



TAMIL NADU HEALTH SYSTEMS PROJECT– TAMILNADU

Proposal for

**Hiring of vehicles (on contract basis) for officers and official use of TNHSP
at Chennai for a period of One Year**

Tender Document

Tender Ref No: Ref. No: 10752/TNHSP/Admin/2023

TAMIL NADU HEALTH SYSTEMS PROJECT – Tamil Nadu,
DMS Annex Building, 359, Anna Salai, Teynampet,
Chennai-600006.

Tender ID: 2024_TNHSP_510281_1

Website: -www.tnhsp.tn.gov.in

Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Letter of Undertaking

To

The Project Director,
Tamil Nadu Health Systems Project
DMS Annex Building, 359, Anna Salai,
Teynampet, Chennai-600006.

Sir,

Sub: Undertaking for participating in tenders invited for **“Hiring minimum 7 numbers of vehicles (on contract basis) for officers and official use of TNHSP-TN at Chennai for a period of One Year”**-Reg.

Ref: Tender Ref: **Ref. No: 10752/TNHSP/Stores/2023**

I/We do hereby submit my/our bid for the **“Hiring minimum 7 numbers of vehicles (on contract basis) for officers and official use of TNHSP at Chennai for a period of One Year”** in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as **“Hiring minimum 7 Numbers of vehicles (on contract basis) for officers and official use of TNHSP at Chennai for a period of one year”** at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the scope of work and the terms in the RFP where of shall be taken to be those mentioned in the form of agreement notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNHSP and considering this my/our tender.

I/We _____ hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also here by confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last five years due to our non-performance, non-compliance with the tender conditions etc.

I/We _____ hereby Confirm that our Company has not filed for bankruptcy during the last five years.

I/We..... shall not sub-contract any works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

I/We..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Tamil Nadu G.O.Ms.No.343, Finance (Salaries) department, dated 18.9.2020; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

I/We_____hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We_____certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

I/We_____certify that I/we shall not form any consortium with other firms/organizations/agencies/companies for carrying out the tasks specified in this RFP.

In case of violation of any of the conditions above, I/Weunderstand that I/We are liable to be blacklisted by TNHSP/Government of Tamil Nadu for a period of five years.

Note:

Declaration in the company's letterhead should be submitted as per format given above

If the bidding firm has been blacklisted by any State Government/ Central Government/Public Sector Undertakings earlier, then the details should be provided.

No Consortium is allowed.

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1. Introduction

1.1. Tamil Nadu Health Systems Project-Tamil Nadu (TNHSP)

2. Tender Schedule and Data Sheets

1.	Tender inviting Authority, Designation and Address	The District Revenue Officer, Tamil Nadu Health Systems Project, DMS Annex Building, 359, Anna Salai, Teynampet, Chennai-600006.
2.	A) Name of the Work	Request for Proposal for Hiring No of vehicles (on contract basis) for officers and official use of TNHSP at Chennai for a period of one years
	B) Tender Ref No.	Ref. No: 10752/TNHSP/Stores/2023
3.	Earnest Money Deposit	Rs.1,00,000/- (Rupees One lakh only)
4.	Contract Period	01(One)Year
5.	Tender Document	The Tender document can be downloaded from the URL www.tnhsp.tn.gov.in at FREE OF COST.
6.	Mode of Submission	e-Tender Submission Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	Pre-bid meeting will be conducted on 20.12.2024 during office hours.
8.	Due Date and Time for Bid Submission	On 30.12.2024 upto 3.00 PM.
9.	Date, Time and Place of Opening of Technical Bids	30.12.2024 at 3.30 PM. Office of the TNHSP, Chennai-06
10.	Date, Time and Place of Opening of Price Bids	Price Bid Opening Date & Time will be communicated to Technically qualified bidders ONLY.
11.	Tender validity period	30 days from the date of opening of technical bids

Note: Neither the TNHSP nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management

3. General Instructions

3.1. General

- a. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b. It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNHSP shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNHSP. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d. The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f. The Bidder should be fully and completely responsible to TNHSP for all the deliveries and deliverables.
- g. The Bidder shall make all arrangements as part of the contract to supply required vehicles at various locations at their own cost and transport.
- h. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

3.2. Clarifications to the RFP

- a) A prospective Bidder requiring any clarification in the RFP may notified by e-Mail to xxxxxx@gmail.com__Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites www.tnhsp.tn.gov.in

3.3. Amendments to the Tender

- a) A Pre-bid meeting will be held online through video conference (VC) for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNHSP. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The link for the VC is given below:-

.....

