**National Health Systems Resource Centre**

**NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067**

**Tel-+ 91-11-26108982, 83, 84, 92, 93, FAX +91-11-26108994**

**NHSRC WEBSITE:** [**www.nhsrcindia.org**](http://www.nhsrcindia.org)

**Tender Ref: T.03/01/07/Genl Taxi Date:** 21.04.2017

HIRING LIGHT MOTOR VEHICLES

**TENDER NOTICE**

Tender Fee –Rs. 1000/-

1. On behalf of the Executive Director, NHSRC, the Indenter, Tenders are invited for hiring in a TWO BID SYSTEM for light Motor vehicles Tata Indica (Hatch Back) /Indigo, SX 4 (Sedan)/Toyota Innova (SUV) type vehicle or equivalent not older than 2015 year model, commercially registered with Licensed Drivers from the prospective reputed and experienced contractors. recognized by the Department of Tourism, Govt. of India / State Govt./ Any other reputed public Institution/ Body in Delhi/NCR strictly subject to the Terms and Conditions of the Contract as notified in the tender document available on the official NHSRC website [www.nhsrcindia.com](http://www.nhsrcindia.com) NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067. Eligible and interested organisations may send their Tenders by 03.05.2017 to **The Principal Administrative Officer, National Health Systems Resource Centre, NIHFW Campus, Baba Gangh Nath Marg, Munirka, New Delhi – 110067,**

**2. Schedule to the Invitation of Tender**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Tender document download/Sale date/time | : | 1000 Hrs. On 21.04.2017 |
| 2. | Pre bid meeting | : | 1500 Hs. On 28.04.2017 |
| 2. | Tender document download/sale end date/time | : | 1400 Hrs. On 03.05.2017 |
| 3. | Last date and time for receipt of bids | : | 1500 Hrs. On 03.05.2017 |
| 4. | Date and time for opening of Prequalification- cum-technical bid |  | 1600 Hrs. On 03.05.2017 |
| 5 | Service to be provided | : | Hiring of Light Commercial vehicles /models in very good running condition not older than 2015. |
| 7. | PERIOD/EXTENSION OF CONTRACT | : | Till 31.03.2018 from the date of Award of contract with an option of extension for a further period of two years at the same rate, terms and conditions subject to providing of satisfactory services on year to year basis at the sole discretion of NHSRC. |
| 8. | Validity of tender offers | : | 180 days from date of opening of prequalification-  cum-technical bid |
| 9. | Bid Security (EMD) total estimated value | : | INR - 50,000/- |
| 10 | Performance Security total cost of Bid (for Finalised Bidder only) | : | 7% of annual tender amount turn over or INR – 2,00,000/-, whichever is higher. |

3. The bidder must read the prescribed terms & conditions and accept the same to proceed further

to submit the bids.

4. Purchase after/ downloading / getting the tender schedules, the Bidder should go through them

carefully and then submit the documents as asked, otherwise, the bid will be rejected.

5. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded

tender document and submit/ the entire signed and stamped document.

6. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders

shall be opened at the same time on the next working day.

7. All documents submitted should be self-attested with seal of the bidder.

8. All pages of the bid including all enclosures should be numbered (except printed

leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized

representative. Offers received without signature and seal on all pages are liable to be rejected.

9. Bidders are requested to see the tender site [www.nhsrcindia.org](http://www.nhsrcindia.org) regularly before due date of submission for any probable corrigendum which could be uploaded subsequently against this tender.

10. The tender Bids containing terms and conditions can be obtained from the Finance Manager, NHSRC, NIHFW Campus, Munirka, New Delhi on a payment of non-refundable Rs. 1000/ (Rupees One Thousand only) in Draft/Pay order in favour of **“National Health Systems Resource Centre”** payable at Delhi during working hours/working days. The Tender document can also be downloaded from the website [www.nhsrcindia.org](http://www.nhsrcindia.org) and when submitted should be accompanied by a DD in favour of **“National Health Systems Resource Centre”** payable at Delhi of an amount of Rs. 1000/- (Rupees One Thousand only). Tenders may be sent by registered post/or may be dropped in Tender Box in this office, held at the Reception so as to reach before 1500 Hrs. On 03.05.2017. NHSRC shall not be responsible for any postal delays.

