



**ODISHA STATE MEDICAL CORPORATION LIMITED**  
**(A GOVT. OF ODISHA UNDERTAKING)**

**BID DOCUMENT**

**FOR**

**PROVIDING MOBILE EYE TESTING VANS WITH DRIVERS**

**Bid Reference No. OSMCL/2018-19/EQP-UEHP(Mobile Van)/10      Date: 28.08.2018**

**Convent Square, Bhubaneswar – 751007, Odisha, Ph. No. (0674) 2380660, 2380950**

**Website: [www.osmcl.nic.in](http://www.osmcl.nic.in), E-Mail: [procurement.osmcl.od@nic.in](mailto:procurement.osmcl.od@nic.in)**

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**NOTICE INVITING BID**

**Odisha State Medical Corporation Limited (OSMCL)  
Convent Square, Unit – III, Bhubaneswar -751 007**

Tel.: [\(0674\) 2380660](tel:06742380660) Website : [www.osmcl.nic.in](http://www.osmcl.nic.in), Email : [procurement.osmcl.od@nic.in](mailto:procurement.osmcl.od@nic.in)

**Bid Reference No. : OSMCL/2018-19/EQP-UEHP(Mobile Van)/10**

**Date: 28.08.2018**

Bids are invited from eligible bidders for providing Mobile Eye Testing Vans with Drivers to 10 Districts i.e. Deogarh, Gajapati, Kalahandi, Kandhamal, Koraput, Malkangiri, Mayurbhanj, Nabarangpur, Nuapada & Rayagada of Odisha as per the particulars given below -

Sl. No.	Particulars	Date and time	
1.	Date of release of bid	28.08.2018	
2.	Date & Time of Pre-Bid Meeting	04.09.2018, 11.30 A.M.	Venue: Tender Hall, OSMCL
3.	Last Date & Time for submission of bids	18.09.2018, 4 P.M.	OSMCL Office
4.	Date & Time of Opening of Technical Bids	18.09.2018, 4.30 P.M.	Venue: Tender Hall, OSMCL
5.	Date & Time of Opening of Price Bids	To be informed to the technically qualified bidders	

The bid document with all information relating to the bidding process including cost of bid document, EMD, Eligibility criteria and terms & conditions are available in the website: [www.osmcl.nic.in](http://www.osmcl.nic.in). The Authority reserves the right to accept/ reject any or all bids without assigning any reason thereof.

Sd/

Managing Director, OSMC Ltd.

**SECTION – I**

**GENERAL INFORMATION ABOUT THE TENDER**

## 1. BACKGROUND

Odisha State Medical Corporation Limited (OSMCL), the Tender Inviting Authority, is a Govt. of Odisha Enterprise for providing services to the various health care institutions under the Department of Health & Family Welfare. One of the key objectives of the OSMCL is to act as the central procurement agency for all essential drugs, equipment and other health commodities for all health care institutions (hereinafter referred to as user institutions) under the department.

Odisha State Medical Corporation Limited (OSMCL) is inviting bids for providing Mobile Eye Testing Vans with Drivers to 10 Districts of Odisha i.e. Deogarh, Gajapati, Kalahandi, Kandhamal, Koraput, Malkangiri, Mayurbhanj, Nabarangpur, Nuapada & Rayagada (**Annexure I**) on behalf of **Universal Eye Health Programme (UEHP), Odisha, Sunetra, Bhubaneswar**. This bid document describes the terms and conditions under which the agency (successful bidder to whom contract is awarded) agrees upon to provide Mobile Eye Testing Vans with Drivers.

**Universal Eye Health Programme (UEHP), Odisha, Sunetra** is started with the objective: all people should enjoy access to the best quality eye care. To achieve the above objective, Universal Eye Health Programme is aimed to involve the following:

- Offering comprehensive eye care services to all the people of Odisha (for eye health promotion, prevention, treatment and rehabilitation)
- Integrating eye health into the wider health system
- Providing access to free eye care for everyone, including the poor, minorities and the disabled.

