.a.15. The service provider shall follow all laws like MTW Act 1963 (Motor Transport Workers Act), Motor Vehicle Act, the contract labour (R & A) Act 1970 and rules made thereunder as well minimum wages Act strictly and all other Acts and Rules related to Drivers as defined in sec 2 (10) of the M.V. Act 1988 and all other referred under this tender.
- 17.a.16. In case the Drivers provided by the successful tenderer are found at fault in any road accident case, the successful tenderer should visit the spot of accident immediately to take the stock of incident & pay the cost of repairs of the Purchaser vehicle or to the other vehicle/persons involved. In respect of each other vehicles/persons involved, the successful tenderer should settle the case/ matter themselves with

intimation to this office. The cost of damage charges to the Purchaser vehicle if any shall be adjusted from the bill payable to the successful tenderer.

- 17.a.17. In case of accidents, if offence is registered by the police authorities against outsourced drivers, the successful tenderer should deal contest and defend the concerned criminal cases by themselves. The result of such cases should be intimated to the Purchaser along with a copy of the court order immediately.
- 17.a.18. In case the Purchaser has to pay any damages, claims / penalties/ fines etc., on account of accident, non-observance of traffic rules or any other fault of the driver/other staff provided by the successful tenderer, the successful tenderer would indemnify the purchaser for such payments.
- 17.a.19. The purchaser shall not be responsible fully or partly to any labour or other dispute that may arise between successful tenderer and their staff.
- 17.a.20. Contractor should maintain all accurate well define records of drivers and shall also organise Medical verification and verification of original document like driving license etc.
- 17.a.21. Contractor should arrange medical examination of appointed drivers from government Medical Officers.
- 17.a.22. Drivers age shall not be more than 55 years.
- 17.a.23. It is to be noted that biometric attendance of all driver appointed in district and cumulative report shall be submitted by successful bidder on monthly basis. Successful Bidder should communicate with district health society for Biometric system.
- 17.a.24. Drivers payment shall be paid as per Minimum Wages Act prevailing in hospital category along with service charge.
17. a.25. Each driver should give minimum Utilization 3 trips per ambulance per day for free JSSK Referral Transport. In working hours each driver should give service to maximum number of patient as required by health department.
- 17.a.26. Contractor should treated as principal employer for providing uninterrupted services.
- 17.a.27 Successful Bidder Should communicate with district health society for

driver biometric registration in Biometric machine. Driver should be responsible for GPS/GPRS device detachment/disconnected.  
(Or any other alternative system to be provided by District Health Society & State Health Society)

17.a.28 The services of Drivers can be used by Health Department/Govt. as per need but by and large will be used for Referral transport.

17.a.29 Driver shall not be permitted by Service Provider to work/engage/adopt by any-means to any organization or whatever other than the Health Department.

17.a.30 It shall be the responsibility of service provider/Contractor who exercise and discharge the services of with drivers to drive the vehicle used the for Government purposes on 24X7 basis. It shall be responsibility of contractor to provide drivers for uninterrupted operations of vehicle. The health department or its official there for not be treated as principle employer for driver engage in drive Government vehicle used for above purposes and used for health related activity by the Government.

17.a.31 The commissioner Health Service & Mission Director Or Directorate Health Service or Civil Surgeon Or District Health Officer for any designated officers in this behalf shall not be treated as principle employer in case of driver supplied by contractor.

17.a.32 Service Provider will organise training of drivers for road safety and defensive driving with consultation with the DHS & Commissioner Health Service.

**17.b) State:-**

17.b.1. The Purchaser shall provide timely all the required equipment and facilities at the location(s) where the Services are to be provided required to enable Contractor's employees to carry out the Services.

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

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



## 18. CONTRACTOR'S LIABILITY

- 18.1 The Contractor shall completely indemnify and hold harmless the purchaser and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Purchaser.
- 18.2 Service Provider is responsible for any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus).
- 18.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

## 19. INSURANCE:

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

## 20. TERMINATION

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

- 20.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being

remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

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

20.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Purchaser shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Purchaser and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

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

20.2.3 The Contractor goes bankrupt and becomes insolvent.

## **21. INSOLVENCY**

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

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

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

ii) If the contractor commits any breach of this contract not herein

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

## **22. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

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

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

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

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

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

22.4 The estimated Force Majeure Period,

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

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

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

## 23. Confidentiality

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

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

## 24. PAYMENTS

- 24.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Purchaser for the services rendered. Contractor will get Payment as per actual no. of driver supply.