11. Tenders shall be opened in the presence of tenderers or their authorised representatives if they wish to be attend. (only 1 representative).

**PROCEDURE FOR SUBMITTING TENDERS**

**Pre-Qualification cum Technical Bid**

Documents are required to be submitted in the **Pre-Qualification cum Technical Bid (Refer: Annexure – I)**. In case of non- submission of requisite document(s) or providing of incomplete details by the bidder, the bid is liable to be rejected during the evaluation without any further reference, whatsoever.

1. Covering letter clearly indicating the list of enclosures.
2. Original/downloaded tender document duly filled in, signed and stamped by the bidder or authorized representative of the bidder. In case of download DD of Rs. 1000/- for National Health Systems Resource Centre, payable at Delhi needs to be attached.
3. Additional Information of the Bidder duly signed by the bidder or authorized representative of the bidder in the Proforma and format as given in **Appendix – I.**
4. Bid Security (EMD) **Appendix – II**
5. Pre-receipted acknowledgement for the refund of Bid Security **Appendix – III**.
6. Attested Copy of Income Tax Return for the last three years, PAN No., Service Tax Registration Certificate with latest copy of challan of Service Tax, relevant certificate from State Transport Authority of the bidder as per **Appendix –IV.**
7. Undertaking on Non-Judicial stamp paper of Rs. 50/- duly notarized and signed by the bidder or authorized representative of the bidder for accepting the Terms and Conditions of the Tender document and to comply with them as per **Appendix -V.**
8. Proof of successfully providing of the similar services i.e. certified copies of the work order for providing similar services for any Govt./Public Sector Institutions or reputed private organization in Delhi/NCR in the recent past (during last three years) along-with endorsement from the concerned Institution and contact person/telephone nos. **Appendix –VI.**
9. The agency should submit copy of driver’s police verification or police verification application submitted in respective police station along alongwith technical bid.
10. The bidder should own or possess on lease, sufficient vehicles (CNG, Petrol or Diesel) of model not older than year 2015 (Desirable) vehicles registered as vehicles in their names or firm’s name for use as vehicles. Minimum requirement of **8 AC (Sedan/ Hatch back) class vehicle**. The numbers is only indicative; it may be increased or decreased at short notice. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
11. The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply vehicles in very good running conditions not older than 2015.
12. He/She should have good financial standing with average turnover of Rs.75 lakhs bases on last three years balance sheet.
13. He/She should never be black listed from any of the Government agencies/state Government/PSUs. In this regard a certificate should be attached and the same should be notarised.
14. The bidder should have registered office in Delhi.

**FINANCIAL BID:**

The Financial Bids must be submitted in the prescribed format in the (Annexure-II & III) in consideration with the following points and nowhere else.

1. Monthly rates to be provided for 3000 kms and 300 Hrs per month for 26 days of a month from 0700 hrs – 2100 hrs.
2. The rates quoted for charges for providing vehicles on per day basis (for a period of 10 Hrs and 100 Kms) along with, per hour charges for additional period beyond 10 hours and per km charges for additional km beyond 100 Kms shall be considered while comparing the bids received.
3. The Financial Bid should be submitted as per Annexure II and Annexure III in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are found technically compliant will be opened on a specified date and time to be intimated to the eligible tenderer only. A duly constituted Tender Evaluation Committee will evaluate the Commercial Bids.
4. Night charges if any with time frame.
5. Travel locations are Delhi NCR on daily/ monthly basis. Travel beyond Delhi & NCR shall be considered as outstation.
6. Rates for pick up and drop from respective residence/office/Railway station/Airport.
7. Maximum dead mileage of 10 Kms only admissible to agency. All mileage to be completed from office premises only.
8. Revision of rates shall not be entertained during the period of the contract.
9. **Lowest vendor would be identified solely on basis of quoted rates on column no. 2 in Annexure II & Annexure – III of Financial Bid.**
10. Payment for use of the vehicles will be made on a monthly basis, which would be determined on a clubbing basis i.e.3,000 kms per month per vehicle for 08 vehicles (approx) and 10 hours per day per vehicle. For the purposes of billing, the daily hours for individual vehicles will not be clubbed.

