



EOI No :-NHM-E-7/AIR,RAIL & BUS TICKETING/2015-16  
**Government of Maharashtra**

National Health Mission,  
State Health Society  
(Procurement Dept. NHM)  
Arogya Bhavan 1st Floor,  
St.George's Hospital Compound,  
Near C.S.T.Station,Mumbai-400 001.  
Maharashtra State

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

**Email: [proc.nrhm@gmail.com](mailto:proc.nrhm@gmail.com)**

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

**Appointment of Agency for Air, Rail & Bus Ticketing  
Not Transferable**

EOI reference No: NHM-E-7/AIR,RAIL & BUS TICKETING/2015-16

Last date for submission of Expression of Interests: **28/03/2016** up to 14:00 hours.

Issued to

M/s.....

National Health Mission  
State Health Society, Mumbai  
Maharashtra

**EOI No. NHM-E-7/ AIR,RAIL & BUS TICKETING/2015-16**

State Health Society, Maharashtra invites Expression of Interest from eligible Agencies for the appointment of Agency for Air, Rail & Bus Ticketing for one year as mentioned below:

S. N.	Description	EMD (Rs)	Nature of Work
1.	Appointment of Agency For Air, Rail & Bus Ticketing for one year	5,000/- through online net banking	Air, Rail & Bus Ticket booking for State Health Society, NHM & Other officials of the Societies under NHM in the Maharashtra State & Metro cities of India as per requirements within contract period in financial limit as per grade fixed by State Health Society Office and actual charges for ticketing .

Interested eligible Agencies may obtain further information of other terms and conditions applicable for procurement of above items from website [https:// nrhm.maharashtra.gov.in](https://nrhm.maharashtra.gov.in), <http://arogya.maharashtra.gov.in>, <http://mahatenders.gov.in>

**EOI SCHEDULE**

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

<b>Period of sale &amp; preparation of bid</b>	<b>11.03.2016 10.00 am to 28.03.2016 14.00 hrs.</b>
<b>Pre-bid Meeting</b>	<b>16.03.2016 on 14.30 hrs</b>
<b>Date of bid submission</b>	<b>11.03.2016 10.00 am to 28.03.2016 14.00 hrs</b>
<b>Date of bid closing</b>	<b>28.03.2016 14.00 hrs</b>
<b>Date of bid opening</b>	<b>29.03.2016 at 14.01 hrs to 17.30 hrs</b>

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

A complete set of EOI documents may be purchased by interested eligible agency upon online payment of a non refundable fee of Rs. 1000/- (Rupees One Thousand only ) "State Health Society ,Mumbai by online gateway as per the duration displayed in time schedule as per e-EOI procedure.

EOI cost or Rs.1000/- should be submitted online. The EOI shall be rejected summarily upon failure to follow procedure prescribed in the EOI document. The conditional EOI is liable to be rejected.

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

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

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## TERMS AND CONDITIONS

### 1. Introduction

- 1.1 **State Health Society, Maharashtra** hereinafter referred to as a “Purchaser “ invites Proposals in sealed Envelope from interested and eligible Agencies for “Empanelment of Travel Agencies for providing Air, Rail, Bus ticket” specified in Annexure-A Schedule of Requirements at Arogya Bhavan Mumbai.
- 1.2 Interested eligible Agencies may also obtain further information of other terms and conditions applicable for appointment of Agency for Air, Rail & Bus Ticketing for one year from our website <http://nrhm.maharashtra.gov.in>, <http://arogya.maharashtra.gov.in>, <http://mahatenders.gov.in> in EOI document.
- 1.3 All bid related activities will be governed by the time schedule.
- 1.4 All activities of this EOI are carried out online on website <https://mahatenders.gov.in> The EOI document is uploaded/Released on Government of Maharashtra, GOM E-tendering website <https://mahatenders.gov.in> and has to be downloaded as well as filled up and submitted online gateway only. Agency are required to submit online the EOI cost of Rs.1000/- (Rupees One Thousand only) (non refundable) online payment gateway in A/c of “State Health Society ,Mumbai and the same should essentially be submitted in the separate Envelope along with EMD online through gate way in A/c of “State Health Society ,Mumbai as per EOI schedule. In no case, the EOI cost/fee should be mixed with EMD amount. EOI shall liable to be rejected summarily upon failure to follow procedure prescribed in the EOI document.
- 1.5 The services mentioned in the Expression of Interest are only approximate. **State Health Society, Maharashtra** reserves the right to increase or decrease the Scope of services without assigning any reason thereof.
- 1.6 If any agency/service provider wishes to lodge any complaint against the other interested agency regarding submission of false documents, information etc. The agencies has to submit the complaint before price bid opening along with deposit of Rs.1,00,000 (Rupees One Lac only ) in the form of Demand Draft drawn in favour of **State Health Society, Maharashtra** payable at Mumbai in terms of deposit. This issue will submit to State Health Society, Mumbai along with facts. The amount so deposited shall be refunded if after scrutiny the

