

National Health Systems Resource Centre
NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067
Tel-+ 91-11-26108984, 92, 93, FAX +91-11-26108994
NHSRC WEBSITE: www.nhsrcindia.org

Tender Ref:T.03/01/07/General Taxi

Date: 10 Feb 2020

HIRING LIGHT MOTOR VEHICLES FOR OFFICIAL USE**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 Hatch Back / Sedan / SUV type vehicle or equivalent not older than 2018 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 NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067. Eligible and interested organisations may send their Tenders by **05 Mar 2020** to **The Principal Administrative Officer, National Health Systems Resource Centre, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi – 110067,**

2.Schedule to the Invitation of Tender

i	Tender document download/Sale date/time	:	1000 Hrs. On 12 Feb 2020
ii	Pre-bid meeting	:	1500 Hs. On 25 Feb 2020
iii	Tender document download/sale end date/time	:	1400 Hrs. On 05 Mar 2020
iv	Last date and time for receipt of bids	:	1500 Hrs. On 05 Mar 2020
v	Date and time for opening of Prequalification-cum-technical bid	:	1600 Hrs. On 05 Mar 2020
vi	Service to be provided	:	Hiring of Light Commercial vehicles /models in very good running condition not older than 2018.
vii	PERIOD/EXTENSION OF CONTRACT	:	Till 31.03.2021 from the date of Award of contract with an option of extension for a further period of maximum 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.
viii	Validity of tender offers	:	180 days from date of opening of prequalification-cum-technical bid
ix	Bid Security (EMD) total estimated value	:	INR - 50,000/-
x	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 by 14.00 hrs 05 Mar 2020 and before 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 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, NIHFV Campus, Munirka, New Delhi on a payment of non-refundable Rs. 1000/- (Rupees One Thousand only) in Draft/Pay ordering 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 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 15:00 Hrs. On 05 Mar 2020. 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 is allowed).

12. 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.

- a. Covering letter clearly indicating the list of enclosures.
- b. 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.
- c. 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**.
- d. Bid Security (EMD) **Appendix – II**
- e. Pre-receipted acknowledgement for the refund of Bid Security **Appendix – III**.
- f. Attested Copy of Income Tax Return alongwith audited documents for the last three years, PAN number, GST Registration Certificate with latest copy of challan of Service Tax/GST, relevant certificate from State Transport Authority of the bidder as per **Appendix–IV**.
- g. 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**.
- h. 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 numbers. **Appendix –VI.**

- i. The agency should submit copy of driver's police verification report or police verification application submitted in various police stations of Delhi along with technical bid.
- j. The bidder should own or possess on lease, sufficient vehicles (CNG/ Petrol/ Diesel/ Electrical) of model not older than year 2018 (Desirable) vehicles registered as vehicles in their names or firm's name. Requirement of approximate 05 air-conditioned vehicle appropriate vehicle with fuel acceptable by rules of NCT Delhi. The number 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.
- k. 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 2018.
- l. He/she should have good financial standing with average turnover of Rs.75 lakhs base on last three years balance sheet.
- m. He/she should never be black listed from any of the Government agencies/state Government/PSUs. In this regard a certificate should be attached 44 and the same should be notarised.
- n. The agency should not have record of providing unsatisfactory services to NHSRC in past and also it should not have record of not adhering terms and condition of previous contract.
- o. The bidder should have registered office in Delhi.

13. 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.

- i. The Financial Bid should be submitted as per Annexure II 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 tenderers only. A duly constituted Tender Evaluation Committee will evaluate the Technical/ Commercial Bids.
- ii. Night charges if any will be considered after 10:00 PM and upto 05:00 AM (garage to garage) for hiring vehicles.
- iii. Travel locations are Delhi & NCR (i.e. Ghaziabad, Faridabad, Noida and Greater Noida) on daily basis. Travel beyond Delhi & NCR shall be considered as outstation.
- iv. Rates for pick up and drop from respective residence/office/Railway station/Airport.
- v. **Maximum dead mileage of 10 Kms only admissible to agency from Garage to NHSRC Office and back. All mileage to be completed from office premises only. It's driveres responsibly to get signature on trip slip from appropriate passenger.**
- vi. Revision of rates shall not be entertained during the period of the contract.
- vii. **Lowest vendor would be identified solely on basis of quoted rates on column no. 2 in Annexure II of Financial Bid.**

14. 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.

