



Price Rs.2000/-

STATE HEALTH SOCIETY, MAHARASHTRA

Government of Maharashtra

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

Website : www.nrhm.maharashtra.gov.in

Email: proc.nrhm@gmail.com

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

Tender for Appointment of Agency for Supply of Food

Not Transferable

Tender reference No: NHM/M-5/AMC/Appointment of Agency for Supply of
Food/2015-16

Date for submission of tender: 29/10/2015 from 17:00 Hrs

**STATE HEALTH SOCIETY
(MAHARASHTRA STATE)**

Tender No. NHM/M-5/AMC/Appointment of Agency for Supply of Food/2015-16

State Health Society, Maharashtra invites TENDER in two envelope systems from the eligible bidder for **Appointment of Agency for Supply of Food**.

Interested eligible Tenderers may obtain further information of requirement, required quantities and other terms and conditions applicable for **Appointment of Agency for Supply of Food** from the website www.nrhm.maharashtra.gov.in,

TENDER SCHEDULE

All bid related activities (Process) like Bid Preparation, 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 Tender document	: 08/10/2015
Date of pre-bid meeting	: 20/10/2015 at 15:00 Hrs
Last date for sale of tender document	: 28/10/2015 at 17:00 Hrs
Date and time for submission of tender	: 29/10/2015 at 13:00 Hrs
Date and time of opening of Envelope No.1	: 29/10/2015 from 13.01 Hrs to 17:00 Hrs
Address for communication	: Joint Director Finance National Health Mission 3 rd Floor, Arogya Bhavan St. Georges Hospital Compound, Mumbai 400 001 Phone NO : 02222717627/ 02222717633 Telefax : 022-22642955

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non-refundable fee of Rs.2000/- (Rupees Two Thousand only) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of "State Health Society, Maharashtra" payable at Mumbai as per the duration displayed in Time schedule as per tender procedure Tender cost of Rs. 2,000/- in the form of Demand draft will have to be submitted during office hours till last date of sale close of tenders by 14:00 Hrs. 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 no. of quantity 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 **The State Health Society, Maharashtra** hereinafter referred to as a “Purchaser” invites manual tender in two Envelope systems for services specified in **Annexure-A** Schedule of Requirements.
- 1.2 Interested eligible Tenderer may obtain further information of the requirement, required quantities and other terms and conditions applicable for food services.
- 1.3 All tender related activities (Process) like, Tender Preparation, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 Tenderer 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 of "**State Health Society, Maharashtra** " payable **at Mumbai** and the same should essentially be submitted along with EMD 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.
- 1.5 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer has to deposit Rs.1,00,000/- (Rupees One Lac only) in the form of 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 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.

2. Eligibility criteria for this Tender :

- 2.1 Bidder Agency should be a registered under the registered co-operative society or Proprietorship firm or Partnership Firm / Mahila Bachat Gat who will 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 & Registration with State Government / Corporation under Food and Safety Act 2006 and other relevant laws in force.
- 2.3 The annual turnover of the bidder shall be as mentioned below for the period of three years i.e., 2012-13, 2013-14 & 2014-15 to qualify. **The annual turnover shouldn't be less than Rupees 6 Lakh.**
- 2.4 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years 2012-13, 2013-14 & 2014-15 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. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
- 2.6 The Bidder should have, in hand or completed, vast experience in food services in the Government Departments / Public Sector (Central or State)/ Municipal Corporations/ other reputed private organizations during the last three financial years. No joint venture shall be allowed.
Note: Tenders are not allowed from which the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Any Govt. department or by any local authority, Other State Government/Central Government's organizations.
- 2.7 Past experience in Govt. /Private Sector (certificate from clients).
- 2.8 Copy of registration certificate of concern authorities.

2.9 Agency shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as a Agency for Supply of Food

3. Cost of bidding

The tenderer shall bear all costs associated with the preparation and submission of their manual 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– 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 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.

The EMD of **Rs.5000/-** in the tender documents should invariably be submitted before the last date and time for sale close of tender on address mentioned below.

Joint Director Finance
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

6.1 Late tender offers:

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

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted as per the instructions. The tenderer must submit the following documents as per requirement.

(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 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 reputed organizations 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 2012-13, 2013-14 & 2014-15 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. 2012-13, 2013-14 & 2014-15 certified by the Auditor.
8. Services Tax Registration certificate
9. Services Tax Clearance Certificate up to 31st March 2015 or the latest copy of the Services 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.

