



Price Rs. 2000/-

Tender No. NHM/M-1/XEROX & BOOK BINDING/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>

Email: proc.nrhm@gmail.com

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

Appointment of Agency for Xerox & Book binding

Not Transferable

Tender reference No: NHM/M-1/XEROX & BOOK BINDING/2015-16

Last date for submission of tenders: **09/10/2015** up to 13:00 hours.

Issued to

M/s.....

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National Health Mission
State Health Society
(MAHARASHTRA STATE)
Tender No. NHM/M-1/ XEROX & BOOK BINDING /2015-16

State Health Society, Maharashtra invites offer in two envelope system from eligible bidders for the appointment of As a Agency for Xerox & Book Binding for one year as mentioned below:

Sr. No.	Description	EMD (Rs)	Nature of Work	Rate
1.	Appointment of Agency for Xerox & Book Binding for one year	50,000/-	1. A4 size Xerox copy 2. A3 size Xerox copy 3. A2 size Xerox copy 4. A4 size colour Xerox Copy 5. A4 size colour print out Per 6. A4 size Spiral Book Binding	Per copy Per copy Per copy Per copy Print Per Book

Interested eligible Tenderers 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)

TENDER SCHEDULE

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

Date of commencement of sale of Tender document	: 18-09-2015
Date of pre-bid meeting	: 23-09-2015 at 15.00 hrs.
Last date for sale of tender document	: 08-10-2015 at 17: 00 hrs
Last date and time for submission of tender	: 09-10-2015 up to 13.00 hrs.
Date and time of opening of Envelope No.1	: 09-10-2015 at 13.01 hrs to 17.00 hrs.
Address for communication	: Office of the National Health Mission , State Health Society, 3 rd Floor, Arogya Bhavan St. Georges Hospital Compound, Mumbai 400 001 Phone NO : 022-22717627/22717633 Telefax : 022-22642955

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A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non refundable fee of Rs. **2000/-** (Rupees Two Thousand only) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of "**State Health Society,Maharashtra**" payable at Mumbai during office hours on all working days on or before date & time of closing of sale of tender document

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

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

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

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TERMS AND CONDITIONS

1. Introduction

- 1.1 State Health Society, Maharashtra hereinafter referred to as a "Purchaser" supply of Services invites offer in TWO sealed Envelope systems for supply of services specified in Annexure-A Schedule of Requirements at Arogya Bhavan Mumbai.
- 1.2 Interested eligible Tenderers may also obtain further information of other terms and conditions applicable for appointment of *Agency for Xerox & Book Binding* for one year from our website [http:// nrhm.maharashtra.gov.in](http://nrhm.maharashtra.gov.in) & in tender document.
- 1.3 All bid related activities will be governed by the time schedule.
- 1.4 Tenderers are required to submit the tender cost of Rs. 2000/- (Rupees Two Thousand only) (Non-refundable) by way of separate demand draft issued by nationalized/scheduled bank drawn in favour "State Health Society, Maharashtra" payable at Mumbai and the same should essentially be submitted on or before the last date & time of closing the sale of tender. In case of tenders which are downloaded from website, the tenderers should specifically super scribe "Down loaded from the website" on the top left corner of the envelope. Tender cost of Rs. 2000/- (Rupees Two Thousand only) in the form of Demand draft must be attached with the tender document. Tender shall be rejected summarily upon non payment of tender document cost in either way as mentioned above.
- 1.5 The quantities mentioned in the Tender are only approximate estimated quantities. State Health Society, Maharashtra reserves the right to increase or decrease the Scope of services without assigning any reason thereof.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit of Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of State Health Society, Maharashtra payable at Mumbai in terms of deposit. This issue will submit to State Health Society along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the State

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

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

2 Eligibility criteria for this Tender :

This invitation for tender is open to all govt. registered As a Agency for Xerox & Book Binding for one year mentioned in the tender document.

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

2.1.1 Copy of registration.

2.1.2 Valid Solvency certificate from a nationalized bank to the extent of Rs.50000/- (for this specific tender) and a copy of certificate regarding work done in concern sector a Agency should be engaged 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 Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a As a Agency for Xerox & Book Binding for one year.