## 2. DESCRIPTION & DIRECTIVES

The Managing Director, Odisha Medical Services Corporation Limited, Convent Square, Janpath, Bhubaneswar, Odisha (hereinafter referred as Tender Inviting Authority unless the context otherwise requires) invites bids from eligible bidders for providing Mobile Eye Testing Vans with Drivers. The relevant informations of the bid document are as follows –

1. Tender Type : Manual Tender, 2 envelop System
2. Vehicles Required : Mahindra Bolero Plus (AC)
3. Type of engagement : Vehicle with Driver
4. Duty Station : O/o DPM, DBCS (under NPCB) as mentioned in **Annexure I**

5. EMD : **Rs.2,00,000/-** in form of DD in favour of Odisha State Medical Corporation Ltd., payable at Bhubaneswar
6. Bid Processing Fee : **Rs. 5,600/-** (inclusive of GST) in form of DD in favour of Odisha State Medical Corporation Ltd., payable at Bhubaneswar
7. Important Dates & Times : Tender Release: 28.08.2018  
Pre-Bid Meeting: 04.09.2018, 11.30 A.M. in OSMCL Office.  
Last date for Bid Submission: 18.09.2018, 4 P.M.  
Bid Opening: 18.09.2018, 4.30 P.M. in OSMCL Office
8. Validity of Bid : 180 days from the last date of bid submission.
9. Address for communication : Odisha State Medical Corporation Ltd.  
& bid submission Convent Square, Bhubaneswar – 751001  
e-mail: procurement.osmcl.od@nic.in

**Note:**

***The bidders shall be solely responsible for checking OSMCL website for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.***

**SECTION – II**

**SPECIFIC INFORMATION FOR BIDDERS**

## 1. ELIGIBILITY CRITERIA

The interested bidders shall have to comply to the following criteria to participate in the bidding process -

- a. Must be registered under "Carriage by Road Act, 2007" and "Carriage by Road Rules, 2011".  
**(Self-attested copies of Registration Certificates to be furnished with the technical bid)**
- b. Must have either its registered office or operating office in Odisha. **(Self-attested copy of documentary evidence like Certificate of Incorporation/ Registration, GST Registration Certificate, etc. to be furnished with the technical bid)**
- c. Must have all relevant statutory documents such as Certificate of Incorporation/ Registration, PAN Card, GST Registration Certificate, etc.
- d. Must have minimum three years of experience (as on 31st March, 2018) in providing Mobile Vans, out of which, at least one year must be in Odisha. **(Details of past & present clients in Annexure III along with self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished with the technical bid)**
- e. Must have provided Mobile Vans to at least two Government/ Semi-Government/ Public Sector Undertaking Clients during the last 3 financial years i.e. 2015-16 to 2017-18. **(Details of past & present clients in Annexure III along with self-attested copies of the Service Contracts/Agreements/Work Orders/Completion Certificates/ Performance Certificates from the Employers to be furnished with the technical bid)**
- f. Must have provided at least 10 nos. of Mobile Vans either to a single organization or multiple organizations during the last 3 financial years i.e. 2015-16 to 2017-18. **(Details of past & present clients in Annexure III along with self-attested copies of the Service Contracts/Agreements/Work Orders/Completion Certificates/ Performance Certificates from the Employers to be furnished with the technical bid)**
- g. Must have a minimum Annual Turnover of Rs.2 Crores during each of the last 3 Financial Years i.e. 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18. **(Self-attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished with the technical bid. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)**



h. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in Rs.100/- stamp paper in the format prescribed at **Annexure IV**. The bidder should not have been involved in any criminal or civil suit. If so, then details of all such suits should be submitted. The Tender Evaluation Committee of OSMCL reserves the right to consider/ not consider any offer based on gravity/ implication of suits pending against the bidder.

## 2. TENURE OF THE CONTRACT

- a. At the initial stage, the contract shall be awarded for a period of **Three (3) Years** from the date of signing of contract which can be extended for a period of 12 months (Maximum extendable up to 24 months) subject to satisfactory performance at the end of each annual term with mutually accepted terms and conditions and cost.
- b. In the event of the contract being terminated by OSMCL before the completion of the initial period of 3 years for reasons of unsatisfactory performance or breach of contractual conditions, the full Performance Security submitted by the agency shall be liable to be forfeited.