- b) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. The TNHSP will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- c) No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.
- d) Before the closing of the Tender, the TNHSP may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- e) Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- f) The TNHSP at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- g) TNHSP is not responsible for any misinterpretation of the provisions of this tender

document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.3. Language of the Bid

- a) The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.4. Bid Currency

- a) Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.5. Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- b) Not with standing anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek Bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.6. Force Majeure

- a) Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond the reasonable control such as:
- i. Natural phenomena including but not limited to earth quakes, floods and epidemics.
 - ii. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - iii. Accidents or disruptions including, but not limited to fire, explosions, break down of essential machinery or equipment, power and water shortages.

3.7. Arbitration

- a) In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Project Director, Tamil Nadu Health System Project (TNHSP) under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter. Arbitration detailed in clause: 7.11

4. Eligibility Criteria (EC)

- a) The Bidders should have the following Eligibility Criteria (EC) for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the EC in the Technical Bid. **If a Bidder fails to enclose the documentary proof for EC, their bid will be summarily rejected.**

S.No.	Eligibility Criteria(EC)	Documents to be submitted
4.1	The bidder should be registered under Company / Partnership / proprietary and must have 3 years of existence in India as on date of submission of bids.	(i) Copy of the Certificate of Incorporation/certificate of registration (registered partnership deed) attested by authorized signatory of the bidder and (ii) Copy of GST registration certificate and PAN allotment certificate issued by Income Tax department
4.2	The Bidder should own a minimum of 10 vehicles with Tourist Permit in his / her name or the Firm's or in Partners Name.	Copy of Registration Certificates for minimum 10 vehicles with Tourist Permit in his/her name or the Firm's / or in Partners Name should be enclosed.
4.3	The Bidder should have 3 years of experience in the Vehicle Hiring business in India as on 31.03.2024	Copy of Vehicle hiring work order received from any Organization in India on or before 31.03.2024.
4.4	The Bidder should have an average annual turnover of at least Rs.1(One) Crore during last three financial years 2021 - 2022, 2022 - 2023 and 2023-2024.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 financial Years or Certificate from the Chartered Accountant. For FY 2023-2024, provisional statement is accepted.
4.5	The Bidder should have executed minimum 3 work orders for Vehicle Hiring for Government departments / PSUs/Government owned Agencies / Private	Relevant copies of 3 Work Orders out of which copy of at least One Single work order of at least Rs.30 lakhs per annum for Vehicle Hiring for Government / PSUs/ Private

	Organizations in the state of Tamil Nadu, out of which, the bidder should have executed at least One (1) single order worth of at least Rs. 30,00,000/- (Rupees Thirty Lakhs only) per annum for Vehicle Hiring for Government / PSUs / Private organizations in Tamil Nadu in the last 3 Financial Years as on 31.03.2024	Organizations in Tamil Nadu in the last 3 Financial Years as on 31.03.2024 along with performance certificate from the Client.
4.6	The Bidder should have at least one office in Tamil Nadu	The copy of Property tax bill / Electricity Bill / Telephone Bill /G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof.

The bidders who have submitted required documents and meet the eligibility criteria (EC) as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall only be eligible for financial bid (price bid) opening. Those bidders who fail to meet the EC listed above would not be considered for financial bid (price bid) opening and would be rejected at this stage itself.

5. Bid Preparation and Submission

5.1. Cost of Bidding

- a) The Bidder should bear all costs associated with the preparation and submission of Bids. TNHSP will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2. Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode. The EMD of the unsuccessful Bidders will be auto-refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TNHSP till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- b) The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c) The EMD amount will be forfeited by TNHSP, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contractor the Successful in Bidder fails to remit Security Deposit within the respective due dates.

5.3. Letter of Authorization

- a) A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise the Bids will be summarily rejected.