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

- 1.7 The Right to reject any EOI without assigning any reason what so ever is reserved with SHS, Mumbai.
- 1.8 Proposal given in EOI should be valid for at least 180 days from the date of opening of quotations. The accepted proposal of the successful agency have to be firmed for a period of 12 months from the date of acceptance of quotations. No change of proposal during these 12 months will be allowed on any grounds what so ever.
- 1.9 The service provider shall submit copy of certificate's attached along with proposal for Air, Rail & Bus Ticketing Agency given in the "Services to be provided".
- 1.10 All Duties, taxes and other levies payable as per government rule.
- 1.11 Proposal should be will be valid for a period of **One year** from the date of signing the contract. during the contract period if any amendment will be made by SHS will be applicable.
- 1.12 The income tax and other taxes if any payable by the Institute / Agency as per rules shall be deducted from bill and remitted to him concerned authorities. The service tax, contract tax if any can be charged separately.
- 1.13 In no case any revision in price is admissible, Clarification may be sought and obtained but no change in substance or price is permissible.
- 1.14 Proposal By the service provider shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.
- 1.15 The proposal should include all duties and sales and other taxes already paid or payable except;
- (i) Any Indian duties, sales and other taxes which will be payable on the goods if this contract is awarded;
  - (iii) The charges of other incidental services.

- 1.16 If at any time during the period of contract, the price of EOI items is reduced or brought down by any Law or Act of the Central or State Government or by the agency himself, the agency 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.
- 1.17 In case of any enhancement in Excise Duty /VAT due to statutory Act of the Govt. after the date of submission of EOI and during the EOI period, the quantum of additional excise duty /VAT so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the EOI. For claiming the additional cost on account of the increase in Excise Duty/VAT, the agency should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/VAT on the services to the Purchaser and can also claim the same in the invoice.

## **2 Eligibility criteria for this EOI:**

This invitation for EOI is open to all govt. registered Agencies for Air, Rail & Bus Ticketing firms for the appointment of Air, Rail & Bus Ticketing Agency mentioned in the EOI document.

- 2.1 Agency has to submit the following documents along with the proposal.
- 2.1.1 Copy of registration.
- 2.1.2 Valid Solvency certificate from a nationalized bank to the extent of Rs.50000/- ( for this specific EOI) and a copy of certificate regarding work done in concern sector, a agency should be engaged with providing services of Air,Rail & Bus Ticketing business for the last 3 years should be enclosed with the proposal.
- 2.1.3 Past experience in Govt. /Private Sector (certificate from clients).
- 2.1.4 Services Tax Registration Certificate along with proposal.
- 2.1.5 Declaration on stamp paper of Rs.100/- that the agency has not been blacklisted / debarred by any Govt. Dept. / Public Organization in any of the past five yrs.
- 2.1.6 Copy of PAN card registration.
- 2.1.7 An attested copy of service tax paid for the last year should be provided.