## 3. IMPORTANT NOTES FOR BIDDERS:

- a. **Vehicle Required:** Mahindra Bolero Plus (AC) (full body covered). The vehicles to be engaged should be registered not prior to the calendar year 2016.
- b. Routine servicing/ maintenance of vehicles should be done in non-working days (Govt. holidays)
- c. The bidder has to provide Vehicles with Drivers to all the districts as mentioned in **Annexure I**. Partial participation or partial contract will not be allowed.
- d. The successful bidder/ contract-executing agency (called “agency” herein after) shall provide smart outfit uniforms, badges, winter clothes, raincoats, etc. to all its Drivers to be engaged at the districts.
- e. **The minimum mileage (KM per liter of diesel and lubricant to be reimbursed) and maximum hiring charge p.m. excluding diesel cost to be quoted should be as follows -**

Sl. No.	Particulars	
1.	Minimum K.M. per one liter of diesel	10
2.	Minimum K.M. per one liter of lubricant	1,000
3.	Maximum Monthly Hiring Charge	Rs.20,000/-

- f. EMD will be refunded to the unsuccessful bidders within 15 days of completion of the tender evaluation. EMD will be refunded to the successful bidder after submission of required Performance Security.
- g. In case of unwillingness of L1 bidder to enter into contract or bid withdrawal in any form, the EMD submitted will be liable for forfeiture.

#### 4. BIDDING PROCESS

The bidder shall submit its proposal in two envelopes - "Envelop A" and "Envelop B". Envelop A shall include qualification documents and Envelop B shall contain only the financial offer. Document to be submitted in the respective envelopes are as follows:-

##### A. TECHNICAL BID - ENVELOP A:

The Bidders have to submit the following documents in their technical bids with page references-

Sl. No.	Particulars	Page No.
1.	Bid Processing Fee	
2.	EMD	
3.	Self-attested copy of Certificate of Incorporation/ Registration	
4.	Self-attested copy of GST Registration Certificate	
5.	Self-attested copy of PAN Card	
6.	Self-attested copies of Registration Certificates under "Carriage by Road Act, 2007" and "Carriage by Road Rules, 2011"	
7.	Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers for the last 3 financial years i.e. 2015-16 to 2017-18	
9.	Self-attested copies of Audited Profit & Loss Accounts and Balance Sheets for the last 3 Financial Years i.e. 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18	

<b>10.</b>	General Information about the Bidder in <b>Annexure II</b>	
<b>11.</b>	List of Clients in <b>Annexure III</b>	
<b>12.</b>	Declaration as per <b>Annexure IV</b>	
<b>13.</b>	Self-attested copies of R.C. Books along with Fitness Certificates of owned vehicles	
<b>14.</b>	Bank Details of the bidder as follows – a. Name of the Bank and Branch b. Savings/ Current Account c. Bank Account No. d. IFS Code	

**B. FINANCIAL BID - ENVELOP 'B'**

The Bidders have to submit the Financial Bids in the format prescribed below. This format, duly filled in, shall be put into a separate envelop, sealed properly and clearly marked as “Envelop B: Financial Bid for Providing Mobile Eye Testing Vans with Drivers”.

Sl. No.	Type of Vehicle	K.M. per one liter of diesel	K.M. per one liter of lubricant	Monthly Rent excluding fuel & lubricant per vehicle (Rs.)	GST (%)
1	2	3	4	5	6
1.	Mahindra Bolero Plus (AC)				

**Note: Please mention the % of GST as applicable and on which charges, it is applicable.**

Both Envelop A and Envelop B should be put into a bigger envelope and sealed. The envelope should be superscripted on top with the Bid Reference Number and addressed to MD, OSMCL. The bids should be submitted only through registered post/ speed post/ courier service. It may be noted that there is no system of receipt of bids through drop box or by hand. The Corporation will not be responsible for any postal delay. Bids received after due date and time shall be rejected.

## 5. EVALUATION AND SELECTION

- a) The Financial Bids shall be opened of those bidders who will qualify in the technical evaluation.
- b) Date of Opening of Financial Bids shall be communicated to the technically qualified bidders.
- c) Financial Bids shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –  
Odisha State Medical Corporation Ltd.  
Convent Square, Bhubaneswar – 751007.
- d) **Financial evaluation shall be made as follows -**
  - i) Evaluation of the price quoted shall be made taking an average of monthly 2,000 KM of running per vehicle.
  - ii) GST should be clearly mentioned separately in terms of Percentage in the designated place in the Annexure. However, this is not to be taken into consideration for evaluation purpose.
  - iii) The monthly rate to be paid to the agency for providing the vehicle is inclusive of cost of tyres & tubes, consumables, all major and minor maintenance work with spares and all payments towards driver's salary, his fooding cost, overtime and mobile Phone (for incoming calls). However, the cost of fuel (Diesel) and Lubricant (Mobil) will be reimbursed as per actual consumption.
  - iv) UEHP will pay the actual receipted charges which are in the nature of toll receipts & parking receipts wherever & whenever applicable. UEHP will also pay "GST" as applicable.