**SERVICES TO BE PROVIDED: JOB SPECIFICATIONS**

The Taxis will be required by NHSRC at Munirka office or at any other place in New Delhi /NCR.

a The Vehicle being offered for hiring should be registered within the NCT of Delhi/Haryana/UP.

b. The successful Bidder will have to provide vehicles (Car/Vehicles), which are at least four seater (excluding driver seat) and are in conformity with directives of Hon’ble Supreme Court & Motor Vehicle Act and other standards set by Transport Deptt. , Govt. of NCT of Delhi or as per satisfaction of NHSRC. Minimum requirement of 8 AC Sedan/Hatch back or equivalent class vehicle.

c. The documentary evidence in respect of the fitness certificate should be produced as and when demanded. The vehicle should be in excellent running conditions with new tyres, excellent shockers, separate wheel, toolbox, first aid box and fire extinguisher etc. The overall look of the vehicle i.e exterior as well as interior with seat covers upholstery and other accessories must be in excellent condition. The Vehicle should have been purchased on or after 01 Jan 2015 (Desirable). In case of AC Vehicles, the A.C. should be on excellent cooling conditions.

d. In addition, NHSRC may requisition the vehicles for short duration and / or full day(10 hours). The payable rate would be on pro-rata basis.

**Quoted rate for month/30 days**. For short duration requirement, NSHRC would pay on per kilometre basis (Ex garage) and per kilometre rate would be calculated on basis of **Quoted rate per month/3000 Kms**. Service tax would be paid extra. However, no night charges would be payable.

e. The time and mileage duty will commence and terminate from Office to Office. However, maximum mileage @10 kms included either side for journeys from Garage to the place of duty and vice versa will be allowed.

f. The Executive Director, NHSRC, or his nominees shall have the right to inspect the vehicles to be made available for hiring before accepting the tender and bidder shall bring the vehicles for inspection at the Head Quarter at NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi at specified date and time without claiming any payment in this regard.

g. The rates quoted in the tender shall be valid up to one year and should be firm and final. In case of hike in prices of fuel such as diesel/petrol/CNG, wages/taxes during contract period, no further increase in the rate shall be considered. However, increase/decrease in service tax shall be reviewed/considered w.e.f. last date of submission of bids.

h. The Successful Bidder shall be responsible in respect of all the legal and statutory obligations and also ensure that all taxes such as Permit tax, Road tax, Octroi, State tax, etc. stand fully paid to the appropriate authority and all permits/fitness certificate and other related document duly revalidated in respect of the vehicle and kept with the driver of the vehicle.

i. Drivers provided by the successful bidder should have valid commercial license and should be well mannered, medically fit, polite, sober in habit and neatly dressed in uniform prescribed as per **Hon’ble Supreme Court’s decision**. They must abide by all the Motor Vehicle Act and other rules and regulations set by Transport Deptt., Govt. of NCT of Delhi. The driver should carry a mobile phone where no. shall be available with NHSRC authorities. The character and antecedents of the drivers should be verified from the police.

j Drivers should know/follow all traffic rules and regulation. In case of any violation of rules/challan the Bidder shall have to face the financial, legal and other consequences.

k Drivers should be well versed with routes and in case/they follow wrong routes or overrule the instructions; the Institute will not pay extra km or extra time.

l. The speedometer and Km recorder must be maintained at high standard accuracy. Any defect noticed shall have to be rectified forthwith by the bidder. **Until such rectifications, Kms calculated by the centre shall be final and binding to bidder for purpose of billing.**

m. The Safety, security, maintenance, insurance etc of the vehicle are the sole responsibility of the Bidder. NHSRC shall not be responsible for any accident, loss or damage etc to his vehicle or manpower provided during the course of deployment of vehicles. In no circumstance the Bidder may claim for compensation due to accident, theft, any untoward incident like riots etc. or other eventuality.