2.4 Individual page of the tender submitted should be signed by the legally empowered and designated person of the tenderer otherwise tender shall be treated as invalid and rejected. Each page of the tender submitted shall be

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serially numbered. In case any tender submitted is determined as conditional tender, that tender shall be rejected.

- 2.5 The purchaser reserves the right for verifications of any original documents of the Tender submitted.
- 2.6 Tenderer shall produce Certificate from Chartered Accountant on Annual turnover of last 3 years 2012-13, 2013-14 & 2014-15 in the format given in Annexure -3. **The annual turnover shouldnot be less than Rupees 25 Lakh.**
- 2.7 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
- 2.8 Tenders are not allowed from firm which the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority. Other State Government/Central Government's organizations. Any Tender NOT meeting and adhering to all above mandatory requirements shall not be considered for evaluation and shall become non-responsive without resource.
- 2.9 State Health Society, Maharashtra will provide suitable space along with electricity supply. The Purchaser will charge fixed utility charges of Rs. 6000/- per month for providing these services. The charges may vary as decided by the purchaser from time to time and same will be deducted from monthly payment.
- 2.10 Joint Venture is not allowed.

3. **Cost of tendering**

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

4. **Clarification of tender document**

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser **by email or letter prior to 10 days of closing of sale of tender** E mail : proc.nrhm@gmail.com

5. **Amendment of tender document**

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

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

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

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

6. Submission of tenders:

6.1 Tender should be submitted in original on or before last date and time of submission.

6.2 Tender should be submitted in two envelopes i.e. Technical Tender in Envelope No. 1 & commercial Tender in Envelop No. 2 Both Tenders i.e. Technical & commercial, Tender should be put in one properly sealed envelop indicating Tender No, Subject & Date of opening of the Tender.

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

6.4 Envelope No. 1 (Technical Tender):

(Technical Tender): Technical offer must be submitted as per the instructions. The tenderer must attach the following documents.

- 1 Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer.
3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
4. Attested photocopy of registration for running As a Agency for Xerox & Book Binding for one year. 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.

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5. Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Xerox & Book Binding 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.
6. 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.
7. VAT/ST Registration certificate.
8. VAT /ST Clearance Certificate up to **31st March 2015** or the latest copy of the VAT return submitted.
9. Affidavit on non-judicial stamp paper of **Rs. 100/-** regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years .

6.5 Envelope No. 2 (Price tender):

- (a) Rates should be quoted in the Price Schedule **Annexure-5** only (c). Tenderers are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

7. Deadline for submission of tenders

- 7.1 For Submission of tender tenderer must complete the tender submission stages as per schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

8. Opening of tender:

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

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8.1 **Opening of Envelope No. 1 (Technical tender)**

Envelope No.1 (Technical tender) of the tenderer will be opened in the presence of tender opening authority.

8.2 **Opening of Envelope No. 2**

This envelope shall be opened after opening of Envelope No.1 (Technical tender) only and if the contents of envelope No.1 (Technical tender) are found to be in accordance with the tender conditions stipulated in the tender document. Opening of Envelope no. 2 as per procurement procedure. The tentative date and time of opening of Envelope No. 2 will be communicated subsequently to the eligible tenderers on the basis of evaluation of documents in Envelope No.1 (Technical tender).

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

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

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

9.1 The tenders shall remain valid for a period of **180 days** after the date of opening of **Envelope No. 1** (Technical tender). A tender valid for a shorter period shall be rejected.

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

10. **Earnest Money Deposit:**

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

10.2 The EMD shall be submitted in the form of bank guarantee from any nationalized or scheduled bank in favour of "**State Health Society, Maharashtra**" payable at Mumbai in the form provided in the tender document (Annexure-6) and valid for 45 days beyond the validity of the tender.

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

10.4 Unsuccessful tenderer's **EMD** will be discharged/returned after the completion of tender process.

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- 10.5 Tenderer shall not be entitled for any interest on **EMD** /Security deposit.
- 10.6 The successful tenderer's **EMD** will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.7 The **EMD** shall be forfeited:
- (a) If a Tenderer withdraws its tender during the period of tender validity as specified in the Tender.
 - (b) In case of a successful Tender, if the tenderer fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per tender clause 15.