## 6. AWARD OF CONTRACT:

OSMCL shall award the Contract to the bidder whose bid will be determined to be substantially responsive and the lowest evaluated bid. In case financial offer of more than one bidder found to be same & lowest, then the bidder having the highest average annual turnover during the last 3 Financial Years i.e. 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18 among them shall be considered for award of contract.

Intimation of offer for contract will be given by e-mail. The concerned bidder shall acknowledge the same and submit the acceptance with agreement document as per **Annexure VI** and performance security within a week of intimation. In case of non-acceptance of agreement, the Corporation may proceed to the next lowest evaluated bidder.

The vehicles of the contract holder may be verified physically for its suitability by a team/ member appointed by MD, OSMCL and decision of the team/ member will be final regarding suitability. If any of the vehicles is found to be unsuitable, the agency shall engage another suitable vehicle in its place.

#### **7. PERFORMANCE SECURITY:**

Performance security equivalent to 10% of annual contract value shall be furnished by the successful bidder in form of a Demand Draft / Bank Guarantee. Format for Bank Guarantee is attached at **Annexure V**. Performance security is to be furnished within a week of issue of Notification of Award/ Letter of Intent and it should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the agency.

**Note: In case of breach of contract by the agency, the performance security is to be forfeited. If the agency duly performs and completes the contract in all respect, the performance security shall be returned without any interest, on completion of all such obligations under the contract.**

**SECTION – III**  
**CONDITIONS OF CONTRACT**

## 1. SCOPE OF WORK

### A. Responsibilities of the Agency

#### a) Service

- i) To provide Mobile Eye Testing Vans with Drivers at the Districts enlisted in **Annexure I**.
- ii) The vehicles shall be under the control & supervision of the District Programme Manager (DPM), DBCS (under NPCB) of the concerned districts.
- iii) A vehicle is expected to move from an initial starting point to multiple locations in the District.
- iv) The vehicles or in some cases replacement vehicles, if provided, shall be completely covered and secured.
- v) The vehicles shall represent **Universal Eye Health Programme (UEHP), Odisha, Sunetra, Bhubaneswar** at all times and that the agency will be liable for the costs of placing UEHP's chosen livery and logos displaying that the agency is providing the mobile vans to UEHP (on all the doors, front panels and the bodies of the vehicles).
- vi) The agency is responsible to provide fuel, oil, tires and other parts, supplies and equipments necessary or required for the safe and efficient operation and maintenance for all his vehicles.
- vii) The operators of the agency's vehicles will be equipped with an operational cellular phone and be contactable at all times.
- viii) The Drivers to be engaged in the vehicles should have suitable valid driving licenses and should be versed about local terrain. A centralized driving test may be conducted (under supervision of UEHP) and only qualified drivers shall be allowed to be engaged.
- ix) Skill and efficiency/performance of the Drivers may be verified prior to or during the contract period and the agency has to give suitable replacement if sought by UEHP.
- x) Bi-annual medical checkup must be ensured for all the Drivers.
- xi) The agency shall pay all expenses of every nature, including the expense of road service and repair in connection with the use and operation of the equipment and shall, at its sole cost and expense, at all times during the term of this Agreement, maintain the equipment in good repair, mechanical condition and appearance.
- xii) Provide roadworthy vehicles in very good condition and well maintained for providing the services

xiii). The agency agrees that he shall be prohibited from utilizing and operating any unsafe vehicle, equipment/machinery and/or articles by the agency and its employees on UEHP's or District's designated premises.

## **b) Reports**

The agency shall submit the following reports for review on a daily/weekly/monthly basis -

- i) **Daily Attendance Log** – The agency shall develop a mechanism to collect and submit a collective attendance report of all the locations he is serving within 2 hours of start of operations every day to the Nodal Officer, UEHP through e-mail. The format of the attendance log would be created and agreed upon mutually. A monthly summary of the attendance log needs to be submitted along with the bills, duly signed by the concerned **District Programme Manager (DPM), DBCS (under NPCB)**.
- ii) **Trip Record** – A summary of trips along with Daily Trip Records, duly signed by the concerned **District Programme Manager (DPM), DBCS (under NPCB)**, needs to be submitted along with the bills.

## **B. Responsibilities of UEHP**

- a) To provide Doctors, Support Staff, Equipments, etc. through the concerned **DBCS** in the Mobile Eye Testing Vans.
- b) To make payment to the agency on monthly basis.