5.4. Two Part Bidding

- a) Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.4.1. Technical Bid

- a) The first part relates to technical bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions / instructions as well as the statement of compliance consisting of the

following.

- i. A Letter of Undertaking (as per the format given in this RFP) in company's letter head in PDF and letter of authorization
- ii. Copy of this Tender Document (with corrigendum if any), supporting documents for Eligibility Criteria (EC) as .rar file (Zipped) have to be submitted.

5.4.2.Financial Bid

- a) Second part relates to financial bid which should be submitted in the Bill of Quotation (BoQ) as given in the Tender.
- b) The rate quoted by the bidder in the financial bid should be the cost inclusive of rent, fuel, lubricants and other consumables, driver Batta, other charges levied on outstation trips. No other charges will be allowed by the TNHSP other than hire charges quoted. The rate is for the successful implementation of scope of work mentioned in the clause 8 of this RFP.
- c) The rate for outstation trips with minimum kilometer required to be done should be inclusive of permit charges and other charges in connection with outstation trips.
- d) Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the bids will be summarily rejected.
- e) The rates quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- f) The bidder should keep the rates firm during the period of contract, except for the price escalation in strict accordance with Clause 8.15(7) and as per the formula mentioned in Cl.8.18.
- g) The lowest rate quoted in the price schedule will be considered for evaluation.
- h) EVALUATION - Each item of "Description" under the financial bid (Price bid) would be taken as One Unit and the "RATE IN FIGURES (In Rupees)" together with the actual GST would be summed up under each of the above Schedules and the Grand Total of all the Schedules would be taken as the Financial bid (Price Bid), for evaluating the bids and arriving at the L-1bidder.

5.4.3.Details of the Documentary proofs to be enclosed.

Letter of Undertaking		
A Letter of Undertaking in company's letter head		1
This Tender Document (RFP)		
This Tender Document (RFP) along with corrigendum if any		1
Eligibility Criteria (4.1)		
1	Copy of documentary proof for clause 4.1.1as PDF	6 (All these PDF have to be placed in a folder before submission)
2	Copy of documentary proofs in chronological order for clause 4.1.2 as merged PDF	
3	Copy of documentary proofs for clause 4.1.3 as merged PDF	
4	Copy of documentary proof for clause 4.1.4 as PDF	
5	Copy of documentary proof for clause 4.1.5 as PDF	
6	Copy of documentary proof for clause 4.1.6 as PDF	
Price Bid		
Bill of Quotation (BoQ)		1
Total		9

Note:-Under Technical bid = 8 documents

Under Financial (Price) bid = 1document (pre-defined template)

5.5. Bid closing date and time

- a) Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

6. Tender Opening and Evaluation

6.1. Technical Bid Opening

- a) The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNHSP (if any).

NOTE:- If the date fixed for opening of the tender happens to be a Government holiday, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

6.2. Tender Validity

- a) The offer submitted by the Bidders should be valid for a minimum period of 30 days from the date of opening of the Tender.

6.3. Initial Scrutiny

- a) Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- i. Received without the Letter of Undertaking (as per the format given in this RFP) & Letter of Authorization and Tender document
 - ii. Received without EMD amount
 - iii. Found with suppression of details
 - iv. Within complete information, subjective, conditional offers and partial offers
 - v. Submitted without support documents as per the EC
 - vi. non-compliance of any of the clauses stipulated in the Tender
 - vii. lesser validity period
- b) All responsive Bids will be considered for further evaluation. The decision of TNHSP/ Government will be final in this regard.

6.4. Clarifications

- a) When deemed necessary, TNHSP shall seek bona-fide clarifications on any aspect from the Bidder only through www.tnhsp.tn.gov.in under Short Fall of Documents sections in TNHSP website. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted.

During the course of Technical Bid evaluation, TNHSP may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TNHSP as stated above, such Bids may at the discretion of TNHSP, shall be rejected as technically non-responsive.

