DIRECTOR OF HEALTH SERVICES, MAHARASHTRA

Government of Maharashtra
(Procurement Cell)
Arogya Bhavan 1st Floor,
St. George's Hospital Compound,
Near C.S.T. Station, Mumbai-400 001.
Maharashtra State

Website: http://mahatenders.gov.in, http://arogya.maharashtra.gov.in
Email: procurementcell@gmail.com
Phone: 022-22631831/22651026,
Fax: 022-22625799

Tender for Appointment of Transportation Agency for transportation of Medicine to Health Facilities

Not Transferable

Tender reference No: E-299/DHS/PC/Transportation Agency Agency/2015-16
DIRECTORATE OF HEALTH SERVICES
(MAHARASHTRA STATE)

Tender reference No: E-299/DHS/PC/Transportation Agency/2015-16

Jt. Director of Health Services,(Procurement Cell) Mumbai online e-tenders in two envelope system from transport agency for appointment of Transportation Agency for transportation of Medicine to Health Facilities for one year under this Directorate.

Interested eligible bidder may obtain further information of scope of work, other terms and conditions applicable for appointment of above said agencies from the e-tendering website http://mahatenders.gov.in, http://arogya.maharashtra.gov.in

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<th>Sr.No.</th>
<th>Schedule</th>
<th>Tender Fee</th>
<th>EMD (In Rs.)</th>
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<tr>
<td>1</td>
<td>Thane Circle</td>
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<td>8</td>
<td>Nagpur Circle</td>
<td>Rs.3000/</td>
<td>Rs.50,000/</td>
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Interested eligible Tenderers may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the e-tendering website https://mahatenders.gov.in, http://arogy.amaharashtra.gov.in
TENDER SCHEDULE

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

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<th>14.01.2016- 10.00 am to 11.02.2016 up to 14.00 hrs.</th>
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<td>06.02.2016 at 14.00 hrs</td>
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<td>14.01.2016- 10.00 am to 11.02.2016 up to 14.00 hrs.</td>
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<tr>
<td>Date of bid closing</td>
<td>11.02.2016 – 14.00</td>
</tr>
<tr>
<td>Date of bid opening</td>
<td>11.02.2016 14.01hrs to 17.30 hrs.</td>
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Address for communication
Office of the Joint Director of Health Services
(Procurement Cell) 1st Floor, Arogya Bhavan,
St. Georges Hospital Compound, Mumbai 400 001
Phone NO : 022-22631831 / 22651026 Telefax : 022-22625799

Tender cost should be submitted online. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.
Joint Director of Health Services (Procurement Cell), Mumbai reserves the right to increase or decrease the 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 thereto.

Joint Director of Health Services
(Procurement Cell)  Mumbai
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TERMS AND CONDITIONS

1. Introduction

1.1 The Joint Director of Health Services (Procurement Cell), Mumbai, hereinafter referred to as a “Purchaser “ invites online tender in two Envelope systems for selection of agency specified in Annexure-A Schedule of Requirements, for the use in Govt. health facilities in the Director of Health Services, Maharashtra. Scope of work is attached as annexture B

1.2 Interested eligible Tenderer may obtain further information of scope of work, no of post to be recruit and other terms and conditions applicable for procurement of item from Government of Maharashtra E-tendering website http:// mahatenders.gov.in, http://arogya.maharashtra.gov.in

1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.

1.4 All activities of this tender are carried out online on Website http://mahatenders.gov.in. The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website http://mahatenders.gov.in and has to be downloaded as well as filled up and submitted online only. 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 The scope of work mentioned in the Tender is only approximate estimated work. The Joint Director (Procurement Cell) reserves the right to increase or decrease the scope of work 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 Jt. Director of Health Services (Procurement Cell) Mumbai, Maharashtra payable at Mumbai in terms of deposit. This issue will submit to Central Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Central Purchase Committee. However, if the complaint found to be false and malafide the deposit 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 :