- 2.2 The agency should be either sole proprietary concern/ partnership firm or company registered with copy of registration to be attached the Registrar of firms/ registrar of Companies whichever applicable.
- 2.3 The agency shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Air,Rail & Bus Ticketing.
- 2.4 Individual page of the EOI submitted should be signed by the legally empowered and designated person of the agencies otherwise proposal shall be treated as invalid and rejected. Each page of the proposal submitted shall be serially numbered. In case any proposal submitted is determined as conditional EOI, that EOI shall be rejected.
- 2.5 The purchaser reserves the right for verifications of any original documents of the EOI submitted.
- 2.6 Agency shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -3. The annual turnover should not be less than Rupees 5 Lakh.**
- 2.7 Joint Venture is not allowed.
- 2.8 Agency shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
- 2.9 Selection of the agency will be done on the basis of technical qualifying criteria only.
- 2.10 Qualification of bidder will be made on the basis of technical evaluation.
- 2.11 The agency have to give presentation in front of committee regarding performance and selection will be on the basis of technical qualification.
- 2.12 No price schedule required for Air,Rail & Bus Ticketing.
- 2.13 The payment for Air,Rail & Bus Ticketing will be made on the basis of norms decided by SHS, Mumbai.(Ticket,Boarding Pass,Approval )

**Note:**

- Agencies are not allowed from firm which the firm found guilty of malpractice, misconduct, or blacklisted/ debarred either by Public Health Department, Govt.

of Maharashtra or by any local authority. Other State Government/Central Government's organizations. Any EOI NOT meeting and adhering to all above mandatory requirements shall not be considered for evaluation and shall become non-responsive without resource.

**3. Cost of EOI-**

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

**4. Clarification of EOI document**

A prospective agency requiring any clarification of the EOI document shall contact the Purchaser **by email or letter prior of closing of sale of EOI E mail** proc.nrhm@gmail.com

**5. Amendment of EOI document**

5.1 At any time prior to the deadline for Sale of EOI, the Purchaser may amend the EOI documents by issuing Addendum /Corrigendum.

5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the EOI documents. and it will be assumed that the information contained in the amendment have been taken into account by the agencies in its EOI.

5.3 Information about those who have purchased the EOI documents will be placed on website .

5.4 To give prospective Agency reasonable time in which agency has to take the amendments into account in preparing their EOI, the Purchaser shall extend, at its discretion, the last date for submission of EOI, in which case, the Purchaser will notify all agency by placing it on the website and will be binding on them.

**6. Submission of EOI:**

6.1 EOI should be submitted in online on or before last date and time of submission.

6.2 EOI should be submitted online in one envelope i.e. Technical EOI.

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



#### **6.4 Envelope (Technical EOI):**

(Technical EOI): Technical offer must be submitted as per the instructions given in the EOI. The agency must attach the following documents.

1. EOI Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the Agency.
3. Authorization letter nominating a responsible person of the agency to transact the business with the Purchaser.
4. Attested photocopy of registration for running Agency for Air,Rail & Bus Ticketing issued by respective State Government. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.
5. Agency shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Air,Rail & Bus Ticketing.
6. Annual turnover statement for last 3 years 2012-13, 2013-14 & 2014-15 in the format given in **Annexure -3** certified by the Chartered Accountant.
7. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
8. VAT/ST/Services Tax Registration certificate whichever applicable.
9. VAT /ST / Services Tax Clearance Certificate up to **31<sup>st</sup> March 2015** or the latest copy of the VAT return submitted.
10. Affidavit on non-judicial stamp paper of **Rs. 100/-** regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years .

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

**7.1** For Submission of EOI agency must complete the EOI submission stages as per schedule of the EOI document.

**7.2** The Purchaser may, at his discretion, extend the deadline for the submission of EOI by amending the EOI document in which case all rights and obligations of the Purchaser and agency previously subject to the deadline will thereafter be subject to the deadline as extended.

**8. Opening of EOI :**

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

**8.1 Opening of Envelope (Technical EOI)**

Envelope (EOI) of the agency will be opened in the presence of opening authority.

8.2 EOI will be opened in the presence of Agencies present on the due date of opening.

8.3 Agency shall furnish the documents as per Technical Bid Form.

**9. Period of Validity of EOI:**

9.1 The EOI shall remain valid for a period of **180 days** after the date of opening of Technical EOI. A EOI valid for a shorter period shall be rejected.

9.2 Prior to the expiration of the EOI validity the Purchaser may request the agency to extend the EOI validity for the period as required by the Purchaser.