6.5. Tender Evaluation

6.5.1. Suppression of facts and misleading information

- a) During the bid evaluation, if any suppression or misrepresentation is brought to the notice of TNHSP, TNHSP shall have the right to reject the bid and if after selection, TNHSP would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNHSP shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the EC. Otherwise, TNHSP at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2. Technical Bid Evaluation

TSC will examine the technical bids as per Cl.4 – Eligibility Criteria given in the Tender document. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation of financial bids will not be carried out for such bidders. The eligible Bidders satisfying all the criteria in cl. 4 alone will be considered for financial bid opening. The decision of TNHSP will be final in this regard.

6.5.3. Financial Bid Evaluations

- a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).

- b) All the taxes indicated in the financial bid will be taken for the financial evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) Bidders should quote for all the items. Failure to submit the rates for all the items or partial offer will be liable for rejection of the bid itself. The decision of TNHSP will be the final.
- d) Bidders who satisfy the EC (Cl.4.1) and quoted the lowest rate (L1) as per the Evaluation procedure given below would be declared as the successful (L1) bidder.

EVALUATION PROCEDURE - Each item of "Description" under the financial bid (Price bid) would be taken as One Unit and the "RATE IN FIGURES (In Rupees)" together with the actual GST would be summed up under each of the above Schedules and the Grand Total of all the Schedules would be taken as the Financial bid (Price Bid), for evaluating the bids and arriving at the L1bidder.

6.6. Negotiations

- a) Negotiations will be conducted with the successful (L1) bidder for improvement in the scope of work, specification, further reduction in bid price and advancement of delivery schedule.

6.7. Award of Contract

- a) Award of Contract (Letter of Acceptance) shall be issued TNHSP to the successful (L1) bidder. After acceptance of the tender and LOA issued by TNHSP, the successful bidder (L1) shall have no right to withdraw their tender or claim higher price.
- b) No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained or paid on this account.

6.8. TNHSP reserves the right to:

- a) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998

- b) Inspect the bidders' premises/Company before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
- c) With hold any amount for the deficiency in Quality/Service aspect rendered during the contract period.
- d) Accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances.

7. Execution of Contract

7.1. Payment of Security Deposit (SD)

- a) The successful (L1) bidder shall have to furnish a Security Deposit (SD) for 5% of contract value by way of demand draft or banker's cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 12 months from the date of acceptance of the tender on receipt of confirmation from TNHSP. The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNHSP. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by TNHSP from time to time during the execution of work and after 3 months from the completion of contract period. The Security Deposit held by TNHSP till it is refunded to the successful bidder will not earn any interest thereof.
- b) The EMD/Security Deposit will be forfeited if the successful bidder withdraws the bid during the period of bid validity specified in the tender or if the bidder fails to sign the contract.

7.2. Execution of Contract

- a) The successful bidder should execute a Contract in the INR100 non-judicial

stamp paper bought in Tamil Nadu in the name of the TNHSP within 10 working days from the date of letter of acceptance issued by TNHSP with such changes/modifications as may be indicated by TNHSP at the time of execution on receipt of confirmation from TNHSP.

- b) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNHSP. TNHSP reserves its right to cancel the LoA either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 10 days, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the successful bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNHSP and also TNHSP have the right to recover any consequential losses from the Successful Bidder.

7.3. Release of Work Order

After the payment of Security Deposit and execution of the Contract by the successful bidder, TNHSP will issue the Work Order(s) to the successful bidder for commencement of the work.

7.4. Refund of EMD

- a) The EMD amount paid by the Successful Bidder will be adjusted towards security deposit payable by them. If the Successful Bidder submits security deposit for the

stipulated value, the EMD will be refunded. The EMD amount of the unsuccessful bidder(s) will be auto-refunded upon finalization and issue of LoA to the successful bidder.

7.5. Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the successful bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNHSP and the tender will be held void.
- c) If the successful bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNHSP.

7.6. Termination of Contract

7.6.1. Termination for default

- a) TNHSP may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any or all of the service within the time period(s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by TNHSP; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of TNHSP, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event TNHSP terminates the Contract in whole or in part, TNHSP may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TNHSP for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

7.6.2. Termination for Insolvency

- a) TNHSP may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNHSP.

7.6.3. Termination for Convenience

- a) TNHSP may by written notice, with a notice period of fifteen days sent to the successful bidder, TNHSP may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNHSP's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful bidder is not entitled to any compensation whatsoever.