The Minimum Eligibility Criteria for appointment of recruitment agency :-

2.1 Bidder firm should be register under company act-1956 & shop act 1948.
2.2 Bidder should have the setup of District Level.
2.3 Bidder firm should have at least minimum experience in transportation in last three years i.e 2012- 13, 2013-14 & 2014-15.
2.4 Bidder should have experience of 50,000 km transportation during any one of the year 2012- 13, 2013-14 & 2014-15.
2.5 Bidder should have basic infrastructure & experience staff & sufficient vehicals. Detail should be submit in annexture 4 of tender document.
2.7 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years i.e. 2012-13, 2013-14 and 2014-15 in the format given in Annexure -3.
2.8 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2012-13, 2013-14 and 2014-15 certified by the Auditor.

2.9 Tenders are not allowed from Firm which 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.

2.10 Deviations or exceptions if any must be clearly clarified, mentioned and submitted, Tenderer offering substitutions which must ensure substantial equivalence to those designated standards or features provided that it demonstrated to the Purchaser’s satisfaction.

Note: Tenders are not allowed from firm which 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.

2.11

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

4. Clarification of tender document
A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. Email ID – procurementcell@gmail.com For e-tendering process related Queries can be sent on email – eproc.support@mahatenders.gov.in Help : The 24/7 Tol free Telephonic Help Desk no. 1800-3070-2232/ Mobile : + 91-7878107985, + 91-7878107986, +91-7878007972 and 91-7878007973. A prospective tenderer’s requiring any clarification after this last date will not be entertained

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

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

6. Submission of tenders:
Tender should be submitted on or before last date of submission.
Tender should be submitted through website http://phd.maharashtra.etenders.in and Online only in two envelopes i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted before the last date and time for sale close of tender on address mentioned below.

Joint Director of Health Services
(Procurement Cell)
1st Floor, Arogya Bhavan
St. Georges Hospital Compound,
Mumbai 400 001
Phone NO : 022-22631831 / 22651026
Telefax: 022-22625799

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

6.1 Late tender offers:
Late tender fee, EMD, or other papers to be submitted on or before sale close of tender on any count shall be rejected summarily. Delay due to Post or any other reason (for eg: electricity/internet/etc) will not be condoned.

6.2 Envelope No. 1 (Technical Bid):
Technical offer must be submitted online at http://phd.maharashtra.etenders.in as per the instructions on the portal. The tenderer must upload the following documents as per e-tendering process.

**FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED IN SEQUENCE & ORDER.**

(Technical Bid): Technical offer must be submitted.
The tenderer must submit the following documents along with the tender.
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 on Rs.100 non-judicial stamp paper.
4. The firm must submit a copy registration certificate under company act 1956 or shop act 1948
5. Annual turnover statement for last 3 years i.e. 2012-13, 2013-14 and 2014-15 in the format given in Annexure -3 certified by the Chartered Accountant.
7. Service Tax registration certificate
8. Service Tax Clearance Certificate up to 31st March 2015 or the latest copy of the ST 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.
   **To be submitted to this office along on or before sale close of tender**

10. Bidders complete information and evidential documents on ownership must be submitted (as per format in Annexure-4 provided in the tender document)
11. Other relevant documents required as per tender terms & conditions.
12. The Govt. orders issued by industries department & Public Health Department, Govt. of Maharashtra time to time will be applicable to this tender.

6.3 Envelope No. 2 (Price bid):
(a) All Commercial offers must be submitted online at http://phd.maharashtra.etenders.in as per the instructions on the portal.
(b) Rates should be quoted in the Price Schedule Annexure-5 only.
(c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

7. Deadline for submission of tenders

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For Submission of tender tenderer must complete the online bid submission stage as per online schedule of the tender.

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.

Offers not submitted online will not be entertained.

8. **Opening of tender:**

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or 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 if available through e-tendering procedure.

8.2 **Opening of Envelope No.2**

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated electronically by the Purchaser separately to the eligible tenderers of Envelope No. 1.