n. It would be the sole responsibility of the Successful Bidder to pay compensation to the victim/victims family as the case may be for any injury/death caused in the event of accident during the service hours and to face the legal proceedings.

o. The Successful bidder shall be paid charges for the vehicles actually taken on hire and for the period, the vehicles have been used.

p. The Charges of A.C. vehicles shall be paid for the period, for which AC Services has been requisitioned by the Indenter. In other cases, Non-AC charges shall be paid.

q. NHSRC shall make Income Tax deduction as applicable at source as per provisions of the Income Tax Act.

r. The Executive Director reserves the right to terminate the contract at any time during the course of contract without assigning any reasons thereof.

s. NHSRC reserves the right to award tender to one or more than one bidder in part or full as and when felt necessary to any other agency, who may not be a bidder without assigning any reason, at the same rate, terms & conditions to which this tender shall be finalized. The bidder to whom the tender has been awarded against this tender shall not be entitled to any compensation or consideration in any of such events.

t. The Contract/Agreement on a non judicial stamp paper of Rs. 100/-, if required, will be signed by the successful bidder within 15 days from the date of issue of the **‘Acceptance of Bid’ or Work Order.**

u. The bidder must have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated and can be requisitioned by NHSRC. Drivers should be in possession of mobile phones for regular contact at company’s expense.

v. The successful bidder shall be required to maintain a complaint register/book with every vehicle, to be produced at the time when asked for. This will be accompanied with the bills produced for payment to check for suitable penalties, if any.

w. No Frequent Change of driver/ OR VEHICLE without prior intimation to the concerned officer of the Institute.

x. Payment to the driver / staff should not be co- related with the payment by the NHSRC and they should be paid in time before 10th of every month.

y. Service Tax as applicable will be reimbursed only on production of requisite proof.

z. The Successful Bidder must pay the applicable/revised minimum Wages in time to its Driver and Staff as per the Minimum Wages Act and satisfy all other applicable statutory requirements, for which a certificate should be attached every month with the monthly bills.

**PENALTY CLAUSE**

i. NHSRC intends to hire **8 Car** **AC Sedan/Hatch back or equivalent type Vehicles** / **(approx)** on monthly basis (may increase or decrease) and such other nos. on daily/as required basis working days with detention period of 10 hours for 100 Kms. The detention period of 10 hours or more may be anywhere between 7A.M. to 9 P.M and the same will be intimated to successful bidder from time to time and bidder shall have to provide the vehicle as per requirement failing which, a uniform penalty of Rs.1000/- per vehicle per day shall be levied.

Ii Penalty will be levied for the violation of terms and conditions of the contract in the following manner.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Violations | Penal amount per month per car | | | Amount deducted per day per car | Remarks |
| 1st instance | 2nd instance in a month | 3rd & Subsequent instances in a month |
| 1. | Non functioning of AC in Car | NIL | 500 | 500 |  | On each occasion. |
| 2. | Failure to provide  alternative  arrangement  within one  hour of vehicle  breakdown | 500 | 1000 | 1500 |  | Rental charges for the day will also not be paid |
| 3. | Changes of driver without prior intimation of  NHSRC & officers to whom vehicle is attached. | 500 | 500 | 500 |  | On each occasion |
| 4. | Non compliance of any other terms and conditions | 500 | 500 | 500 |  | On each occasion |

**In case serious misconduct the contract shall be terminated without serving any notice. In other cases one month notice shall be applicable for seeking to withdraw of services.**

**Subletting of work:**

The firm shall not assign or subject the work or any part of it to any other person or party. The tender is not transferable only one tender shall be submitted by one tenderer.

**Criteria for evaluation of Tender:**

The evaluation of tenders will be made first on basis of Technical information (Annex-I) and then on the basis of Commercial/financial information (Annexure – II in case of monthly basis and Annex-III incase of daily basis). The commercial bid of such firms should valid based on technical parameters will only be opened on the date/time and venue to be announced after opening of the technical bid.