- 24.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

- 24.3 The Contractor shall raise invoice per month and submit the same to Purchaser by 5th of every month. The Purchaser shall make all **endeavours** to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor. Payment for Opex on monthly basis, 70% immediately after receiving the bills and 30% against the verification of bills & records.

- 24.4 The initial cost of the Contract shall be valid for a period of **three years**. No price escalation, other than the rise in the minimum wages in the respective category shall be entertained by the Purchaser.  
(Minimum wages along with other statutory compliances should be paid separately.)

- 24.5 After expiry of the initial period of the Contract of **three years** and if the Contract is renewed by the Purchaser, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages by the Government.

- 24.6 In addition to the Contract payments, the Purchaser shall pay for any additional services required by the Purchaser, which are not specified in the **Price Schedule**, the cost for which will again be mutually decided by

the Purchaser and the Contractor.

24.7 All payments shall be made in Indian Currency by means of an Account Payee Cheques only.

24.8 Purchaser shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Purchaser shall provide a certificate certifying the deduction so made.

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

24.10 Consolidated Bill/vouchers to be submitted once in a month to Referral Transport (RT) Cell, State Health Society, Mumbai.

## **25. Corrupt or Fraudulent Practices**

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

25.2 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

25.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

25.4 “Collusive practice” means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.

25.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

25.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.

25.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a specific period of time, if at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

## **26. LABOUR LAW COMPLIANCES**

26.1 The engagement and employment of labours and payment of wages to them shall be as per exiting provisions of labour laws & regulations, it is the sole responsibility of the Contractor to comply those laws strictly breach of these laws or regulations shall be deemed to be the breach of this contract. Purchaser may ask the contractor to produce documents to verify whether these laws are compiled or strictly followed.

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

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

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

26.4 The contractor shall be solely responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and

aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

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

## **27. OFFICIAL RECORD :**

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

27.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Purchaser office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent ), **copy of driving licences** and all grievances recorded by the staff vis-à-vis action taken etc.

27.3 The Company should maintain:

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

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

## **28. PENALTIES**

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

irrespective of whether or not the contractor has received its payment from Purchaser.

- 28.2 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 28.3 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower. The Purchaser shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Purchaser.

29. Please see “**Rider A**”

**29.1 Resolution of dispute:**

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

**29.2 Arbitration:**

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Commissioner of Health and Family Welfare as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by Commissioner of Health and Family Welfare to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.



The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1, 00,000/-)

- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

### 29.3 **Governing Language:**

English language version of the contract shall govern its interpretation.

### 29.4 **Applicable Laws:**

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

### 29.5 **Indemnification:**

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

### 29.6 **Jurisdiction**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

### 29.7 **Saving clause**

No suits, prosecution or any legal proceedings shall lie against the The Commissioner, Health Service, & Director, NHM, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

## **Annexure-A**

### **Schedule of Requirements**

#### **1. SCOPE OF WORK – FOR SERVICES**

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

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

#### **3. CODE OF CONDUCT:**

As per motor vehicle Act of 1988 & Central Motor Vehicle rules 1989 and Maharashtra Motor Vehicle Rules 1989 all the duties, Responsibilities & Conditions prescribed for the holder of the driving License shall be applicable to the driver/drivers appointed through this contract.

#### **4. Period of Contract**

The period of contract will be 3 year from the date of MOU & it will be extended up to the quarter next one year if the preference of service provider is satisfactory & if the both parties are agreed.

## **Annexure -1**

### **Tender Form**

To,  
Commissioner, Health Service & Director,  
National Health Mission  
3<sup>rd</sup> Floor, Arogya Bhavan  
St.Georges Hospital Compund,  
Mumbai 400 001

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply of drivers under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

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

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

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

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

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

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

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

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

**Signature & stamp of tenderer**

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

## Annexure -2

### Annual Turn Over Statement For Three Years

The **Annual** Turnover of M/s

\_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

<b>Sr. No.</b>	<b>Year</b>	<b>Turnover Rs. In Lakhs</b>
1	2013-14	
2	2014-15	
3	2015-16	

**Date:**

**Seal**

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

## Annexure-3

### CONTACT DETAILS FORM

#### GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY .....
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE .....
3. COMMUNICATION ADDRESS .....
4. PHONE NO. /MOBILE NO. ....
5. FAX .....
6. E-MAIL I.D. ....

#### PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON .....
2. DESIGNATION .....
3. PHONE NO. ....
4. MOBILE NO. ....
5. E-MAIL I.D. ....

#### UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the Office of the Commissioner, Health Service & Director, MD, National Health Mission Arogya Bhavan, Mumbai to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

#### **Signature of the Authorised Signatory**

Date:-

Place:-

**Designation:**

**(Office seal of the Bidder)**

**Annexure-4**  
**PRICE SCHEDULE**  
**TABLE-‘A’**

S.No.	Category	Total Amount for one month Drivers Salary (Rs.)
1	For uninterrupted/efficient/prompt running of 818 Govt. ambulances engaged for the purpose of referral transport or any other purpose as decided by DHS or Commissioner shall be quoted by the bidder. The cost of price shall be exclusive of taxes derivable by state & central Government or any other authority for running of the fleet used by Health department	
2	Service Tax (As applicable)	
	Total	

**Note :**

- (i) Total Consolidated monthly amount should be quoted by the bidder including all taxes.
- (iv) Prices shall be valid for a period of three years.
- (v) The services are to be provided for the entire month, including weekly offs, as per labour laws prevailing in the state.
- (vi) The quoted consolidated monthly amount prices shall be inclusive of all charges including contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Profit Margin of company etc.

Total tender price (in words) \_\_\_\_\_

Note:

Designation,

Signature of the tenderer  
Name,

Business address

**Annexure-5**

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

**Annexure - 6**  
**SECURITY DEPOSIT FORM**

To: (Name of Purchaser)

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

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

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

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

This guarantee is valid until the .....day of.....200.....

Signature and Seal of Guarantors

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

Date.....200....

Address.....

.....



## Annexure - 7

### Detail 34 district number of Ambulance

Sr. No	Name of District	No. of Drivers
1	Thane	18
2	Palghar	22
3	Raigad	15
Total Thane circle		55
4	Nashik	65
5	Dhule	19
6	Nandurbar	17
7	Jalgaon	25
8	Ahamednagar	4
Total Nashik		130
9	Pune	16
10	Solapur	6
11	Satara	3
Total Pune circle		25
12	Kolhapur	4
13	Sangli	2
14	Sindhudurg	6
15	Ratnagiri	8
Total Kolhapur circle		20
16	Aurangabad	60
17	Jalana	16
18	Parbhani	18
19	Hingoli	23
Total Aurangabad circle		117
20	Latur	8
21	Osmanabad	61
22	Beed	18
23	Nanded	64
Total Latur		151
24	Akola	40
25	Amarawati	26
26	Buldhana	30
27	Washim	11
28	Yavatmal	40
Total Akola circle		147
29	Nagpur	31
30	Wardha	11
31	Bhandara	43
32	Gondia	67
33	Chandrapur	10
34	Gadchiroli	11
Total Nagpur circle		173
Total of districts		818

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

Sr. No.	Documents Submitted
1	Limited / Private Limited Company, registration under the Companies act, 1956 or a society registration under the Societies Registration Act or a Labour/Drivers Co-operative Society registered under the Co-operative Societies Act.
2	Registration with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
3	Attested copy of manpower wages roll or EPF Challan in support of available manpower (duly submitted to EPFO)
4	Annexure-2(ANNUAL TURNOVER STATEMENT)
5	Annexure-3 (CONTACT DETAILS FORM)
6	Annexure-5 (FORMAT FOR BANK GUARANTEE FOR EMD)
7	Audited Balance Sheet 2013-14, 2014-15 & 2015-16
8	power of attorney, resolution of board etc. authorizing an officer of the tenderer
9	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser
10	Attested photocopy of manufacturer's factory licence for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license
11	Service Tax Registration certificate
12	Service Tax Clearance Certificate up to 31 March 2013 or the latest copy of the Service Tax return submitted
13	<u>ADDITIONAL INFORMATION RELATED TO TENDER</u>
14	Annexure-1 (Tender Form) duly signed & stamped
15	Affidavit on non-judicial stamp paper of Rs. 500/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.

**Following documents to be submitted on or before the sale close of tender on to be submitted through e-tendering (On line [www.mahatenders.gov.in](http://www.mahatenders.gov.in))**

Address for communication :

Office of the  
Commissioner, Health Service & MD NHM,  
3<sup>rd</sup> Floor, Arogya Bhavan  
St.Georges Hospital Compund,  
Mumbai 400 001

## RIDER A

### • RESOLUTION OF DISPUTE

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

### • ARBITRATION

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

- **GOVERNING LANGUAGE**

English language version of the contract shall govern its interpretation.

- **APPLICABLE LAWS**

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

- **INDEMNIFICATION**

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.