- i. The Vehicle being offered for hiring should be registered within the NCT of Delhi/Haryana/UP.
- ii. The successful Bidder will have to provide vehicles, which are at least four seaters (excluding driver seat) and are in conformity with directives of Hon'ble Supreme Court & Motor Vehicle Act and other standards set by Transport Department, Govt. of NCT of Delhi or as per satisfaction of NHSRC.
- iii. The documentary evidence in respect of the fitness certificate should be produced on placement of vehicle at NHSRC and then 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 2018 (Desirable). All Vehicles should have A.C. and be in excellent conditions (with Vehicle Fitness Certificate).
- iv. For hiring of Vehicle on Daily basis may also have requisition the vehicles for short duration (05 hrs) / full day (10 hrs). The payable rate would be on pro-rata basis as in Annexure III. GST would be paid extra.
- v. 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.
- vi. The Executive Director, NHSRC, or her 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 Office at NHSRC, NIHFV Campus, Baba Gang Nath Marg, Munirka, New Delhi at specified date and time without claiming any payment in this regard.
- vii. 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/Electrical wages/taxes during contract period, no further increase in the rate shall be considered. However, increase/decrease in Good and Service Tax shall be reviewed/considered w.e.f. last date of submission of bids.
- viii. The Successful Bidder shall be responsible in respect of all the legal and statutory obligations and ensured 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.
- ix. 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 Department, Govt. of NCT of Delhi. The driver should carry a mobile phone where number shall be available with NHSRC authorities. The character and antecedents of the drivers should be verified from the police.
- x. Drivers should know and follow all traffic rules and regulation including speed limit In case of any violation of rules/challan the Bidder shall have to face the financial, legal and other consequences.
- xi. 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.
- xii. when receiving ED, Advisor, Senior Consultant, Consultant and NHSRC Official Guest at T3, T2, T1 at airport the vehicle should be parked and Consultants or Official Guest received at the arrival gate.

- xiii. 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.**
- xiv. The Safety, security, maintenance, to of NHSRC 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 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.
- xv. It would be the sole responsibility of the Successful Bidder to pay compensation to the victim/victim's 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.
- xvi. The Successful bidder shall be paid charges for the vehicles actually taken on hire and for the period, the vehicles have been used.
- xvii. **In case air-conditioned is unserviceable, a deduction of 20% of the quoted rate will be made for the day.**
- xviii. NHSRC shall make Income Tax deduction as applicable at source as per provisions of the Income Tax Act. Payment will be made for Hatchback / Sedan/ SUV as requirement
- xix. The Executive Director reserves the right to terminate the contract at any time during the course of contract without assigning any reasons thereof.
- xx. 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.
- xxi. 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.**
- xxii. 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.
- xxiii. 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.
- xxiv. No Frequent **Change of driver/ OR Vehicle** without prior intimation to the concerned officer of the Institute.
- xxv. Payment to the driver / staff should not be co- related with the payment by the NHSRC and they should be paid in time before 07th of every month.
- xxvi. GST as applicable will be reimbursed only on production of requisite proof.
- xxvii. 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 bills.

15. PENALTY CLAUSE

- i. NHSRC intends to hire vehicles daily as on required basis during working. The detention period may be anywhere between 7 A.M. to 09 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 in addition to no payment for the date.

li 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
		1 st instance	2 nd instance in a month	3 rd & Subsequent instances in a month		
1.	Non-functioning of AC in Car	NIL	500	700		On each occasion.
2.	Failure to provide alternative arrangement within one hour of vehicle breakdown	500	1000	1500		Rental charges for that of the day will also not be paid or paid pro-rata.
3.	Changes of driver without prior intimation to NHSRC & officers of division to whom vehicle is attached.	500	500	500		On each occasion. Minimum of 2 hours intimation will be given.
4.	Noncompliance 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.

16. 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.

17.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 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.

- (i) 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:
 - (a) 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.
 - (b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (iii) A bid determined as substantially non-responsive shall be rejected by the NHSRC.
- (iv) The NHSRC may waive any minor infirmity or non-conformity or irregularities in the bid which does not constitute a material deviation.

- (v) The NHSRC shall evaluate in detail and compare the bids which are substantially responsive.
- (vi) 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 daily hiring basis.
- (vii) The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- (viii) The contract for daily hiring (annexure-III) can be awarded to one agencies.

18. TAX DEDUCTION AT SOURCE

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

19. General Terms & Conditions:

- i. Original/downloaded tender document shall be duly filled in, signed and stamped by the bidder or his authorized representative.
- ii. Telegraphic/ Telex/ Fax/ Email and letterhead quotations are not acceptable and will be rejected.
- iii. 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.
- iv. NHSRC has right to reject, withdraw/ revoke/ cancel whole or any part of tender at any stage without assigning any reason.
- v. Conditional Bids shall not be accepted.
- vi. Offer will be accepted in Two Separate Sealed envelopes super scribed(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 super scribed, 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.
- vii. Any vehicle (hired on daily basis) runs beyond 10 hrs or 100 kms will be informed through email to NHSRC. If firm fail to intimate, then NHSRC will be restricted the bills within 10 hrs and 100 Kms.