11. Prices

- 11.1 Rates given in tender should be valid for at least 180 days from the date of opening of quotations. The accepted rates of the successful bidder have to be firmed for a period of 12 months from the date of acceptance of quotations. No change of rates during these 12 months will be allowed on any grounds what so ever.
- 11.2 The supplier shall quote in original in the Scheduled Rates format attached along with bid document for Xerox and book binding "Services to be provided".
- 11.3 The prices quoted should be in Indian rupees and will be valid for a period of **Two year** from the date of signing the contract. Any increase in price will not be entertained during the contract period.
- 11.4 The Rates quoted By the Tenderer shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account as per the format of price schedule (**Annexure-5**).
- 11.5 The income tax and other taxes if any payable by the Institute / Agency as per rules shall be deducted from bill and remitted to him concerned authorities. The service tax, contract tax if any can be charged separately.
- 11.6 In no case any revision in price is admissible, Clarification may be sought and obtained but no change in substance or price is permissible.
- 11.7 The price of the goods quoted, should include all duties and sales and other taxes already paid or payable except the price of other incidental services.

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12 Technical specifications : Deleted

13 Evaluation of tenders:

- 13.1 After opening of **Envelope No. 1** (Technical tender), on the scheduled date, time and venue, the State Health Society shall examine the contents of the tenders received along with all prescribed mandatory documents.
- 13.2 More than one offer from one agency and also conditional offers other than the specified conditions may not be considered and if offered, such tenders are liable to be treated as invalid.
- 13.3 All the documents required should be true and each signed by competent authority.
- 13.4 State Health Society shall scrutinize the documents mentioned above for their eligibility, validity, applicability, compliance and substantiation including post-qualification criteria stipulated in the tender document.
- 13.5 State Health Society shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.6 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- 13.7 Any tender during the evaluation process that does not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 13.8 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening **Envelope No. 2** (Commercial tender) of such tenderers shall be opened later, on a given date and time.
- 13.9 Each schedule will be considered separately for evaluation.

14. Post Qualification:

- 14.1 The Purchaser will further evaluate the Tenderer's financial, technical, and other information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.
- 14.2 An affirmative post-qualification determination of the Purchaser will be a

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prerequisite for acceptance of Technical Tender (Envelope No.1). A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next eligible Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

15. Security Deposit & Contract Agreement

- 15.1 The successful tenderer shall furnish the security deposit to the Purchaser within seven days (not exceeding 21 days) after the supplier's receipt of notification of award of contract for an amount of Rs.1,00,000 [Rs.One Lakh only] valid up to 60 days after the date of completion of Contract. Contract Agreement on **Rs. 100/-** non-judicial stamp paper within seven days after the supplier's receipt of notification of award of contract. The cost of Stamp paper should be borne by the tenderer.
- 15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the "**State Health Society, Maharashtra**" payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-7**).
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 15.4 The security deposit shall be discharged(forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.
- 15.5 Periodic service of photocopying machine is to be undertaken by the service provider to ensure uninterrupted quality.
- 15.6 The Service Provider will also arrange for the photocopy for the documents which are in odd size and not covered under this agreement, however, the rates for that will be certified by Head of concerning department and bills will be paid accordingly.

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16. Award of contract:

16.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily. The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.

16.2 The Purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to the Purchaser.

17. Period of Contract :

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

18. Penalty :

The tenderer should ensure regular and uninterrupted quality services at all times. In case of failure in services or negligence (as defined below), appropriate punitive action shall be taken by the Institute, which also includes monetary penalty. If the services will be breakdown for the following reasons 2% penalty will be charged per day on monthly payment.

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 :-

- The service provider delivers poor quality of copies/not as per specification / requirement / prints to the user even after receiving written notice by SHS regarding poor copy / print quality.
- If the copy/printing activity stops due to service provider's failure in supplying paper, toner, and other consumables required to run the machines.
- Service provider provides copy/printing services to any individual / organization not authorized by SHS.
- Operators are not available during the timings as per requirement.
- All the machine fails and not even a single machine is rectified within 4 hours

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of breakdown.

- Breach of any clause of tender / agreement even after receiving prior written notice by SHS.
- Any other matter which is an act of negligence or breach of ethics by the service provider.

19. Delivery Period & Place of delivery & documents : Deleted

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

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

21. Subletting of Work :

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

22 Force Majeure:

22.1 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.

