



STATE HEALTH SOCIETY, Mumbai
National Health Mission

Tel.No. 022-22717500, 022-22717598

e-mail - nhm.procurement@gmail.com

**NHM Procurement Cell, 3rd Floor, Arogya Bhavan, St.Georges Hospital Compund,
MUMBAI - 400 001.
TENDER NOTICE**

Date: - 28/05/2018

Commissioner Health Service & Director, National Health Mission, Mumbai, Maharashtra, Mumbai invites online tenders in two envelope systems from the eligible bidders for supply of vehicles for RBSK.

Sr. No.	Tender No.	Name of Item	Type	Period of sale & preparation of bid	Pre bid meeting	Date of Bid Submission	Date of Bid Closing	Bid Opening
1	E-24/NHM/ Vehicles with Drivers for RBSK /18-19	For Supply of Vehicles for RBSK	Sale period	28.05.2018 at 10.00 hrs. to 21.06.2018 14:00 hrs	05.06. 2018 at 15:00 hrs.	28.05. 2018 at 10.00 hrs. to 21.06. 2018 14:00 hrs	21.06. 2018 at 14:00 hrs.	22.06.2018 at 14:00 to 17.30 p.m

2. For detailed information, the interested Service Provider may visit the **website <https://mahatenders.gov.in>, arogyamaharashtra.gov.in, nrhm.maharashtra.gov.in**
3. The Commissioner Health Service & Director, National Health Mission, Mumbai reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel all the tenders without giving any reason to.

For e-tendering help/ information, please contact.

Website: - <https://mahatenders.gov.in>

Contact No. 1800-233-7315, 0120-4200462, 0120-4001002, 8826246593

Email – eproc.support@maharashtra.gov.in, support-eproc@nic.in

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



Price Rs. 10,000/-

Commissioner, Health Service and Mission Director, NHM, Mumbai

Government of Maharashtra

Arogya Bhavan, 3rd Floor,

St. George's Hospital Compound,

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

Maharashtra State

Website: <https://mahatenders.gov.in>, <http://maha-arogya.gov.in>

(Linked to website: <http://maharashtra.etenders.in>)

Email: nhm.procurement@gmail.com

Phone : 022-22717500, 022-22717598,

Tender for supply of Vehicles with Drivers for RBSK

Not Transferable

Tender reference No: E-24/NHM/ Vehicles with Drivers for RBSK /18-19

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

E Tender No. E 24/NHM/Vehicles with Drivers for RBSK /18-19

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 Vehicles with Drivers for RBSK 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.)

Schedule No.	Supply of Vehicles with Drivers for RBSK in the below mentioned on outsourcing basis.	No. of Vehicles with Drivers	EMD In Rs
1.	1195 RBSK Unit	1195	1,00,000
Total		1195	

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

*Detail 34 district number of location 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 : 28.05.2018 at 10.00 hrs to
21.06.2018. up to 14.00 Hrs

Tender document/Download

Date of pre-bid meeting : 05.06.2018 at 15:00 Hrs

Last date for sale of tender document: 21.06.2018 at 14:00 Hrs

Closing of Bid (By Department) : 21.06..2018 at 14:00 Hrs

Date and time for submission of tender: 28.05.2018 at 10.00 hrs to
21.06.2018. up to 14.00 Hrs

Date and time of opening of Envelope No.1: 22.06.2018 from 14.00 Hrs to
17:30 Hrs

Address for communication : Office of the
Commissioner, Health Service & Director,
National Health Mission
3rd 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.10,000/-** (Rupees Ten Thousand only) mahatender online website by Nationalized Bank in favour of " state health society, Maharashtra, 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.

**The 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 Vehicles with Drivers for RBSK programme, 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 Vehicles with Drivers for RBSK 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 and has to be downloaded as well as filled up and submitted online only. Tenderer are required to submit the tender cost of Rs. 10,000/- (Rupees Ten 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 maha tender website.)
- 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.50,000 (Rupees Fifty Thousand only) in the form of online in favour of " State Health Society, Maharashtra 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.

- 1.7 a) National Health Mission reserves the right to allot supply of vehicles with driver services to more than one bidder.
- b) During the operational of services if the bidder fails to deliver or provide supply of vehicles with driver services properly then State Health Society has the rights to appoint any other agencies on condition to be stipulated by State Health Society.
- c) With mutual understanding service provider should give three month prior notice for stoppage of the supply of vehicles with drivers services if desires so.