7.7. Manager

- a) The successful bidder should nominate and intimate TNHSP, a Manager who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Manager fully familiarizes with the RFP, Contract and deliverables.

7.8. Assigning of Tender whole or in part

The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The successful bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of

TNHSP.

7.9. Liquidated Damages (LD)

- a) The vehicle is to be made available at any time as and when required (including Sundays and public holidays). In case of non-availability of vehicles penalty of Rs.1000/- per day shall be imposed in addition to deduction at pro-rata basis for that day. (The intimation to driver and/or bidder about requirement of vehicle and non-availability of vehicle within one hour of intimation is sufficient to impose the penalty.)
- b) In case of break down, vehicles have to be replaced by other vehicle (of similar type or higher) immediately within one hour. In case of non-availability of suitable vehicle (of similar type or higher) within one hour, a penalty up to Rs.500/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds two times in a month, a penalty of Rs.1000/-per breakdown shall be imposed.
- c) Same vehicle and driver shall be provided on all days except during breakdown /maintenance of the vehicle.
- d) The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.
- e) Notwithstanding anything contained in this clause, TNHSP reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of TNHSP for a minimum period of five years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

7.10. Other Conditions

- a) TNHSP reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNHSP for good and sufficient reasons.

7.11. Arbitration and Jurisdiction

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contractor breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the MD, TNHSP.
- b) If the sole arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Sole Arbitrator shall be appointed by the MD, TNHSP. The Sole Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. Neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- d) The Sole Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e) The venue of the arbitration shall be Chennai and language English. The fees of

the sole arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

- f) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act,1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- g) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8. Scope of Work

8.1 Requirement:

The bidder must provide Vehicles (Cars) for the use of the officers and official use of TNHSP, Chennai for their daily official work and carrying Officers/Guest or other dignitaries. They may also be required for other types of journey such as carrying officials on outgoing trips etc., the number of cars required at present is 10 Nos. (10 Nos. Sedan or equivalent cars) for O/o MD, TNHSP, Chennai. However, TNHSP, reserves the right to increase or decrease the number as per the requirement. The period of contract is for one years and can be extended to for further 1 year with the same terms and conditions and with the existing contract rates (including price escalations as defined in the RFP) on mutual consent.

8.2 Model & Technical specifications:

The vehicle shall not be older than 2020 and shall be supplied for the use of TNHSP in Chennai after the issuance of work order. All the cars should comply with the following:

- i. Motor Vehicle Act
- ii. Metal body and roof
- iii. Must possess a valid Tourist Permit.
- iv. Must satisfy Pollution Control norms.

8.3 Documents required:

The copies of the following should be enclosed for all the vehicles,

- i. RTO Registration Certificate

- ii. Valid Tourist Permit
- iii. Live Fitness Certificate
- iv. Live Comprehensive Insurance Policy
- v. Valid Pollution Control Certificate.

8.4 Ownership:

The Bidder should either own the vehicle or should have valid agreement entitling him to use the vehicle(s) or an arrangement with supplier of the vehicle and enclose copies of documentary evidence along with the offer and produce original documentary evidence before placement of order. However, the Bidder only would be responsible for the fulfillment of the contractual obligations/conditions.

8.5 Use of vehicle:

- a. For the Tamil Nadu Health Systems Project -Tamil Nadu will use the vehicle on all days or as per the need be. The bidder should indicate his price in the BOQ (pre-defined template) for all the categories.
- b. In case of a breakdown, the bidder shall give a replacement vehicle which must meet the tender conditions to the satisfaction of the competent.
- c. If the bidder desires to continue with operation of any replacement vehicle, he/she must submit valid agreement entitling him to run the vehicle and enclosing all necessary documentary evidence.
- d. In case of any breakdown while in use for local trips, a replacement vehicle should be arranged within 60 minutes time. In case of breakdown during outstation trips, the expenditure incurred for transportation by the TNHSP officials shall be deducted in the subsequent bills.
- e. The trip shall be calculated from the starting point of vehicle using officer and dropping place of the officer.