Bidders have to separately submit financial bids for Taxi hiring services subject to rates quoted.

1. The NHSRC shall evaluate the bids in respect of the substantive responsiveness of the bid otherwise. The NHSRC shall carry out detailed evaluation of the substantially responsive bids. The bidders shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have furnished.

(ii) Arithmetical errors shall be rectified on the following basis:

1. If there is discrepancy between the Unit price and quantity, the unit price shall prevail and the total price shall be corrected by the NHSRC.
2. If there is a discrepancy between words and figures, the amount is words shall prevail.

(iii) A bid determined as substantially non-responsive shall be rejected by the NHSRC.

1. The NHSRC may wave any minor infirmity or non-conformity or irregularities in the bid which does not constitute a material deviation.
2. The NHSRC shall evaluate in detail and compare the bids which are substantially responsive.
3. The evaluation of the ranking shall be carried out on the solely on basis of above quoted rates for Column no. 2 of Annexure-II in case of monthly hiring basis and Annexure – III in case of daily hiring basis.
4. The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

**TAX DEDUCTION AT SOURCE**

Tax deduction at source shall be governed as per prevailing rules.

**General Terms & Conditions:**

1. Original/downloaded tender document shall be duly filled in, signed and stamped by the bidder or his authorized representative.
2. Telegraphic/ Telex/ Fax/ Email and letterhead quotations are not acceptable and will be rejected.
3. It shall be presumed that the terms & conditions mentioned in the tender document have been duly accepted by bidder while submitting the bid. The bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvas for the work will prejudice the contractor’s quotation.
4. NHSRC has right to reject, withdraw/ revoke/ cancel whole or any part of tender at any stage without assigning any reason.
5. Conditional Bids shall not be accepted.
6. Offer will be accepted in Two Separate Sealed envelopes superscribed (a) FINANCIAL BID containing Price Schedule, and (b) Technical Bid containing EMD and other documents respectively. Both the envelope should be enclosed in a separate sealed envelope, which is superscribed, is “TECHNICAL & FINANCIAL PROPOSALS FOR VEHICLE HIRING” ADDRESSED to PAO, NHSRC, NIHFW Campus, Baba Gangnath Marg, Munirka, New Delhi-110067 on the bottom left Hand Cover.

**Bid Security (EMD):-**

1. Each tender must be accompanied by Refundable Bid Security / EMD “in original “for an amount of Rs. 50,000/- in the form of a Demand Draft/ Pay Order in favour of **“National Health Systems Resource Centre”** Payable at Delhi. EMD should be valid upto 3 months starting from the last date of submission of Tender.
2. The Bid Security shall be valid and remain deposited with the Indenter for the period of sixty days beyond the final bid validity period.
3. In case of non-submission of Bid Security, the tender would be rejected without assigning any reason.
4. No interest shall be payable by the Indenter on the Bid Security.
5. Bid Security shall be refunded immediately to the unsuccessful bidders on finalization of the tender and to the successful bidder on furnishing of Performance Security in terms of Clause VII below.
6. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.

**PEFORMANCE SECURITY**:

1. Successful bidder shall have to furnish the Performance Security) of 7% of annual tender amount turn over or INR – 2,00,000/-, whichever is higher(as required under the Rule 171, General Financial Rules, 2017) then the Bid Security (EMD) shall be liable to be forfeited.
2. The successful bidder shall furnish Performance Security for an amount as indicated above to ensure due performance of the contract within fifteen days (15) or earlier from the date of receipt of communication from NHSRC informing ‘Acceptance of Bid’.
3. The Performance Security shall be furnished in form of a Demand draft/ Pay order /Bank Guarantee/Fixed Deposit Receipt (FDR) in favour of “ National Health Systems Resource Centre”
4. In case the Performance Security is submitted in form of Bank Guarantee/Fixed Deposit Receipt (FDR) shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the work order.
5. Failure of the bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
6. The Performance Security as mentioned in the sub-para (i) above shall be released on satisfactory completion of all contractual obligation.