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

9.1 The tenders shall remain valid for a period of 120 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) online for the amount specified in Annexure-A Schedule of Requirements.

10.2 The EMD shall be submitted online for the amount specified in Annertexture –A schedule of requirement.

10.3 Deleted

10.4 The tenders submitted without EMD will be summarily rejected.

10.5 Unsuccessful tenderer's EMD will be discharged/ returned within a period of 30 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) Tenderer fails to accept the purchase order.

b) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.

c) 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 Rates should be quoted in Indian Rupees only per candidate appeared for exam as per the format of price schedule (**Annexure-5**). Tender for the supply of item quoted in the bid with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, etc. will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

11.3 If at any time during the period of contract, the price of tendered services 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.

11.4 In case of any enhancement in Excise Duty/VAT 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 Excise Duty/VAT, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty/VAT on the goods supplied to the Purchaser and can also claim the same in the invoice.

12 **Deleted**

13 **Evaluation of tenders:**

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

13.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.

13.3 The Purchase committee shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

13.4 The technical scrutiny shall be on the basis of submitted substantiation documents.

13.5 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. However, the tenderer can check their tender evaluation status on the website.

13.6 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.

13.7 Each item will be evaluated separately.

14. **Post Qualification:**

14.1 The Purchaser will further evaluate the Tenderer's financial, technical, and production capabilities based on the documentary evidence and 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 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.

15. **Security Deposit & Contract Agreement**

15.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs. 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 'Jt. Director of Health Services (Procurement Cell) Mumbai' 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, including the warranty obligation, 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 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.

16.3 The successful tenderer who is liable for award of contract should submit demand draft amounting to Rs. 1.5 % of invoice value to meet expenditure of incidental expenditure.

17. **Period of Contract:**

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

18. Deleted:

19. Deleted:

20. **Default Clause / Cancellation on failure to supply:**

If the supplier fails to commence services as scheduled or to deliver the services ordered to him within the period 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 unfinished work 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 supplier 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 supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied services against any orders with the purchaser or his authorized consultants / agents.

21. Deleted

22. Deleted

23. Force Majeure:

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

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

23.3 Force Majeure will be accepted on adequate proof thereof.

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

24. Confidentiality

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. Payment

25.1 Payment shall be made quarterly in Indian Rupees after submission of bills from successful bidder from state level.

25.2 The purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

26. Corrupt or Fraudulent Practices

T. No.E-299/DHS/PC/Transportation Agency /2015-16
26.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

26.2 “corrupt practice” means the offering, giving, receiving or soliciting of 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. Please see “Rider A”

27.1 Resolution of dispute:

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

27.2 Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (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.

27.3 Governing Language:

English language version of the contract shall govern its interpretation.

27.4 Applicable Laws:

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

27.5 Indemnification:

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

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

27.7 **Saving clause**
No suits, prosecution or any legal proceedings shall lie against the Joint Director of Health Services (Procurement Cell), Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.
## Annexure-A