## **2. CONTRACT MANAGEMENT**

### **a. Risk and Ownership**

The agency agrees that it shall protect, defend, indemnify and hold harmless to UEHP, from and against all liabilities, losses, costs, damages, expenses, claims, attorneys' fees, and disbursements of any kind or of any nature whatsoever imposed upon OSMCL, whether incurred directly or indirectly by UEHP, by virtue of, or in connection with, or arising out of any:

- i) Failure of the agency to maintain appropriate licenses to carry out the purposes of this agreement, resulting in the inability to, among other things, provides services to UEHP;
- ii) Claims made by any employee or agent of the agency or by any operation of the agency related to the agency's provisions of manpower and transportation services to UEHP under the terms of



this agreement, including any claim by agency personnel that they are UEHP's/ DBCS's employees for any purpose;

- iii) Claims arising from the negligence of the agency in performing the services pursuant to the terms of this agreement; or
- iv) Other claims arising directly or indirectly out of the services on behalf of UEHP by the agency, including but not limited to claim arising from accidents involving equipment used to provide the services.

## **b. Penalty & Termination**

### **i. Penalty Clause:**

1. The vehicles & the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this bid document will be considered as unsatisfactory performance. In case of non-compliance of the above terms and conditions of contract, a penalty shall be levied as detailed hereunder -

<b>Sl. No</b>	<b>Nature of Default</b>	<b>Penalty</b>
<b>1.</b>	Late reporting up to two hours	Rs.200/- per instance
<b>2.</b>	Non-reporting (late reporting for more than two hours shall also be construed as non-reporting)	Rs.1,500/- per day (per instance)
<b>3.</b>	Refusal of duties	Rs.1,500/- per day (per instance)
<b>4.</b>	Changes of Drivers without prior intimation	Rs.500/- per instance

2. Penalty for an amount of Rs.500/- per case per day depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:
  - a. Any undisciplined behavior by the staff of the agency, which includes taking alcohol, using foul language, getting involved in objectionable activities, etc;
  - b. Discourteous behavior towards any officer or manpower of UEHP/ DBCS;
  - c. Not carrying out the duties in a satisfactory manner; and
  - d. Damage or stealing of any asset or property of UEHP/ DBCS or officers and manpower of UEHP/ DBCS.

In case of 'd' above, cost of such asset or property damaged or stolen shall also be recovered from the agency.

3. UEHP may also terminate the contract in part or in full in case of prolonged/ frequent unsatisfactory service, breach of Terms & Conditions & non-compliance of the instructions given by UEHP/ DBCS officials to the agency. In case of termination of the contract, Performance Security deposited by the agency shall be liable to be forfeited in full.

**ii. Termination**

Without prejudice to any other remedies that UEHP and its designated agents may have against the agency and its agents, UEHP shall have the right at any time by giving notice in writing to the agency to terminate the agreement forthwith in any of the following events:

**1. On breach**

In case of non-compliance of prescribed quality norms, breach of contractual terms and repeated concerns regarding service quality.

**2. On liquidation or insolvency of the Agency**

If at any time the agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted by any court of law, UEHP will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

**3. On prevention of performance of duties**

UEHP shall have the right to terminate this Agreement immediately on notice to agency, if, in the reasonable judgment of UEHP, the agency has failed to provide the service in accordance with the required standards, or has consistently failed to provide such services on a timely basis, provided the agency has been notified in writing and such failure (s) continues for thirty (30) days after receipt by the agency of such notice.

**4. On Prejudicial conduct**

If the agency is guilty of any conduct which in the opinion of UEHP is prejudicial to UEHP's interests.