To be submitted to this office along with tender fees , EMD

on or before sale close of tender

11. **Annexure 3-** Information of the Bidder
12. Other relevant documents required as per tender terms & conditions.

6.3 Envelope No. 2 (Price bid):

- (a) Rates should be quoted in the Price Schedule Annexure-4 only.
- (b) Tenderer is strictly prohibited to change/alter specifications given in Annexure-A Schedule of requirements while quoting.

7. Deadline for submission of tenders

- 7.1 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 Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended..

8. Opening of tender:

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

8.1 Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives through manual procedure.

8.2 Opening of Envelope No.2

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

9. Period of Validity of tenders :

- 9.1 The tenders shall remain **valid for a period of 180 days** after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected.
- 9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid 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 preferably in the form of bank guarantee from any nationalized or scheduled bank in the form provided in the tender document (Annexure-5) in favour of **State Health Society, Maharashtra** payable at Mumbai and valid for 180 days from opening date of 1st bid as mentioned in the tender or the extended date if any.
- 10.3 The tenders submitted without EMD will be summarily rejected.
- 10.5 Unsuccessful tenderer's EMD will be discharged/returned within a period of 45 days after award of contract to the successful bidder.
- 10.6 Tenderer shall not be entitled for any interest on EMD /Security deposit.
- 10.7 The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.8 The EMD shall be forfeited:
 - (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 15.

11. **Prices**

- 11.1 The prices quoted and accepted will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.
- 11.2 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
- 11.3 In case of any enhancement in ST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional excise duty 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 ST, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional ST on the services provided to the Purchaser and can also claim the same in the invoice.

12 **Evaluation of tenders:**

- 12.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the **State Health Society, Maharashtra** shall examine the contents of the tenders received through manual tendering process along with all prescribed mandatory documents.
- 12.2 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and Qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

- 12.3 **State Health Society, Maharashtra** shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 12.4 **The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.**
- 12.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 12.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop no. 2 in the website and Envelope No. 2 (Commercial bid) of such tenderer shall be opened later, on a given date and time.
- 12.7 Each item will be evaluated separately.

13. Post Qualification:

- 13.1 The Purchaser will further evaluate the Tenderer's financial and technical capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.
- 13.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (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 Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

14. Evaluation and Selection Criteria

The criteria's for commercial proposal evaluation are as follows:

- The date and time of opening of Commercial Proposal responses will be intimated to all the successful Applicants after the technical evaluation.
- After opening Commercial Offers of the technically qualified applicants, they will be determined to be substantially responsive before comparing the commercial proposals submitted by the applicants. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.
- The substantially responsive Applicant quoting the lowest price or the L1 price in the Commercial Proposal will be identified as L1 applicant
- The purchaser will also identify other applicants as L2, L3 and so on based on the ascending order of their quote.
- On selection of a L1 applicant, the applicant will be considered for award of contract. In case, the L1 applicant declines to carry out the work, the L2 applicant will be called for negotiation with the purchaser. The L2 applicant will be asked to match the L1 applicant's quote or rates negotiated with L1, and will be considered for award of contract upon agreement. Similarly subsequent applicants will be considered by the purchaser, so on and so forth.

15. Security Deposit & Contract Agreement

- 15.1 The successful tenderer shall furnish the security deposit of Rs.50,000/- (Rs. Fifty Thousand only) for each schedule to the Purchaser within 15 days from the date of communication of Acceptance of Tender, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs.100/- non-judicial stamp paper. 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-6).

- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
- 15.4 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of contract:

- 16.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.
- 16.2 The Purchaser reserves the right to increase or decrease the no. of quantity to be served 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. COMMENCEMENT OF SERVICES

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

- 17.1 Submission of Performance Bank Guarantee in accordance with **Clause 15**
- 17.2 The Contractor shall commence services as per requirement immediately from the date of receipt of award of contract. If the Supplier fails to start the services immediately the Purchaser may consider for termination of the Contract.

18. CONTRACTOR'S OBLIGATIONS

- 18.1 The Contractor shall provide services at Client's premises as per Schedule of Requirements by the purchaser during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 18.2 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 and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 18.3 The Client 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 Client, emergencies, exempted.
- 18.4 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 18.5 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.
- 18.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 18.7 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. The Contractor shall make them known about this position in writing before deployment under this agreement.