1.8 Brief Schedule of Requirements:

Item No.	Description of Work	Tendered Quantity	Delivery period	EMD	Tender Cost	date & time of Opening
1.	For supply of Vehicles with Drivers for RBSK programme, in Govt. health facilities in the State of Maharashtra per Specifications given in Bid Document.	1195 Supply of Vehicles with Drivers	As per delivery schedule	Rs. 1,00,000	Rs. 10,000/-	22.06.2018 At 14:00 Hrs

2. Eligibility criteria for this Tender :

- 2.1 Bidder Company should be a Limited / Private Limited Company, registered under the Companies act, 1956/ The Bombay Shops and Establishments Act or 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. 50.00 Lakh. as for each of the last three financial years i.e., 2014-15, 2015-16 & 2016-17 to qualify.
- 2.4 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years 2014-15, 2015-16 & 2016-17 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. 2014-15, 2015-16 & 2016-17 certified by the Auditor.

- 2.6 The Bidder should have, in hand or completed, experience in supply of vehicle with driver. Service Provider should have experience of providing 10 (Ten) vehicle with driver 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 (2014-15, 2015-16 & 2016-17).
- 2.7 Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Hiring of Vehicle.

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

3. Cost of bidding

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

4. Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. Email ID– nhm.procurement@gmail.com. For e-tendering process related Queries can be sent on email – eproc.support@maharashtra.gov.in

Contact No. 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
3rd Floor, Arogya Bhavan
St.Georges Hospital Compund,
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 **(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 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 2014-15, 2015-16 & 2016-17 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. 2014-15, 2015-16 & 2016-17 certified by the Auditor.
8. GST Tax Registration certificate
9. GST Tax Clearance Certificate up to 31st March 2016 or the latest copy of the GST 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 (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 number or unit size given in Annexure-4 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 (Technical bid)

(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 Price Bid**

This envelope shall be opened as per e-tendering procedure online after opening of Technical bid only if contents of Technical bid are found to be in accordance with the tender conditions stipulated in the tender document. The date and time of opening of Price Bid will be communicated electronically by the Purchaser separately to the eligible tenderer of Technical Bid.

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 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 and has to be downloaded as well as filled up and submitted online.
- 10.2 The EMD shall be submitted online in favour of State Health Society Maharashtra, payable at Mumbai
- 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 GST tax due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional GST 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 GST Tax, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional GST Tax on the services provided to the Purchaser and can also claim the same in the invoice. (GST Tax will also be considered and reimbursed.)

12 Evaluation of tenders:

After opening of 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 Price Bid in the website Price 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 "*District Health Society, (District Name) Maharashtra* from any Nationalized 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.
- 14.5 Respective RBSK unit in-charge on district level will do agreement procedure with successful Service Provider in his own district with him. (If RBSK unit under RH/SDH, unit in-charge is respective Medical superintendent; if RBSK unit under District Hospital, unit in-charge is respective Civil Surgeon).

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 vehicles 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 their position in writing before deployment under this agreement in the appointment letters itself.
- 17.a.8. Monthly documents shall submit regarding detail list of drivers and vehicle.
- 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. Driver should hold driving license issued before 2 years and shall also hold valid public service authorisation at least for 1 year.
- 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 and he should speak & understand Marathi language.
- 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. Said vehicles should be registered with the local Regional transport Authority

as a valid contract basis tourist vehicles licence and should have valid road permit and PUC mandatory.

17.a.26. Contractor should be treated as principal employer for providing uninterrupted services.

17.a.27 The vehicle life span shall not be older than 5 years.

17.a.28 If allotted vehicle is under maintenance, service provider should provide other vehicle with driver immediately.

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 vehicle with drivers for uninterrupted operations of RBSK programme.

17.a.31 The commissioner Health Service & Mission Director Or Directorate Health Service or Civil Surgeon Or District Health Officer or MS 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.a.33 Driver who is engaged must not be less than 20 years of age and must not be more than 60 years in age and Driver should be medically fit and should have valid license for vehicle driving and should not have any pending case in court against him, certification to this effect must be provided by the bidder.

17.a.34 Regular maintenance, servicing and up keep shall be done. Vehicle and seat cover (as far as possible of white color) should be cleaned properly.

17.a.35 Uniform is in the scope of bidder. It will be bidder's responsibility to ensure that the driver on duty is in proper uniform.

17.a.36 Bidder will maintain appropriate logbook for breakdown hours and Kms running and get it duly signed.

17.a.37 Successful bidder should ensure that vehicle will be used for RBSK programme.