### c. Operations

1. All operations of the agency are to be conducted in a safe manner and in compliance with all central, state and local laws, statutes, ordinances, standards, rules and regulations.
2. The vehicles shall remain at all times in sound running condition, be dust proof, during the entire period of contract. Its emission shall comply with pollution control norms. UEHP/ the concerned DBCS reserves the right to decide upon the sound running condition of the vehicles. All the expenses incurred for the maintenance of the vehicles or otherwise shall be borne solely by the agency.
3. The vehicles & the Drivers to be provided for the purpose of this contract shall be provided on a dedicated basis and shall not be changed every now & then. However, the agency shall make necessary alternate arrangements to provide periodical rest/ leave to the Drivers.
4. The vehicles & the Drivers shall report in time at the designated place & at the designated time on a regular basis duly fueled and in sound running condition. Any delay or shortcoming will be viewed seriously and may be dealt with imposition of fine as per the provision of "Penalty and Termination".
5. The Drivers shall possess valid driving Licenses, should be well behaved and punctual, **while on duty, they should never be in an intoxicating state or smoking**. The agency shall be required to change/replace the driver/s in case not found suitable by the concerned DBCS.
6. The Drivers shall not be reluctant to or deny or refuse to go to any place including various destinations as listed in the Scope of Work. They may be required to stay outside the District Headquarter. They shall be required to make their own arrangements for food & stay. UEHP shall not provide any additional remuneration monetary or otherwise in any such situation.
7. The agency will evolve his own system of ensuring daily and timely availability of the vehicles and will inform UEHP/ the concerned DBCS of any delay, if any, at least 2 hours in advance of the designated reporting time.
8. In case the Driver or the vehicle is not available for whatsoever reason, the agency shall make necessary and suitable alternative arrangements so that official work does not get hampered or suffer. In case it is not done by the agency, then, UEHP/ the concerned DBCS shall be free to

make their own arrangement at the **sole risk & cost** of the agency. Any expenses thus incurred shall be deductible from the amount payable to the agency or from next monthly payable or Performance Security deposit in addition to any penalty that may be imposed as per “Penalty & Termination” clause.

9. The agency shall ensure immediate replacement of a vehicle within two hours of the reporting time, due to its being involved in accidents, mishaps, detention and/or impounding by authorities concerned, becoming out of order or road unworthy, etc. In such eventualities, the agency shall inform UEHP/ the concerned DBCS in writing without any loss of time.

#### **d. General Provisions**

##### **i. Proof of Vehicles**

The successful bidder shall be required to position the vehicles meeting the specifications as desired in this bid document (Ref. Important Notes for Bidders, Section –II, Clause 3.a) **within 7 days** from the date of award of the contract and provide all the necessary information/documents as a proof.

##### **ii. Subletting**

The agency shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval from UEHP. In case the agency contravenes this condition, UEHP shall be entitled to place the contract elsewhere at the risk & cost of the agency and all expenses borne on this account shall be recovered from the agency.

##### **iii. Independent Agency/non-exclusivity**

1. The agency will perform the services as an independent agency of client. Nothing contained in this agreement shall be construed to place UEHP/ DBCS and the agency in a relationship as partners, joint ventures, employer/employee or principal/agent, nor shall the agency be considered in any sense an affiliate or subsidiary of client.
2. All of the agency’s personnel shall be considered its employees and under no circumstances shall they be construed or considered to be employees or agents of UEHP/ DBCSs.
3. The agency shall pay and discharge, at its expense, any and all expenses, charges, fees and taxes arising out of or incidental to the carrying on of its business including, without limitation,

workmen's compensation, unemployment insurance and taxes levied or assessed with respect to employees of the agency.

#### **iv. Illegal Gratification**

1. Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the agency or his partner or agent or servant or any one of his authorized representative from the users of UEHP's shall in addition to any criminal liability that the agency may incur, entitle UEHP rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by UEHP.
2. The agency shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of UEHP and, if he shall do so, UEHP shall be entitled forthwith to rescind the contract and all other contracts with UEHP.
3. Any question or dispute as to the commission of any offences or compensation payable to UEHP under these clauses shall be settled by the designated officer of UEHP in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

### **3. RATES & PAYMENT TERMS**

#### **e. Schedule of Rates & Evaluation**

1. The agency has to quote the rates as per the Financial Bid.
2. The rates should be filled in carefully by the bidders after considering all the aspects. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the bidders had not understood the details as mentioned in the contract, or did not understand or did not have full knowledge of terms & conditions.
3. Any overwriting in the Financial Bid should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the bidder or his authorized signatory in ink. In case there is any difference between the amount shown in "figures" & "words", then the amount shown in words shall be considered as the correct figure.
4. The agency is bound to provide vehicles throughout the month. The vehicles in general shall be used on weekdays but depending on the requirement, they may be called for duty on Sunday or on any official holidays for which no extra payment shall be made.