18.8 The Contractor shall cover all its personnel under the relevant laws.

18.9 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

18.10 The Contractor shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services.

18.11 The service provider 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 responsible for the same.

18.12 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.

19. CONTRACTOR'S LIABILITY

19.1 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 Client.

19.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

19.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

19.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the Client.

19.3 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 and cost and 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.

20. PURCHASER'S OBLIGATIONS

20.1 The Purchaser shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Purchaser shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

20.2 To enable the Contractor to provide the services, the Client shall ensure that their staffs

are available to provide such assistance.

20.3 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer's relationship with any of the workers of the Contractor.

21. TERMINATION

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

21.1 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

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

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

21.2.2 If the Contractor does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements.

21.2.3 The Contractor goes bankrupt and becomes insolvent.

22. INSOLVENCY

22.1 The competent authority of the Office of the State Health Society, Maharashtra Arogya Bhavan, 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.

23. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

23.1. "Force Majeure" shall mean any event beyond the control of Client or 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:

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

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

23.4 The estimated Force Majeure Period,

23.5 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.

23.6 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.

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

24. 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.

24.1 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.

25. PAYMENTS

25.1 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 Client for the services rendered.

25.2 The prices in the Price Schedule shall be inclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by

the Government from time-to-time.

- 25.3 The Contractor shall raise invoice after completion of every event and submit the same to State Health Society. The Client shall make all endeavours to make payments within 15-20 days from the date of the receipt of the invoice, copies and attendance sheet of the participant to the Contractor.
- 25.4 The initial cost of the Contract shall be valid for a period of One Year. No price escalation shall be entertained by the client.
- 25.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**, the cost for which will again be mutually decided by the Client and the Contractor.
- 25.6 All payments shall be made in Indian Currency.
- 25.7 Client 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. Client shall provide a certificate certifying the deduction so made.
- 25.8 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

26. Corrupt or Fraudulent Practices

- 26.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the execution of such contracts.
- 26.2 “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.
- 26.3 “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.
- 26.4 “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.
- 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 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;.
- 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. LABOUR LAW COMPLIANCES

- 27.1 The engagement and employment of labours and payment of wages to them as per exiting 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.
- 27.2 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 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.
- 27.3 The contactor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contact due to non-compliances of labour or other related laws.
- 27.4 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.
- 27.5 The Contractor shall submit periodical returns as may be specified from time to time.

28. OFFICIAL RECORD :

- 28.1 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 Client's office.
- 28.2 The Contractor shall maintain a personal file in respect of all the staff that is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 28.3 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

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

29. Deleted

30. **Rider A**

30.1 **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.

30.2 **Arbitration:**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), 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 hereunder.

30.3 **Governing Language:**

English language version of the contract shall govern its interpretation.

30.4 **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.

30.5 **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.

30.6 **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.

30.7 **Suing clause**

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

Annexure-A

Schedule of Requirements

Providing food to invitees in the meeting is very important vital and time bounding. To provide a quality and good hygienic food to invitees requires investment and set up in the form of manpower, equipment and finances. Considering the constraints the State Health Society has decided to provide services at time of meetings and workshops in the office of **State Health Society office and Mantralaya** through private contractors/Mahila Bachat Gat.

Food required is as under:-

S. N.	Description	Qty.	Minimum Weight/ volume	Rate per pcs	Total Amount	
1	Tea	i) Tea	1 cup	45 ml.		
	Coffee	ii) Special Tea	1 cup	45 ml.		
		iii) Coffee	1 cup	45 ml.		
		iv) Special Coffee	1 cup	45 ml.		
2	Breakfast	i) High Tea (Cashew Badam, Pista,)	1 bunch of 5 nos each	50 gm.		
		ii)	a) Cookies	2 Pcs	20 gm	
			b) Milano Cookies	2 Pcs	20 gm.	
		iii) Poha	1 plate	200gm		
		iii) Upma	1 plate	200gm		
		iv) Idli	1 plate	2 Nos. (150 gms)		
		v) Veg Sandwich	1 pcs	100gm		
		vi) Grill Veg Sandwich	1 pcs	100 gm		
		vii) Cutlet	1 pcs	100 gm		
		viii) Samosa	1 pcs	100 gm		
		ix) Batata Vada	1 pcs	100 gm		
x) Dhokla	1 plate	50 gm				
3	Meal	Veg Lunch	1 plate			
		1) Dal		50 gm		
		2) Steam Rice		100 gm		
		3) Jeera Rice		100 gm		