- 17.a.38 Vehicle type will be monocoque body like sumo, bolero, tavera, Jeep, ECO, etc.
- 17.a.39 NHM Logo will be display on vehicle by bidder as per format given by state health society, Mumbai.
- 17.a.40 Vehicle will be under Medical officer RBSK programme.
- 17.a.41 Vehicle will be run average 1500 km per month as per district geographical background. If km is more than 1500 then per km charges will be Rs.10/- as per proper vehicle log book.
- 17.a.42 Bidder should be responsible for all type of vehicle repair & maintenance & other vehicle related cost
- 17.a.43 Vehicle will be run all over district in all type of places.
- 17.a.44 Vehicle base location will be district or taluka/district head office as per Respective RBSK unit in-charge.

17.b) State:-

- 17.b.1. The Purchaser shall provide timely all the required 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 with driver and machinery materials etc., brought to the site by vehicle with driver and for all the works during the execution and also for attendant. The registered agency shall arrange for workmen's Compensation Insurance as required by Law and undertake to indemnify and keep indemnified the Purchaser from against all manner of claims and demands and losses and damages and cost (including between Attorney and Purchaser) and charges and expenses that may be in regard to the same or that the Purchaser may suffer or incur with respect to and / or incidental to the same. The registered agency shall have to furnish the Purchaser the originals/attested copies of the policies of the Insurance taken before entering an agreement with all premium receipts and other papers related thereto which the Purchaser may require.

20. TERMINATION

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

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

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

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

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

20.2.3 The Contractor goes bankrupt and becomes insolvent.

21. INSOLVENCY

21.1 The competent authority of the Office of the Commissioner, 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 (Respective RBSK unit in-charge on

district level) for the services rendered. Contractor will get Payment as per actual number of supply of vehicle with driver from respective RBSK unit in-charge on district level (If RBSK unit under RH/SDH, unit in-charge is respective Medical superintendent; if RBSK unit under District Hospital, unit in-charge is respective Civil Surgeon).

- 24.2 The prices in the Price Schedule shall be exclusive of any GST Tax, 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 Respective RBSK unit in-charge on district level 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 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 Respective RBSK unit in-charge on district level 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 respective RBSK unit in-charge on district level and taluka level.

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

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

28.3 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower. The Purchaser shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Purchaser.

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

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

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 vehicle with driver for RBSK programme. The driver should maintain the movement entry in the prescribed registers and log book at the institutes. The driver should 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; respective RBSK unit in-charge on district level and taluka (If RBSK unit under RH/SDH, unit in-charge is respective Medical superintendent; if RBSK unit under District Hospital, unit in-charge is respective Civil Surgeon)

Annexure - 1

Tender Form

To,
**Commissioner, Health Service & Director,
National Health Mission
3rd Floor, Arogya Bhavan
St. Georges Hospital Compound,
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 to be submitted online.

Annexure -2

Annual Turn over Statement for Three Years

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

Sr. No.	Year	Turnover Rs. In Lakhs
1	2014-15	
2	2015-16	
3	2016-17	

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)

(Envelope No. 2)

Annexure-4

PRICE SCHEDULE

As a part of financial proposal, the Bidder is required to propose rates that he would charge the Commissioner, Health Service & Director, National Health Mission, Mumbai Maharashtra for providing the services listed as per following Table-

For uninterrupted/efficient/prompt running of 1195 vehicle with driver engaged for the purpose of RBSK programme shall be quoted by the bidder. Vehicle will run average 1500 km per month per district. (Price includes vehicle POL and maintenance cost, driver salary, insurance and as per tender condition, etc).

Bidder can quote financial bid one or more districts. (Lowest 1) L1 will be calculated each district wise total 3 years amount excluding GST taxes.

Table

Sr. No.	District Name	No. of RBSK Units	2018-19 in Rs.	2019-20 in Rs.	2020-21 in Rs.	Total district wise 3 years project cost in Rs.
1	Thane	32				
2	Palghar	28				
3	Raigad	29				
4	Nashik	75				
5	Dhule	31				
6	Nandurbar	26				
7	Jalgaon	45				
8	Ahmednagar	63				
9	Pune	75				
10	Solapur	52				
11	Satara	36				
12	Kolhapur	42				
13	Sangli	25				
14	Sindhudurg	32				
15	Ratnagiri	12				
16	Aurangabad	42				
17	Jalana	34				