### Schedule of Requirements:

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Schedule</th>
<th>Name of District</th>
<th>Approximate Minimum Kilometres per month from district Headquarter</th>
<th>Turn Over in lakh</th>
<th>EMD</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Thane Circle</td>
<td>Thane</td>
<td>2000 km</td>
<td>Rs.18,00,000/-</td>
<td>Rs.50,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Palghar</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Raigad</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Nashik Circle</td>
<td>Nashik</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dhule</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nandurbar</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jalgaon</td>
<td>2000 km</td>
<td>Rs.30,00,000/-</td>
<td>Rs.50,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ahmednagar</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Pune Circle</td>
<td>Pune</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Solapur</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Satara</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Kolhapur</td>
<td>Kolhapur</td>
<td>2000 km</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Sangali</td>
<td>2000 km</td>
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<td></td>
<td></td>
<td>Sindhudurg</td>
<td>2000 km</td>
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<td></td>
<td></td>
<td>Ratnagiri</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Aurangabad</td>
<td>Aurangabad</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jalna</td>
<td>2000 km</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Parbhani</td>
<td>2000 km</td>
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<tr>
<td></td>
<td></td>
<td>Hingoli</td>
<td>2000 km</td>
<td></td>
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</tr>
<tr>
<td>VI</td>
<td>Latur</td>
<td>Latur</td>
<td>2000 km</td>
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<td></td>
<td></td>
<td>Beed</td>
<td>2000 km</td>
<td></td>
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<td></td>
<td></td>
<td>Osmanabad</td>
<td>2000 km</td>
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<tr>
<td></td>
<td></td>
<td>Nanded</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII</td>
<td>Akola</td>
<td>Akola</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washim</td>
<td>2000 km</td>
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<tr>
<td></td>
<td></td>
<td>Amrawati</td>
<td>2000 km</td>
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<td></td>
<td></td>
<td>Yeotmal</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Buldhana</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII</td>
<td>Nagpur</td>
<td>Nagpur</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wardha</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bhandara</td>
<td>2000 km</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Gondia</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chandrapur</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gadchiroli</td>
<td>2000 km</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure-B

Scope of Work

1) Service provider should be transport medicine, consumable etc from Store of civil Hospital & office of District Health Officer at district level to all health institute under Civil Surgeon & District Health Officer.
2) Service provider also transports medicine, consumable etc from Store of office of Dy. Director of Health Services (situated at regional level.) up to all health institution under Dy. Director of Health Services.
3) Service provider should also provide vehicles anywhere in Maharashtra on call of of Dy. Director of Health Services (circle), Office of District Health Officer & Civil Hospital.
4) Bidder should provide covered six tier truck tempo having 3 tone capacities as per instruction from office of Dy. Director of Health Services (circle), Office of District Health Officer & Civil Hospital.
5) Loading & uploading should be done by service provider agency.
6) Payement of driver, labour charges, expenditure of fuel should be bare by service provider agency.
7) Bidder should have transport goods (medicine, consumable) insurance
8) Service provider agency is totally responsible for any damage, breakage, loss as well as accident during transportation.
9) Service provider should attained call within 12 hours.
10) Service provider should submit delivery challan at office of concerned Health institute.
11) All requirement related to transportation is the responsibility of service provider e.g. any licence, permit, vehical document, RTO rules etc.
12) Vehicles should be good condition as per RTO rules.
ANNEXURE -1

Tender Form

To
The Joint Director of Health Services (Procurement Cell)
Directorate of Health Services
1st 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 and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

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

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

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

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

Signed: ______________________________

Date: ______________________________

In the capacity of ______________________________

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

Signature & stamp of tenderer

Note : This form must be signed & Stamped in original to be submitted to this office along with Tender fee + EMD + 1 affidavits on or before sale close of tender.
Annexure-2

PROFORMA FOR PAST PERFORMANCE STATEMENT
(For a period of last 3 Years) i.e. 2012-13, 2013-14 and 2014-15

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Services</th>
<th>Name and full address of user</th>
<th>Bill no</th>
<th>Transportation in km</th>
<th>Remarks indicating reasons for late delivery if any</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note :-

In support of above statement, enclose the copies bills and client's satisfaction certificates
ANNEXURE -3

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.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Year</th>
<th>Turnover Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2012-13</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2013-14</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2014-15</td>
<td></td>
</tr>
</tbody>
</table>

Date:

Seal

Signature of Auditor/ Chartered Accountant
Name (in capital letters)
Annexure-4

CONTACT DETAILS FORM

1. NAME OF THE COMPANY …………………………………………………………………………..

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
………………………………………………………………………………………………………..

3. COMMUNICATION ADDRESS …………………………………………………………………………..
………………………………………………………………………………………………………..

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

5. FAX ………………………………………………………………………………………………..

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

7. Details of vehicles available with transporter own/ on rent.
8. Transportation capacity per month & per year

PARTICULAR DETAILS OF THE BIDDER’S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON …………………………………………………………………………..