**COMMUNICATION OF ACCEPTANCE**

Acceptance of tender by the Indenter will be communicated by registered letter/ speed post/ cable/ telex/ fax/e-mail or a formal letter of ‘Acceptance of Bid’ or ‘Work Order’. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder Non-performance of any such obligations make the bidder liable for consequential effects.

The CONTRACT/agreement (if required) on a non judicial stamp paper of Rs. 100/-, will be signed by the successful bidder within 15 days from the date of issue of the ‘Acceptance of Bid’ or Work Order failing which the Bid Security (EMD) is liable to be forfeited and the bidder may be blacklisted.

**ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the terms and conditions of the contract/work order shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which NHSRC may make the award to any other bidder at the discretion of the Institute or call for new bids. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.

**DISCLAIMER**

The near relatives of employees of NHSRC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

1. Members of a Hindu Undivided Family.
2. The one is related to the other in the manner as father, mother, sons(s), son’s wife (daughter-in-law), Daughter(s) and daughter’s husband (son-in-law), brother (s) and brother’s wife, sister(s) and sister’s husband (brother-in-law)
3. Their husband and wife.

**INDEMNIFICATION**

The Bidder/Supplier shall, at its own expense, defend and indemnify the owner against all third party claims.

The Bidder/Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Indenter shall not pay any compensation to a third party resulting from such infringement and the Bidder/Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

**PAYMENT TERMS AND CONDITIONS:**

The term ‘payment’ mentioned in this part includes all types of payment due to the contractor arising on of this contract excluding Earnest Money and Security Deposit governed by separate clauses of the contract.

* All payments shall be made by cheque only at each stage preferably in the second week of following month in respect of previous month (in case of month by payments)
* Payment of Bills would take 2 to 3 weeks time on an average. However, no interest or penalty would be paid by NHSRC in case of delay in payment due to official reasons.
* No payment shall be made in advance nor that any loan from any bank or financial institutions shall

be recommended on the basis of the order of Award of work.

* **Monthly bills shall be submitted by 10th of following month to the authority specified in contract along with duty slips duly/log books signed by the user** and other related reports/documents.

**JURISDICTION**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Delhi/New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**ARBITRATION**

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Executive Director, NHSRC. The award of the arbitrator so appointed shall be final and binding on both the parties.

**NOTICES**

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the Indenter or Bidder.

**GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the National Health Systems Resource Centre in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

**Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

**EXCLUSIVE RIGHT OF THE EXECUTIVE DIRECTOR, NHSRC**

The Executive Director, NHSRC, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tenderer. The decisions of NHSRC shall be final and binding. NHSRC reserves the right to award the Tender to one or more than one vendor. NHSRC also reserves the right to amend, modify add or delete any terms and conditions of the Tender in the interest of the Centre without assigning any reason.

Signature of the Bidder

Witnesses: -

1.

2.

**ANNEXURE - I**

**Checklist for Pre-Qualification cum Technical Bid**

Tender reference No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Due for opening on:

Name of the Service\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_No’s: - \_\_\_\_\_\_\_

Following documents are required to be submitted in the Pre- Qualification cum Technical Bid in a Sealed Envelope. Superscribed “TECHNICAL BID”

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Items to be submitted** | **Remarks** |
| 1. | Covering letter indicating the list of all enclosures. |  |
| 2. | Original/downloaded tender document duly filled in, signed and stamped by the bidder or his authorized representative of the bidder. |  |
| 3. | Additional Information of the Bidder duly signed by the bidder or authorized representative of the bidder in the Proforma and format as  given in **Appendix-I** |  |
| 4. | Latest /Valid Authorization from the Principal Company/Manufacturer  to the bidder for its brands/products; |  |
| 5. | Bid Security (EMD) **Appendix-II** |  |
| 6. | Refund of Bid Security (EMD) **Appendix –III** |  |
| 7. | Attested Copies of following **Appendix -IV**  i) Income Tax Return for the last three years (Financial year 2011-2012, 2012-2013 & 2013-2014)  ii) PAN Card  iii) Service Tax Registration Certificate and latest challan of Service Tax  iv) Certificate from the State Transport Authority |  |
| 8. | Undertaking to accept Terms and Conditions of the Tender document and to comply with them as per **Appendix V** (on Non-Judicial stamp paper of denomination of Rs. 50/-) |  |
| 9. | Proof of successfully providing of the similar services i.e. certified copies of the work order for providing similar services for any other Govt. Institutions or reputed private institutions in Delhi or NCR in the recent past (during last five years) along-with endorsement from the concerned Institution. **Annexure VI** |  |