**10. Earnest Money Deposit:**

10.1 All EOI must be accompanied with Earnest Money Deposit (**EMD**) for the amount specified in Annexure-A Schedule of Requirements.

10.2 The EMD shall be submitted by online gateway in favour of "State Health Society ,Mumbai ".

10.3 The Expression of Interests submitted without **EMD** will be summarily rejected.

10.4 Unsuccessful agencies **EMD** will be discharged/returned after the expiration of the period of Expression of Interest validity mentioned in the Expression of Interest document.

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

10.6 The successful Agency **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 agency withdraws its Expression of Interest during the period of Expression of Interest validity as specified in the Expression of Interest.

(b) In case of a successful Expression of Interest, if the agencies fails:

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

(ii) To furnish security deposit as per Expression of Interest clause 15.

**11. Prices -Deleted**

**12 Technical specifications : Deleted**

**13 Evaluation of Expression of Interests:**

13.1 After opening of **Envelope** (Technical Expression of Interest), on the scheduled date, time and venue, the State Helath Society,Mumbai shall examine the contents of the Expression of Interests received along with all prescribed mandatory documents.

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

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

13.4 State Helath Society,Mumbai shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in Expression of Interest document..

13.5 State Helath Society,Mumbai shall also analyze that there is no collusive or fraudulent practice involved in the entire process amongst all the Expression of Interests received.

13.6 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.

13.7 Any proposal of EOI during the evaluation process do not meet the conditions laid down in the proposal document will be declared as not acceptable and such EOI shall not be considered for further evaluation.

**14. Post Qualification:**

14.1 The Purchaser will further evaluate the agencies financial, technical, and information submitted by the agencies as well as other information the Purchaser deems necessary and appropriate.

14.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Expression of Interest Envelope. A negative determination will result in rejection of the Agencies Expression of Interest, in which

event the Purchaser will proceed to the next eligible Agencies to make a similar determination of that Agencies capabilities to perform satisfactorily.

## **15. Security Deposit & Contract Agreement**

- 15.1 The successful agencies shall furnish the security deposit to the Purchaser within seven days (not exceeding 21 days) after the supplier's receipt of notification of award of contract for an amount of Rs.50,000 [Rs.Fifty Thousand only] valid up to 60 days after the date of completion of Contract. Contract Agreement on **Rs. 100/-** non-judicial stamp paper within seven days after the supplier's receipt of notification of award of contract. The cost of Stamp paper should be borne by the agency.
- 15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the "**State Health Society,Maharashtra** ", payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-7**).
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 15.4 The security deposit shall be discharged(forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

## **16. Award of contract:**

- 16.1 The Purchaser will award the contract to the successful agencies whose Expression of Interest has been determined to be substantially responsive evaluated EOI, provided further that the Expression of Interest is determined to be qualified to perform the contract satisfactorily. The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the evaluated responsive agency and will be governed by all the terms and conditions stipulated in the Expression of Interest document.
- 16.2 The Purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the Expression of

Interests or part of Expression of Interests without giving any reasons thereto with no cost to the Purchaser.

**17. Period of Contract :**

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

**18. Foreclosure of Contract :**

SHS shall have the right to foreclose the Contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of thirty days to the Travel Agency of its intention to do so, without any claim of damages by the Travel Agency.

**19. Penalty :**

In case of failure on the part of Travel Agency to deliver ticket(s) within the required time before the departure of flight, resulting cancellation of the trip of the Employee of SHS, the Agency shall be liable to pay penalty of Rs. 1000/- per Sector, which will be deducted from the bills due to the Agency.

**20. Delivery Period & Place of delivery :**

As and when required for officers of the State Health Society .

**21. Liquidated damages:**

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

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

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

period of 3 years.

**22.[A] Subletting of Work :**

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

**23. Force Majeure:**

23.1 For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.2 If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event at the cost of agency.

23.3 Force Majeure will be accepted on adequate proof thereof.

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

**24. Confidentiality**

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

24.2 Any effort by the agency to influence the Purchaser in the Purchaser's Expression of Interest evaluation, Expression of Interest comparison, or contract award decisions

may result in the rejection of the agency Expression of Interest.