5. In case of state medical emergencies, the agency shall ensure that all the vehicles are available round the clock (24 hours). UEHP shall be bound to pay as per point "C" in the Financial Bid in such cases.
6. UEHP will pay the actual receipted charges which are in the nature of toll receipts & parking receipts wherever & whenever applicable. UEHP will also pay "GST" as applicable.
7. The monthly hire charges for the vehicle shall include monthly charges of driver, repairs and maintenance of vehicles, fuel, oil, Registration Charges, Road Tax, Insurance Charges, empty running from garage to place of reporting and vice-versa, any other incidental expenses in running and maintenance of the vehicles, any penalty levied by statutory authorities for any reason whatsoever, etc. Periodic maintenance of vehicles is mandatory at the cost of the agency, which shall be done only on Sundays or holidays and on other days in emergency only.
8. The agency shall be required to pay all the other charges various other taxes, levies, fines, etc.

**f. Payment to Agency**

1. No advance payment shall be made to the agency.
2. Payments shall be made to the 2<sup>nd</sup> Party on monthly basis.
3. The agency shall issue an invoice to the UEHP, Bhubaneswar on the first business week of the month for the hiring charges for the previous month along with the copies of Log Books for the vehicles and monthly summary of trips, duly signed by the DPMs of the concerned DBCSs.
4. UEHP shall pay the agency at the rates agreed through the bidding process within 30 days after receipt of the original invoice along with the relevant documents.
5. It will be the responsibility of the UEHP to verify the invoices and inform the agency within seven (7) days in case of any dispute regarding the contents of the invoice.
6. The final and balance payment will be made to the agency and will be payable within ten (10) working days from the reworked invoice date if the initial 30 days timeline is overshoot.
7. Payments shall be made through RTGS/ Cheque to the Bank Account indicated in the Technical Bid.

**g. Rate Revision**

There shall be no revision in the contract rate of the vehicles during the entire period of the contract i.e. for the initial period of 3 years + up to maximum 24 months of extension, if any.

#### **4. RESOLUTION OF DISPUTES**

- If dispute or difference of any kind shall arise between UEHP/ the concerned DBCS and the agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the bid document, either the UEHP/ the concerned DBCS or the agency may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued i.e. Bhubaneswar, Odisha.

#### **Applicable Law & Jurisdiction of Courts**

- The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar/ High Court of Odisha.

**List of Districts for Deployment of Mobile Eye Testing Vans with Drivers**

<b>Sl. No.</b>	<b>Name of the District</b>
1.	Deogarh
2.	Gajapati
3.	Kalahandi
4.	Kandhamal
5.	Koraput
6.	Malakangiri
7.	Mayurbhanj
8.	Nabarangpur
9.	Nuapada
10.	Rayagada



### General Information about the Bidder

Sl. No.	Particulars	Details
1.	Name of the Company/ Organization/ Firm / Agency	
2.	Nature of Business	
3.	Year of Inception	
4.	Details of the Proprietor, Director of Company/Organization/Firm/Agency	Name:  Mobile No:  E-Mail id:  Website:
5.	Details of the Registered Office	Address:  Telephone Number:  Fax. No.:  E-Mail id:  Website:

Information about Past and Present Clients

Sl. No.	Name of the Client with complete Postal Address	Nature of Service Provided	Name and Designation of the Contact Person with Telephone/Mobile No. & E-Mail id	Period for which the contract is/was awarded	Nos. of Vehicles deployed by your Firm under the Contract	Makes & Models of the Vehicles Deployed	Monthly Basis/ Call Basis

**Declaration**

To

The Managing Director

OSMC Ltd.

I/We \_\_\_\_\_ have carefully read the bid document and confirm our eligibility as required. I/ We solemnly declare that we have never been convicted by a court of law or blacklisted/ debarred on financial/ administrative/ techno-legal ground by any appropriate authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of the bid document and will abide by the same if contract is awarded to me/ us.

**Currently running criminal/civil suits against my/ our firm are:**

(Write "NIL" if no court case is pending otherwise give the list and enclose case detail)

Signature of the bidder:

With seal

**NOTE: To be given in Rs. 100/- stamp paper**

**Format of Bank Guarantee for Performance Security**  
**[Pl. refer Para 7]**

To

The Nodal Officer

**Universal Eye Health Programme (UEHP), Odisha, Sunetra**

Convent Square, Unit-III, Bhubaneswar-751007

WHEREAS ..... (Name and address of the Service Provider) (here in after called “the Service Provider”) has undertaken, in pursuance of Bid Reference No. .... dated..... for providing **10 nos. of Mobile Eye Testing Vans [Mahindra Bolero Plus (AC)] with Drivers** to 10 nos. of Districts of Odisha (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee from a scheduled commercial bank for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits 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.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of ....., 20xx.