20. Bid Security (EMD): -

- i. 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 Ordering 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.
- ii. The Bid Security shall be valid and remain deposited with the Indenter for the period of sixty days beyond the final bid validity period.
- iii. In case of non-submission of Bid Security, the tender would be rejected without assigning any reason.
- iv. No interest shall be payable by the Indenter on the Bid Security.
- v. 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.
- vi. 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.

21 . PERFORMANCE SECURITY:

- i. 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) if the vendors fail to deposit PG within the prescribed period then the Bid Security (EMD) shall be liable to be forfeited and the agency may be blacklisted.
- ii. 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'.
- iii. 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"
- iv. 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.
- v. 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.
- vi. The Performance Security as mentioned in the sub-para (i) above shall be released on satisfactory completion of all contractual obligation.

22. COMMUNICATION OF ACCEPTANCE

i. 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.

ii. The name of successful bidder will be published on NHSRC web site.

iii. The CONTRACT/agreement (if required) on a non-judicial stamp paper of Rs. 100/- and 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.

23. 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.

24. DISCLAIMER

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

- i. Members of a Hindu Undivided Family.
- ii. 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)

- iii. Their husband or wife.

25. 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.

26. 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.

- i. All payments shall be made by cheque/bank transfer only at each stage preferably in the second week of following month in respect of previous month .
- ii. Payment of Bills would take 2 to 3 week time on an average after submission of bills. However, no interest or penalty would be paid by NHSRC in case of delay in payment due to official reasons.
- iii. 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.
- iv. **The 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.**

27. 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 action 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 NCT of 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. Prior to this effort may be made to settlement of dispute through the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court.

28. 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 at NCT Delhi. The award of the arbitrator so appointed shall be final and binding on both the parties.

29. 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 Registered/speed post, email, or facsimile to such Party like the Indenter or Bidder.

30. 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 day, 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 Delhi and the decision of the arbitrator shall be final and binding on the parties.

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

32. 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 and the same will be intimated to all concern.

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. Super scribed "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 Proformas 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 alongwith audited documents (Financial year 2014-2015, 2015-2016 & 2016-2017) ii) PAN Card iii) Service Tax/ GST Registration Certificate and latest challan of Service Tax/GST 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, NIHFWS 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. Income Tax Permanent Accounts Number(PAN) 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 other act,
- iv) If not (privately owned) 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

Full Name and Address of Witness

Signature of Bidder

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 alongwith audited documents for the Assessment for last three years.	
Copy of Permanent Account Number(PAN)	
Copy of Service Tax / GST Registration Number	

SIGNATURE OF BIDDER
(PROP. / Partner/ Authorized Signatory)

Name & Address with Seal of the firm

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 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 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 Vehicles can be supplied additionally at any time.

4. (a) Whether any work of Govt. or Semi Govt. Dep't. or Reputed Private Organization has been done in previous year Y/N _____

(b) If 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.**

PLEASE PROVIDE RATES FOR THE FOLLOWING HEADS ALSO

* To be submitted in a Separate Sealed Envelope super scribed as "FINANCIAL BID"

B: FOR HIRING OF VEHICLES ON DAILY OR PART OF DAY BASIS.

	Make/ Model	Charges for Local Journey of Max. 100 km or 10 hrs [#]	Charges for Local Journey of Max. 50 km or 05 hrs [#]	Night charges from 2200 hrs. to 0500 am (following day)	Extra (beyond 100 km or 10 hrs) or Out station rates		Pick and drop from ^{##}		NHSRC to respective residence. (Only Drop)
					Per Hours	Per KMs	Airport	Railway station	
	1	2	3	4	5	6	7	8	9
A/c	AC Hatch Backer equivalent Type vehicles								
A/C	A.C. Sedan type or equivalent type vehicles								
	SUV type or equivalent type vehicles								

[#] Additional kilometre at pro-rata basis.

^{##} Distance will be calculated in terms of Pick-up and drop on the basis of distance between Airport /Railway Station to NHSRC's empanelled Hotel

Please note:

1. **Lowest vendor would be identified solely on basis of above quoted rates for column no. 2 above for average of 2 type of vehicles (Sedan & SUV) for L1. AC Hatchback rate will be compared separately to arrive L1. The Agency should have at least 02 types of vehicles and be paid as class of vehicle requisitioned.**
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.
4. Any vehicle (hired on daily basis) runs beyond 10 hrs or 100 kms will be informed through email to NHSRC. If firm fail to intimate, then NHSRC will be restricted the bills within 10 hrs and 100 Kms.

SIGNATURE OF BIDDER