18	Parbhani	21				
19	Hingoli	17				
20	Latur	30				
21	Osmanabad	20				
22	Beed	39				
23	Nanded	45				
24	Akola	19				
25	Amarawati	34				
26	Buldhana	33				
27	Washim	17				
28	Yavatmal	46				
29	Nagpur	38				
30	Wardha	17				
31	Bhandara	16				
32	Gondia	19				
33	Chandrapur	26				
34	Gadchiroli	24				
35	Mumbai BMC	55				
	GST Tax					
	Total Project Cost					

Note:

- (i) Total Consolidated yearly amount should be quoted by the bidder.
- (ii) Prices shall be valid for a period of three years.
- (iii) The services are to be provided for the entire month, including weekly offs, as per labour laws prevailing in the state.
- (iv) 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 (Respective RBSK unit in-charge on district level))

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 theday of.....200.....

Signature and Seal of Guarantors

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

Date.....200....

Address.....

.....

Annexure - 7

Detail 34 district number of RBSK Unit

Sr. No	Name of District	Number of RBSK UNIT
1	Thane	32
2	Palghar	28
3	Raigad	29
Total Thane circle		89
4	Nashik	75
5	Dhule	31
6	Nandurbar	26
7	Jalgaon	45
8	Ahamednagar	63
Total Nashik		240
9	Pune	75
10	Solapur	52
11	Satara	36
Total Pune circle		163
12	Kolhapur	42
13	Sangli	25
14	Sindhudurg	32
15	Ratnagiri	12
Total Kolhapur circle		111
16	Aurangabad	42
17	Jalana	34
18	Parbhani	21
19	Hingoli	17
Total Aurangabad circle		114
20	Latur	30
21	Osmanabad	20
22	Beed	39
23	Nanded	45
Total Latur		134
24	Akola	19
25	Amarawati	34
26	Buldhana	33
27	Washim	17
28	Yavatmal	46
Total Akola circle		149
29	Nagpur	38
30	Wardha	17
31	Bhandara	16
32	Gondia	19
33	Chandrapur	26
34	Gadchiroli	24
Total Nagpur circle		140
Total of districts		1140
Mumbai BMC Teams		55
Total RBSK Teams		1195

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 2014-15 2015-16 & 2016-17
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	GST Tax Registration certificate
12	GST Tax Clearance Certificate up to 31 March 2013 or the latest copy of the GST Tax return submitted
13	ADDITIONAL INFORMATION RELATED TO TENDER
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 only)

Address for communication :

Office of the
Commissioner, Health Service & MD NHM,
3rd 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.

Annexure-4
PRICE SCHEDULE

As a part of financial proposal, the Bidder is required to propose rates that he would charge the Commissioner, Health Service & Director, National Health Mission, Mumbai Maharashtra for providing the services listed as per following Table-

For uninterrupted/efficient/prompt running of 1195 vehicle with driver engaged for the purpose of RBSK programme shall be quoted by the bidder. Vehicle will run average 1500 km per month per district. (Price includes vehicle POL and maintenance cost, driver salary, insurance and as per tender condition, etc).

Bidder can quote financial bid one or more districts. (Lowest 1) L1 will be calculated each district wise total 3 years amount excluding GST taxes.

Table

Sr. No.	District Name	No. of RBSK Units	2018-19 in Rs.	2019-20 in Rs.	2020-21 in Rs.	Total district wise 3 years project cost in Rs.
1	Thane	32				
2	Palghar	28				
3	Raigad	29				
4	Nashik	75				
5	Dhule	31				
6	Nandurbar	26				
7	Jalgaon	45				
8	Ahmednagar	63				
9	Pune	75				
10	Solapur	52				
11	Satara	36				
12	Kolhapur	42				
13	Sangli	25				
14	Sindhudurg	32				
15	Ratnagiri	12				
16	Aurangabad	42				
17	Jalana	34				

18	Parbhani	21				
19	Hingoli	17				
20	Latur	30				
21	Osmanabad	20				
22	Beed	39				
23	Nanded	45				
24	Akola	19				
25	Amarawati	34				
26	Buldhana	33				
27	Washim	17				
28	Yavatmal	46				
29	Nagpur	38				
30	Wardha	17				
31	Bhandara	16				
32	Gondia	19				
33	Chandrapur	26				
34	Gadchiroli	24				
35	Mumbai BMC	55				
	GST Tax					
	Total Project Cost					

Note:

- (i) Total Consolidated yearly amount should be quoted by the bidder.
- (ii) Prices shall be valid for a period of three years.
- (iii) The services are to be provided for the entire month, including weekly offs, as per labour laws prevailing in the state.
- (iv) 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