		4) Pulav Rice		100 gm		
		5) Masala Rice		100 gm		
		6)Bhaji with gravy		50 gm		
		7)Bhaji without gravy		50 gm		
		8)Chapati		4 Nos. (15 gm each)		
		9) Papad	2 Pcs	2 Nos (3 gm each)		
		10) Pickle		3 gm		
		11) Salad		50 gm		
		12)Koshimbir		25 gm		
		13)Dahi		20 gm		
		14) Gulabjam	1 Pcs	20 gm		
4	Sweet	i) Bangali Mithai	1 pcs	20 gm		
		ii)Motichur Laddu	1 pcs	50 gm		
		iii)Rabadi	1 pcs	25 gm		
		iv)Kaju Katli	1 pcs	2 Pcs		
		v)Barfi	2 Pcs	2 Pcs		
		vi)Amrakhand	1 Plate	25 gm		
5	Water	Mineral Water Bottle	1 Pcs.	500 ML.		
6	Addition al	glass [packing- Mineral water]	1 Pcs.	250ml		
7		Jar [Mineral Water]	1Pcs.	20 Ltr.		
8	Others					

Responsibility of Contractors:-

- i. The contractor should set the automated Kitchen System.
- ii. The contractor must use clean cereals & vegetables. The standard of food items will be verified through committee and responsibility of contractor to send the samples for checking time to time.
- iii. Cleanliness of kitchen will be responsibility of contractor. He will have to take technical guidance of expert.
- iv. To prepare food articles hygienic raw material should be used by contractor.
- v. The contractor shall have provided their own staff at the time of food arrangement and the service. The employees shall also display a photo identity card on their person clipped to the shirt at all times.
- vi. Quarterly medical examination of cooks should be carried out by contractor.

- vii. Personal hygiene of cooks will be responsibility of contractor.
- viii. The payment will be made within 15 days after submission of bills along with attendance sheet of the participants / invitees.
- ix. Contractor will have to make the food available when required.
- x. Distribution of food in the meeting will be under the supervision of our staff / officer / representative of concern department.
- xi. Manner of supply of food – All meals to be supplied in plates and bowls or buffet style as per requirement. All foods to be served hot till the diet reaches the every person and it will be the responsibility of the Operator to device a method to do so.
- xii. Nails of cooks should be clean, Apron, cap should be used while cooking. Not to keep any food & utensils on floor & keep it on platform only. No open food items will be kept, it should be covered properly. No common towel to be used.
- xiii. Material cost & outgoing: The cost of all accommodation, material for making of food articles, labour wages, setting up the said infrastructure, including any interiors, recruitment of staff, maintenance of equipment, and any other expenses including fuels, any taxes, local or otherwise required shall be borne by the Contractor.
- xiv. In case the Operator wants to change the menu for reasons including non-availability or otherwise, then he should take permission from concern official.
- xv. The vendor should procure equipment's / machines of different capacities/ types, including cooking utensils, crockery, cutlery and serving dishes according to the menu. All machines must be cleaned every day after use, at regular interval. Preventive maintenance is a must. All operational and maintenance aspect of the equipment will be the responsibility of the vendor.
- xvi. Quality Monitoring of food - Committee comprising of will check food quality and if some lapses are there, fine will be imposed. If there is no improvement, his performance guarantee to the extent of 10% contract value can be seized.

xvii. The penalty clauses will be as under.

Penalty clauses for food Services		
1	Complaints regarding food quality from participants.	Replacement of Rs.100/- per complaint after verification by committee.
2	Complaints from staff or participants.	Rs.100/- per valid complaint.
3	Not supply of plates / bowls for food or buffet and if food will not be supply within time.	Rs.500/- per occasion.
4	Not using apron, cap while cooking and not removing nails of cooks employed weekly.	Rs.100/- per occasion.
5	System of keeping utensils with food on kitchen platform not followed	Rs.100/- per occasion.
6	Not covering utensils containing food in place.	Rs 100/- per occasion.
7	System of using separate towel not followed.	Rs 100/- per occasion.
8	Supply of food is incomplete as per approved menu, provided late or missing	Penalty will be charged for the same Rs.500/- per occasion.
9	Supply as Per Time Schedule - If the food is not supplied as per time schedule.	Penalty will be charged for the same Rs.500/- per occasion.
10	Deficiency of lapse in hygiene or compromise in quality / Preparation	Rs 500/-per occasion.