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**(FOR OFFICIAL USE ONLY)**

**Bid (PQB) Accepted for further processing.**

**\* Bid rejected (Reasons for rejection……………………………………………………………..)**

**Appendix – I**

**TECHNICAL BID**

**Additional Information**

**(To be submitted in PAO, NHSRC, NIHFW Campus, Baba Gang Nath Marg, New Delhi, so as to reach before the last date and time of the closing of the bid )**

**Due for Opening on (Time): \_\_\_\_\_\_\_\_\_\_\_\_**

**Item Name & ID Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Name & Address of Bidder/ Indian Agent:

2. Name & Address of Local Service Station /

Maintenance branch of the Bidder:

3. Permanent Income Tax A/c No. of the bidder :

4. Name & Address of Banker of the Bidder:

5. Business Name and constitution of the Bidder firm.

Also state if the firm is registered under

i) The Indian Companies Act, 1956

ii) The Indian Partnership Act, 1932

iii) Any act, if not, who are the owners.

(Please give full Names and Address)

6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-

(i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.

(ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

7. State whether business dealing with you has been banned by any Central/ State Government Organization? If so, give details.

**Signature of witness Signature of Bidder**

Full Name and Address of Witness 1. Full name & address of the

Person signing (In BLOCK

LETTER)

2. Whether signing as Proprietor/

Partner/Constituted Attorney /

duly authorized by company.

**Appendix – II**

**Bid Security (EMD)**

Tender for.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Due for opening on:

Name of the Service\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Security (EMD) as required by this Tender Enquiry is being submitted in the form of Demand Draft/ pay order/ favouring the **“National Health Systems Resource Centre”** payable at Delhi and duly discharged in his favour in advance.

Details of Demand Draft/Pay order attached:

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drawn on (Bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**Appendix – III**

**Refund of Bid Security (EMD)**

Received with Thanks from **“National Health Systems Resource Centre”** as refund of Bid Security (EMD).

Details of Demand Draft/Pay order are:

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drawn on (Bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**Appendix - IV**

**Income Tax Return & PAN Number**

**Tender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Due for opening on:**

**Name of the Service \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Self Attested Copies of IT Return & PAN Number, as required by this Tender Enquiry is being submitted along with this tender as per details given below: -

|  |  |
| --- | --- |
|  | Remarks |
| Copies of Income Tax Returns for the Assessment  Years (for last three years) |  |
| Copy of Permanent Account Number |  |
| Copy of Service Tax Registration Number |  |
| Copy of VAT/Sales Tax Registration Number, if any |  |

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**Appendix - V**

**UNDERTAKING**

(To be submitted on Rs. 50/- stamp paper)

**Declaration by the Bidder**

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby declare that:

1. I/We am/are the provider of light motor vehicles on hire basis duly recognized by the Department of Tourism, Govt. of India/State Govt./Any other reputed Public Institution/Body have examined the above-mentioned tender document including amendment/corrigendum (if any) the receipt of which is hereby confirmed.

2. I/We do hereby offer to provide the vehicles at the prices and rates mentioned in the price bid.

3. I/We agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.

4. I/We have carefully read and understood all the Terms and Conditions of the tender and shall abide by them.

5. I/We agree for the all clauses and payment terms & conditions of this tender enquiry. In case any condition put forth by us is against the terms & conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.

6. I/We agree that in the event of any dispute or differences, the decision of the Executive Director, NHSRC New Delhi shall be final and binding on me/us.

7. The tender document has been downloaded from the official website i.e. [www.nhsrcindia.org](http://www.nhsrcindia.org) in for bidding purpose and is a true copy of the original.