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

22.3 Force Majeure will be accepted on adequate proof thereof.

22.4 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.

23. Confidentiality

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

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

24. Payment

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

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

24.2.1. Bills along with the certified indents duly signed by the officer.

24.2.2 Photo copies of register maintained for the same.

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

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- 24.4 All payment shall be made by cheque or through e-payment system only.
- 24.5 State Health Society, Maharashtra shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.
- 24.6 The term “ Payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding earnest money and security deposit governed by the separate clauses of the contract.

25. Corrupt or Fraudulent Practices

- 25.1 The Purchaser as well as Tenderers 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 any thing 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 commission of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 25.4 “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.
- 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

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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.

26.1 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.

26.2 Arbitration:

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

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

26.3 Governing Language:

English language version of the contract shall govern its interpretation.

26.4 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.

26.5 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.

26.6 . 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.

26.7 Suing clause

No suits, prosecution or any legal proceedings shall lie against the State Health

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Society, Maharashtra or any person for anything that is done in good faith or intended to be done in pursuance of tender.

- 27** Insurance The successful bidder (contractor) shall take third party insurance to cover any accident or accidents of nature, for an amount as required for such type of work against damage /loss/ injury to property or person or loss of life during the entire period of the contract. A copy of insurance policy will be handed over by the contractor to the concerned authority of the Institute before commencing work as specified in the work order / letter of intent. In case the contractor fails to take the insurance policy, the Institute would arrange for the same at the cost of the contractor, alternatively, the institute may stop payments of bills to the contractor till insurance is arranged by the contractor or terminates the contract at the risk and cost of the contractor.
- 28** Safety and Security Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.

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Annexure-A

Schedule of Requirements

Sr. No.	Name of Service	EMD	Charges / Rates (Rs.) (including all cost, taxes, except VAT)		
			A-4 Size Paper (Single Side)	A-4 Size Paper (Back to back - (Duplex)	A-3 Size
1.	Installation of own photocopying machine with material and manpower. The paper should be 75 gsm of JK Copier (Red).	Rs.50,000/-			
(i)	Slab – 1 (Copy Volume – up to 3 Lakh copies per month)				
(ii)	Slab – 1 (Copy Volume – 3 Lakh to 4 Lakh copies per month)				
(iii)	Slab – 2 (Copy Volume – 4 Lakh to 5 Lakh copies per month)				

Sr. No.	Name of Service	Particulars	Charges / Rates (Rs.) (including all cost, taxes, except VAT)
2.	Spiral Binding with OHP Sheets (front & back) of 175 microns	Book containing 1 to 50 pages	
		Book containing 51 to 100 pages	
		Book containing 101 to 150 pages	
		Book containing 151 to 200 pages	
		Book containing 201 to 250 pages	
		Book containing 251 to 300 pages	
		Book containing 301 to 400 pages	

Sr. No.	Name of Service	Particulars	Charges / Rates (Rs.) (including all cost, taxes, except VAT)
5.	Lamination	1/6 th size (small letter head)	
		A 4 size	
		Foolscap size	
		A 3 size	
		Visiting / Identity card size	

Signature & Stamp of Tenderer

Note :-

- SHS, Mumbai shall not pay any amount for repairs, damage including third party damages on any reason during the period of contract when the machine is on SHS, Mumbai duty. The responsibility of insurance etc. will be of the contractor.
- The period of contract will be for one year
- Only space for installation and electric supply will be provided by SHS Office.
- All other expences such as paper,labour,cartridges,maintenance etc. will be born by the Contractor.
- The quality of photocopying should be clean,clear,readable and without any flaws.
- In case of breakdown of the machine it is the responsibility of the contractor to complete the work from outside with no extra charges.
- Agency will maintain a register and indent for record of photocopies taken, which will be signed by respective officers who request for photocopies. Payment will be made on monthly basis after verification of this record.
- Photocopier machine should be of recent make and with conter. The number of copies as per conter and record will be tallied before payment is released.
- Paper to be used should be of good quality and minimum 75 GSM.
- In case of any dispute the decision of State Health Society shall be final & Binding to all.
- Service Provider will be responsible for submitting periodic reports giving detailed, break up of complete job.
- State Health Society, Maharashtra may terminate the agreement with one-month notice in case the services are not found satisfactory or otherwise. In such a case, SHS will pay on actual work basis for the duration for which the services were used during the year in question. Similarly the service provider may also terminate the agreement by giving one-month notice. However, on specific request of SHS, the service provider will continue to provide the service for one month but not exceeding two months in total.