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

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

Signed: _____

Date: _____

In the capacity of _____

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

Signature & stamp of tenderer

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

ANNEXURE -2

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

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

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

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 State Health Society, Maharashtra, Arogya Bhavan, and 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 services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :-

Place:-

Designation :

(Office seal of the Bidder)

Annexure-4
PRICE SCHEDULE -

S. N.	Description	Qty.	Minimum Weight/ volume	Rate per pcs	Total Amount	
1	Tea	i) Tea	1 cup	45 ml.		
		ii) Special Tea	1 cup	45 ml.		
	Coffee	iii) Coffee	1 cup	45 ml.		
		iv) Special Coffee	1 cup	45 ml.		
2	Breakfast	i) High Tea (Cashew Badam, Pista,)	1 bunch of 5 nos each	50 gm.		
		ii)	a) Cookies	2 Pcs	20 gm	
			b) Milano Cookies	2 Pcs	20 gm.	
		iii) Poha	1 plate	200gm		
		iii) Upma	1 plate	200gm		
		iv) Idli	1 plate	2 Nos. (150 gms)		
		v) Veg Sandwich	1 pcs	100gm		
		vi) Grill Veg Sandwich	1 pcs	100 gm		
		vii) Cutlet	1 pcs	100 gm		
		viii) Samosa	1 pcs	100 gm		
		ix) Batata Vada	1 pcs	100 gm		
		x) Dhokla	1 plate	50 gm		
3	Meal	Veg Lunch	1 plate			
		1) Dal		50 gm		
		2) Steam Rice		100 gm		
		3) Jeera Rice		100 gm		
		4) Pulav Rice		100 gm		
		5) Masala Rice		100 gm		
		6) Bhaji with gravy		50 gm		
		7) Bhaji without gravy		50 gm		
		8) Chapati		4 Nos. (15 gm each)		
		9) Papad	2 Pcs	2 Nos (3 gm each)		
		10) Pickle		3 gm		
		11) Salad		50 gm		
		12) Koshimbir		25 gm		

		13)Dahi		20 gm		
		14) Gulabjam	1 Pcs	20 gm		
4	Sweet	i) Bangali Mithai	1 pcs	20 gm		
		ii)Motichur Laddu	1 pcs	50 gm		
		iii)Rabadi	1 pcs	25 gm		
		iv)Kaju Katli	1 pcs	2 Pcs		
		v)Barfi	2 Pcs	2 Pcs		
		vi)Amrakhand	1 Plate	25 gm		
5	Water	Mineral Water Bottle	1 Pcs.	500 ML.		
6	Addition al	glass [packing- Mineral water]	1 Pcs.	250ml		
7		Jar [Mineral Water]	1Pcs.	20 Ltr.		
8	Others					

****Note:**

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (ii) The services are to be provided for the entire month, including weekly offs, as per labour laws prevailing in the state.
- (iii) The quoted consolidated prices shall be inclusive of all charges & taxes.

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

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)

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity	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 - 7

SECURITY DEPOSIT FORM

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier)
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 200... 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.....

.....

Mandatory Pro-forma – 1 to be submitted (Envelop no. 1)

Sr. No.	Documents to be Submitted
1	Limited / Private Limited Company, registration under the Companies act, 1956 or Co-operative Society registration or Proprietorship or Partnership firm
2	Registration with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
3	Annexure-2(ANNUAL TURNOVER STATEMENT)
4	Annexure-3
4	Annexure-4--
5	Annexure-5 (FORMAT FOR BANK GUARANTEE FOR EMD)
6	Audited Balance Sheet 2012-13, 2013-14 & 2014-15
7	Past performance certificate/ Client Satisfaction Certificate
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	Service Tax Registration certificate & Service Tax Clearance Certificate
11	<u>ADDITIONAL INFORMATION RELATED TO TENDER</u>

Following documents to be submitted in original to this office on or before the sale close of tender on address mentioned below & all other documents to be submitted through e tendering (On line)

Address for communication

:
Office of the
Joint Director Finance
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

Sr. No.	Documents Submitted
1	Annexure-1 (Tender Form) duly signed & stamped
2	Tender Fee
3	E M D [In the form of bank guarantee]
4	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.