8. I/we hereby undertake that none of my relative (s) as defined in Disclaimer Clause of Annexure I is/are employed in NHSRC.

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**Appendix - VI**

**BID FOR HIRING OF CARS/VEHICLES**

**(TO BE FILLED IN BY THE BIDDER)**

A. 1. (a) Name of the Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) Address of the Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Earnest money deposited vide Demand Draft/ pay order No.\_\_\_\_\_\_\_\_\_\_\_\_dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for

Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- is enclosed herewith.

3. Details of Vehicles proposed to be provided in respect of expected points for start of

the Journey

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Registration No.  of vehicle | Make/Model &  Year | Seating Capacity | A.C./Non A.C. | Remark |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

(b) Total No. of Cars/Vehicles can be supplied additionally at any time.

4. (a) Whether any work of Govt. or Semi Govt. Deptt. or Reputed Private Organization has been

done in previous year Y/N\_\_\_\_\_\_\_\_\_\_

(b) It yes, furnish full details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Note:

1. Fitness certificate of the vehicle from Transport Authority is to be produced by the firm

at the time of deployment.

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**\*Note :- Mandatory before award of contract to the finalised bidder. Failure will lead to forfeited of EMD.**

**ANNEXURE II**

**FINANCIAL BID**

**\* To be submitted in a Separate Sealed Envelope superscribed as “FINANCIAL BID”**

**RATES FOR HIRING OF VEHICLES**

**SCHEDULE:** Delhi / New Delhi/ NCR areas of Ghaziabad, Noida/Greater Noida, Faridabad and Gurgaon

(1) Rates (including all taxes and levies except service tax, parking and toll charges) of taxis on monthly basis:

|  |  |
| --- | --- |
| **Make** | **Rate per vehicle for Minimum hiring of**  **3000 kms and Upto 300 hrs (In Rs per**  **month)** |
| 1 | 2 |
| AC Hatch Back or equivalent Type vehicles |  |
| A.C. Sedan type or equivalent type vehicles |  |

2. The criteria for evaluating the lowest bidder will be Rate per vehicle for Minimum hiring of 3000 kms and Upto 300 hrs.

3. The rate per extra kilometre beyond the minimum monthly prescribed rate will be arrived at by dividing the quoted rate in column 2 by 3000 Km. (approx.) and 10 hr., per day.

4. The rate per extra hour beyond monthly usage of 300 hours would be the rate quoted in column 2 by 300

5. Payment for use of the vehicles will be made on a monthly basis, which would be determined on a clubbing basis i.e.3,000 kms per month per vehicle for 08 vehicles (approx) and 10 hours per day per vehicle. For the purposes of billing, the daily hours for individual vehicles will not be clubbed.

**6. If some additional vehicles are hired on daily basis, the applicable rate per day will be respective rate quoted in column 2 divided by 30**

**SIGNATURE OF BIDDER**

**(PROP. / Partner/ Authorized Signatory)**

**Name & Address with Seal of the firm**

**ANNEXURE III**

**Please provide rates for the following heads also**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Make/ Model | Charges for Local  Journey of Max.  80 km or 08 hrs | Charges for Local  Journey of Max.  40 km or 04 hrs | | Night charges From 2300 hrs. to 0500 am (following day) | | Out station rates | |
|  | 1 | 2 | 3 | | 4 | | 5 | |
| A/c | AC Hatch Back or equivalent Type vehicles |  |  | |  | |  | |
| A/C | A.C. Sedan type or equivalent type vehicles |  |  |  |  |  |  |  |
| SUV type or equivalent type vehicles |  |  |  |  |  |  |  |
|  | Pick and drop from Airport / Railway station and Office to respective residence. |  |  |  |  |  |  |  |

**B: DAILY BASIS**

Please note:

1. **Lowest vendor would be identified solely on basis of above quoted rates for column no. 2 above.**
2. Taxes if any, shall be quoted separately.
3. Parking charges and Toll charges will be paid additionally but only on production of receipt, in the conduct of official duties only.

**SIGNATURE OF BIDDER**