**25. Payment :**

- 25.1 Payment will be made as per norms (Annexure-A) decided by State Health Society.
- 25.2 No payment shall be made in advance nor any loan from any bank of financial institution shall be recommended on the basis of the order of award of work.
- 25.3 Payment will be made on receipt of bills accompanied by following documents Bills along with the duty slip/receipt duly signed by the user.
- 25.4 The agency shall submit the bill/invoice in the first week of following month in respect of previous month supported by copies of the log sheet duly signed by the competent authority of National Health Mission Maharashtra , for sanction of the amount of bill and pass in the bill for payment.
- 25.5 All payment shall be made by cheque or through e-payment system only.
- 25.6 State Health Society, Mumbai shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.
- 25.7 The term “ Payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding earned money and security deposit governed by the separate clauses of the contract.
- 25.8 The Purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The service provider shall not agitate the said issue in future.

**26. Corrupt or Fraudulent Practices**

- 26.1 The Purchaser as well as Agency shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 26.2 “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and.
- 26.3 Fraudulent practice” means a misrepresentation or commission of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Agencies (prior to or after

Expression of Interest submission) designed to establish Expression of Interest prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

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

26.6 “The Purchaser will reject a Expression of Interest for award if it determines that the agencies recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.

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

**27. Please see “Rider A”**

**27.1 Resolution of dispute:**

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

**27.2 Arbitration:**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator ,Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Concillation Act, 1996 and the rules made thereunder.



**27.3 Governing Language:**

English language version of the contract shall govern its interpretation.

**27.4 Applicable Laws:**

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

**27.5 Indemnification:**

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

**27.6 . Jurisdiction**

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

**27.7 Suing clause**

No suits, prosecution or any legal proceedings shall lie against the State Health Society, Maharashtra or any person for anything that is done in good faith or intended to be done in pursuance of Expression of Interest.

## Annexure-A

### Schedule of Requirements

S.N.	Description	Nature of Work	EMD
1.	Appointment of Agency For Air, Rail & Bus Ticketing for one year	Air,Rail & Bus Ticket booking for State Health Society, NHM & Other officials of the Societies under NHM in the Maharashtra State & Metro cities of India as per requirements within contract period in financial limit as per grade fixed by State Health Society Office and actual charges for ticketing .	Rs.5,000/- through online net banking

**Note :-**

- Delivery of tickets shall be made within the time schedule as per the instructions of Authorised Officer.
- The agency while delivering the tickets should also inform the basic price of the ticket offered and other charges levied by the airline on the date of booking. The basic price of the ticket or other charges/taxes should not contain any charges of the Travel Agency.
- It shall be the sole responsibility of the travel agency to obtain all necessary clearances from concerned statutory authorities for the service provided by them, wherever required.
- The travel Agency may employ such personnel as they may think fit, and the personnel so employed shall be the employees of the travel Agency for all purposes whatsoever and shall not be deemed to be in the employment of CMERI for any purpose whatsoever.
- The Travel Agency shall be responsible and will ensure compliance with all central and state laws as well as rules, regulations,by-laws and orders of the local authorities and statutory bodies as may be in force from time to time during the tenure of the contract.
- The travel agency shall nominate an experienced staff / official(s) for liaison with SHS on day-to-day basis. The name of the concerned persons and their contact number shall be provided to SHS.
- In addition to discounts mentioned in the rates or service charge, travel agents shall intimate and transfer all additional discounts / benefits to SHS which are given by the Airline Authority.
- The Agency may require to provide tickets on all days of the week.
- The Agency may require at short notice to cancel, rescheduling of tickets.
- All Duties, taxes and other levies payable by the contractor under the contract shall be included in the proposal.
- The Proposal quoted by the bidder shall be fixed for the duration of the contact and shall not be subject to the adjustment on any account.
- No price schedule required for Air,Rail & Bus ticketing agency.Qualifiction of bidder will be made on the basis of technical evaluation of EOI & Presentation.

## ANNEXURE -1

### Expression of Interest Form

To  
Commissiner (F W) & Mission Director of National Health Mission  
State Health Society,  
1<sup>st</sup> Floor, Arogya Bhavan,  
Mumbai 400 001.