2. DESIGNATION ………………………………………………………………………………………………..

3. PHONE NO. ………………………………………………………………………………………………..

4. MOBILE NO. ………………………………………………………………………………………………..

Details of staff with Driver & cleaner

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 DIRECTORATE OF
HEALTH SERVICES (MAHARASHTRA STATE) Arogya Bhavan, Mumbai to forfeit
the Earnest Money/Security money deposit by me/us in case of breach of conditions of
Contract.

4. I hereby undertake to provide the 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-5

PRICE SCHEDULE -

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Schedule</th>
<th>Approximate Minimum Kilometres per year</th>
<th>Rate per Km</th>
<th>Service tax</th>
<th>Other incidental charges (pl. specify)</th>
<th>Rate per Km all inclusive (4+5+6)</th>
<th>Total Cost per year (7x3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Thane Circle</td>
<td></td>
<td>72000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Nashik Circle</td>
<td></td>
<td>12000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Pune Circle</td>
<td></td>
<td>72000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td>Kolhapur</td>
<td></td>
<td>96000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Aurangabad</td>
<td></td>
<td>96000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI</td>
<td>Latur</td>
<td></td>
<td>96000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII</td>
<td>Akola</td>
<td></td>
<td>120000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII</td>
<td>Nagpur</td>
<td></td>
<td>144000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: - Rate should be quoted for per km of covered six tier truck tempo having 3 tone capacities
In case of discrepancy between unit price and total price, the unit price shall prevail.
L1 will be decided separately for each schedule (i.e. circle wise) for per Km

Signature of the tenderer
Name
Designation
Business address

T. No.E-299/DHS/PC/Transportation Agency /2015-16
ANNEXURE - 6
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

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


Signature and Seal of Guarantors
................................
................................
................................
Date......................200....
Address........................
.............................................................
Mandatory Proforma – 1 to be submitted in Envelop no. 1

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Documents Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A self-attested copy of ICAI certificate</td>
</tr>
<tr>
<td>2</td>
<td>Annexure-2 (PAST PERFORMANCE STATEMENT). The firm must submit a copy of the appointment letters from the organizations whose assignments of writing of books have been conducted. Firm also need to submit the certificate of turnover of respective organization during last 3 year on their letter head of the respective organizations.</td>
</tr>
<tr>
<td>3</td>
<td>Annexure-3 (ANNUAL TURNOVER STATEMENT)</td>
</tr>
<tr>
<td>4</td>
<td>Annexure-4</td>
</tr>
<tr>
<td>5</td>
<td>Audited Balance Sheet 2010-11, 2011-12 &amp; 2012-13</td>
</tr>
<tr>
<td>6</td>
<td>Power of attorney, resolution of board etc. authorizing an officer of the tenderer</td>
</tr>
<tr>
<td>7</td>
<td>Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser</td>
</tr>
<tr>
<td>8</td>
<td>ST Registration certificate</td>
</tr>
<tr>
<td>9</td>
<td>ST Clearance Certificate up to 31 March 2013 or the latest copy of the VAT return submitted</td>
</tr>
<tr>
<td>10</td>
<td>ADDITIONAL INFORMATION RELATED TO TENDER</td>
</tr>
</tbody>
</table>

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 of Health Services (Procurement Cell)
1st Floor, Arogya Bhavan
St. Georges Hospital Compound
Mumbai 400 001
Phone NO : 022-22631831 / 22651026
Telefax : 022-22625799

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Documents Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annexure-1 (Tender Form) duly signed &amp; stamped</td>
</tr>
<tr>
<td>2</td>
<td>Receipt of on line submission of Tender Fee</td>
</tr>
<tr>
<td>3</td>
<td>Receipt of on line submission of E M D</td>
</tr>
<tr>
<td>4</td>
<td>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.</td>
</tr>
</tbody>
</table>
RIDER A

27. RESOLUTION OF DISPUTE

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

28. ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (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 there under.

29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

30. APPLICABLE LAWS

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

31. INDEMNIFICATION

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