We the .....Branch..... undertake not to revoke the guarantee during its currency expect with the previous consent of the UNIVERSAL EYE HELATH PROGRAMME, ODISHA, SUNETRA, BHUBANESWAR in writing.

We .....Branch..... further agree that a mere demand by UNIVERSAL EYE HELATH PROGRAMME, ODISHA, SUNETRA, BHUBANESWAR is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us ..... Branch to decline payment to UNIVERSAL EYE HELATH PROGRAMME, ODISHA, SUNETRA, BHUBANESWAR.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

Seal, name & address of the Banks and address of the Branch

**Format for Agreement**

**(to be made on Rs.100/- stamp paper)**

1. An agreement made this.....day of , 2018 BETWEEN **Universal Eye Health Programme (UEHP), Odisha, Sunetra, Bhubaneswar** (hereinafter called "**1st Party**") of the one part AND **<insert name and address of the service provider>** (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2<sup>nd</sup> Party has been selected by UEHP through an open tender issued vide Reference No.....dated ....., and accordingly the letter of award was issued vide No.....dated..... inviting to execute the contract.
3. And whereas the 2<sup>nd</sup> Party agreed to provide **10 nos. of Mobile Eye Testing Vans [Mahindra Bolero Plus (AC)] with Drivers** to 10 nos. of Districts of Odisha i.e. Deogarh, Gajapati, Kalahandi, Kandhamal, Koraput, Malkangiri, Mayurbhanj, Nabarangpur, Nuapada & Rayagada as per the provisions in the Bid Document.
4. And whereas the 2<sup>nd</sup> Party has deposited the performance security of Rs..... (Rupees ..... ) only vide Demand Draft/ Pay Order No. dt. ....
5. **The contract will come into force w.e.f. xx.xx.2018.**
6. The contract shall be initially for a period of **Three (3) Years**, which may be renewed for a period of 12 months (Maximum extendable up to 24 months) subject to satisfactory performance of the Agency and with the mutual consent of both the parties.

**NOW THESE PRESENT WITNESSES AS FOLLOWS:**

7. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
  - a) Terms & Conditions envisaged in the Bid Document;
  - b) Submissions and Declaration as part of the Bid submitted;
  - c) Notification of Award issued by the Authority;

8. In consideration of the payments to be made by the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party, the 2<sup>nd</sup> Party hereby covenants with the 1<sup>st</sup> Party to provide the agreed Services in all respects as per the provisions of this Contract.
9. The 1<sup>st</sup> Party hereby covenants to pay the 2<sup>nd</sup> Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
10. The description of the services to be rendered by the 2<sup>nd</sup> Party under this contract and their prices as offered by the 2<sup>nd</sup> Party and accepted by the 1<sup>st</sup> Party are as under:

**<Insert the price bid submitted by the Agency>**

## 11. PRICE

a) Following is the agreed price –

Sl. No.	Type of Vehicle	K.M. per one liter of diesel	K.M. per one liter of lubricant	Monthly Rent excluding fuel & lubricant per vehicle (Rs.)	GST (%)
1	2	3	4	5	6
1.	Mahindra Bolero Plus (AC)				

b) There shall be no revision in the contract rate of the vehicles during the entire period of the contract i.e. for the initial period of 3 years + up to maximum 24 months of extension, if any.

## 12. PAYMENT

- 12.1 No advance payment shall be made to the agency.
- 12.2 Payments shall be made to the 2<sup>nd</sup> Party on monthly basis.
- 12.3 The agency shall issue an invoice to the UEHP, Bhubaneswar on the first business week of the month for the hiring charges for the previous month along with the copies of Log Books for the vehicles and monthly summary of trips, duly signed by the DPMs of the concerned DBCSs.
- 12.4 UEHP shall pay the agency at the rates agreed through the bidding process within 30 days after receipt of the original invoice along with the relevant documents.
- 12.5 It will be the responsibility of the UEHP to verify the invoices and inform the agency within seven (7) days in case of any dispute regarding the contents of the invoice.

12.6 The final and balance payment will be made to the agency and will be payable within ten (10) working days from the reworked invoice date if the initial 30 days timeline is overshoot.

12.7 Payments shall be made through RTGS/ Cheque to the Bank Account indicated in the Technical Bid.

**For and on behalf of the Agency**

**For and on behalf of the Corporation**

Date:

Date:

1.Witness

1.Witness

2.Witness

2.Witness