Dear Sir

Having examined the proposal , the receipt of which is hereby acknowledged, we, the undersigned, offer to provide the servises under the above-named Contract in full conformity with the said proposal submitted in envelope which is made part of this Expression of Interest.

We undertake, if our proposal is accepted, to provide the servises in accordance with the delivery schedule specified in the proposal.

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

We agree to provide servises by this proposal & Validity Period specified in the Expression of Interest 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 Expression of Interest together with your written acceptance of the contract and your Acceptance of our proposal, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Expression of Interest you may receive.

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

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

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

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

## ANNEXURE-2

**PROFORMA FOR PAST PERFORMANCE STATEMENT**  
**(For a period of last 3 Years) i.e. 2012-13, 2013-14 & 2014-15**  
*Proforma for Performance Statement (for a period of last*  
*THREE years)*

Expression of Interest No. \_\_\_\_\_ Date of opening Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and Date	Description and No. of orders	Value of order	Has the Agency satisfactorily functioning? (Attach a certificate from the Purchaser)
1	2	3	4	5

**Note :**

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

## ANNEXURE -3

### ANNUAL TURN OVER STATEMENT FOR THREE YEARS

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

Sr. No.	Year	Turnover in Crores
1	<b>2012-13</b>	
2	<b>2013-14</b>	
3	<b>2014-15</b>	

Date:

Seal

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

# ANNEXURE-4

## CONTACT DETAILS FORM

1. NAME OF THE COMPANY .....

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

.....

3. COMMUNICATION ADDRESS .....

.....

4. PHONE NO./MOBILE NO. ....

5. FAX .....

6. E-MAIL I.D. ....

## PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON

.....

2. DESIGNATION .....

3. PHONE NO. ....

4. MOBILE NO. ....

5. E-MAIL I.D. ....

## UNDERTAKING

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

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

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

4. I hereby undertake to provide the manpower services as per the directions given in the Expression of Interest document/contract agreement.

**Signature of the Authorised Signatory**

Date :-

Place:-

**Designation :**

**(Office seal of the Bidder)**

## ANNEXURE- 5

### Price Schedule - Deleted

Note:

- 1) Price schedule not required because the selection of the agency is on the basis of qualifying criteria only.

**Terms & Condition:-**

- The agency shall be solely responsible for any act of commission and/ or commission on the part of staff deployed.
- The agency shall be responsible for complying with statutory requirements and obligation at their own costs.
- Rates quoted by the agency shall be fixed for the duration of the contract period.

**ANNEXURE - 6**  
**SECURITY DEPOSIT FORM**

To: (Name of Purchaser)

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

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

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

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

This guarantee is valid until the .....day of.....201.....

Signature and Seal of Guarantors

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

Date.....201....

Address.....

.....



## **Documents to be submitted**

1. Annexure-1 (Expression of Interest Form ) :
2. Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates.
3. Annexure-3(AVERAGE ANNUAL TURNOVER STATEMENT) :
4. Annexure-4(Agencies Contact Details ) :
5. Annexure-5 (Price schedule)
6. Annexure-6 (SECURITY DEPOSIT FORM) :
7. EMD (Online Paid receipt.)
8. Audited Balance Sheet:
9. Power of attorney, resolution of board etc. authorizing an officer of the agencies
10. Authorization letter nominating a responsible person of the agencies to transact the business with the Purchaser. :
11. The agency should be either sole proprietary concern/ partnership firm or company registered with copy of registration to be attached the Registrar of firms/ registrar of Companies whichever applicable
12. VAT/ST/SERVICES TAX Registration certificate whichever applicable
13. VAT/ST/ SERVICE TAX Clearance Certificate up to 31 March 2015 or the latest copy of the VAT return submitted.
14. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been blacklisted in the past three years by any State, Central Govt. or private institution.
15. Representative for all districts of Maharashtra should be present. List of said representative indicating Name, Address, Contact No. should be submitted with the bid document.

## RIDER A

### 27. RESOLUTION OF DISPUTE

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

### 28. ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator Government of Maharashtra if dispute arise. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made there under.

### 29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

### 30. APPLICABLE LAWS

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

### 31. INDEMNIFICATION

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