Signature & Stamp of Tenderer

LABOUR LAW COMPLIANCES

- The engagement and employment of labours and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/ laws are complied with by the contractor.
- (a) All wages allied benefits such as leave, ESI, PF ,Gratuity , Bones etc, shall be paid by the contractor and Client 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/ cheques only.
 - 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 Client 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.
 - The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
 - The contractor shall be 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.
 - The Contractor shall submit periodical returns as may be specified from time to time.
 - The vendor will be wholly responsible for ensuring compliance of labour laws in the true spirit. It will also ensure speedy redressal of complaints regarding sexual harassment of woman at workplace for the female workforce working at Arogyabhavan Mumbai.

Signature & Stamp of Tenderer

ANNEXURE -1

Tender Form

To
State Health Society, Maharashtra
3rd Floor, Arogya Bhavan,
Mumbai 400 001.

Dear Sir

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

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

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

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

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

Signed: _____

Date: _____

In the capacity of _____

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

Signature & Stamp of Tenderer

ANNEXURE-2

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

Tender No. _____ Date of opening _____ Time _____ Hours _____

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of hired vehicles	Value of order	Has the services 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

Signature & Stamp of Tenderer

ANNEXURE -3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

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

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

Date:

Seal

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

Signature & Stamp of Tenderer

ANNEXURE-4

CONTACT DETAILS FORM

1. NAME OF THE COMPANY

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

.....

3. COMMUNICATION ADDRESS

.....

4. PHONE NO./MOBILE NO.

5. FAX

6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON

.....

2. DESIGNATION

3. PHONE NO.

4. MOBILE NO.

5. E-MAIL I.D.

UNDERTAKING

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

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

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

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

Signature of the Authorised Signatory

Date :-

Place:-

Designation :

(Office seal of the Bidder)

(To be kept in Envelope No. 2)

Signature & Stamp of Tenderer

ANNEXURE-5

PRICE SCHEDULE -

Sr. No.	Name of Service	EMD	Charges / Rates (Rs.) (including all cost, taxes, except VAT)			
1.	Installation of own photocopying machine with material and manpower. The paper should be 75 gsm of JK Copier (Red).	Rs.50000/-	A-4 Size	A-4 Size	A-3 Size	
			Paper (Single Side)	Paper (Back to back - (Duplex)		
(i)	Slab – 1 (Copy Volume – up to 3 Lakh copies per month)					
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		Book containing 151 to 200 pages	
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Sr. No.	Name of Service	Particulars	Charges / Rates (Rs.) (including all cost, taxes, except VAT)
5.	Lamination	1/6 th size (small letter head)	
		A 4 size	
		Foolscap size	
		A 3 size	
		Visiting / Identity card size	

Signature & Stamp of Tenderer

Rate in Words:-

Note:

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

Signature of the tenderer
Name

Designation
Business address

Terms & Condition:-

- The agency 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.

Signature & Stamp of Tenderer

ANNEXURE-6

FORMAT FOR BANK GUARANTEE FOR E.M.D

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

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to contract period , and any demand in respect thereof should reach the Bank not within contract period.

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

Signature & Stamp of Tenderer

ANNEXURE - 7
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

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

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

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

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

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

Signature and Seal of Guarantors

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

Date.....201....

Address.....

.....

Signature & Stamp of Tenderer

Documents to be submitted

1. Annexure-1 (Tender Form) :
2. Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3. Annexure-3(AVERAGE ANNUAL TURNOVER STATEMENT) :
4. Annexure-4(Bidders Contact Details) :
5. Annexure-5 (Price schedule)
6. Annexure-6 (FORMAT FOR BANK GUARANTEE FOR EMD) :
7. ANNEXURE - 7 SECURITY DEPOSIT FORM
8. Audited Balance Sheet:
9. Power of attorney, resolution of board etc. authorizing an officer of the tenderer
10. Authorization letter nominating a responsible person of the tenderer 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.

Signature & Stamp of Tenderer