8.6 Drivers-Licenses

- i. Drivers must have attended three days refresher course conducted by the Institute of Road Transport (IRT) Taramani and the certificate issued by IRT shall be furnished before issuing workorder.
- ii. Drivers with minimum 5 years' experience in driving Light Motor Vehicles and

also possessing an unblemished record shall be employed.

- iii. The owner shall furnish the Driver's Fitness Certificate for driving light motor vehicles issued by the Govt. Medical Officer.
- iv. The owner shall produce the credentials towards drivers experience in driving four-wheeler vehicles.
- v. Drivers with a minimum age of 23 years would alone be engaged and maximum age should not have crossed 60 years. Credential for the age shall also be furnished.
- vi. Driving license should be available always with the Driver and Xerox copy of the same should be handed over to the officer's concerned.
- vii. It is the duty of the Bidder to arrange for a standby Driver, with valid license, in case of the original drivers is not turning up for duty for driving the vehicle without any stoppage.
- viii. The Driver should wear white uniforms while on duty, otherwise a fine of minimum Rs.100/- will be imposed on each occasion and deducted from the Bidder's bill.
- ix. The bidder should issue photo identity card to the driver and they should always carry it with them, while on duty.
- x. The original driving License should be produced to the Officers concerned of TNHSP for verification.
- xi. The bidder shall abide by all Local Administration/Municipal/State/Central laws and regulations.
- xii. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and "misbehavior" by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the TNHSP.

8.7 Change of driver:

The change of driver would be permitted only when the substitute driver satisfies the above conditions of driver's appointment with the concerned TNHSP. Alternatively, the Bidder may get approval from the TNHSP for a panel of drivers to be appointed so that the drivers may be substituted immediately.

8.8 Distribution of vehicles:

- a) The TNHSP reserves the right to allot any vehicle to any Officers of the TNHSP. The TNHSP also reserves the right to re-allot the vehicle as per the need at any point of time. In case if the bidder refuses to take up the given work, the TNHSP reserves the right to remove the vehicle from the contract and EMD/SD paid will be forfeited. Demand for plying for only a particular Officer, will result in cancellation of the work order.
- b) The Bidder should have the capacity of providing vehicles as and when required by this TNHSP and he/she should specify the number of available vehicles in the tender itself.
- c) The TNHSP reserves the right to accept or reject any tender partly or wholly without assigning any reason and also reserves the right to place orders with any Bidder for all vehicles offered by him or for any lesser number.

8.9 Change of model

The successful Bidder should provide cars as per the work order and he/ she should not change the model without prior approval from TNHSP. The approval should be for different cars of same model or higher model. If done without prior approval, per day penalty of Rs.1000 may be levied or order maybe cancelled and EMD be forfeited and the bidder would not be allowed to participate in any future tenders for one year period.

8.10 Permit:

The model of vehicle quoted by the bidder should have tourist permit valid for the entire contract period. If not, the bidder should get the permit before entering in to the contract.

8.11 Discipline:

- i. The Bidder is fully responsible for perfect discipline and good conduct of the Driver of the vehicle without giving room for any complaint from Officer in charge or TNHSP (or) from general public. The bidder shall change the Driver if ordered to do so by competent authority and the competent authority's decision in this regard shall be final and shall not

be questioned by the Bidder.

- ii. The vehicle should run within the speed limit as prescribed in traffic rules.
- iii. No TNHSP employee shall directly or indirectly engage himself or permit any member of his/her family to engage in any contract or trade, business or other transaction with TNHSP. If it is noticed, the contract would be liable for termination immediately without any notice and disciplinary action would be taken against the employee.
- iv. The Bidder shall ensure that the Drivers adhere to all traffic regulations etc., in case of any violations there by inviting any legal action by police or others, the bidder shall be wholly responsible for damages and department will have no binding on that.
- v. The vehicle sent to officers should be in good condition and cleaned every day before it arrives to perform duty. There should not be any dust/dirt on the car or on the seats.
- vi. The Driver should be instructed to come in clean uniform cleanly shaven with name badge and not to sleep or chit chat inside the vehicle when the vehicle is not in use.
- vii. The behavior of the driver should be polite and should have good manners.
- viii. The bidder or the driver engaged by the bidder should not initiate or indulge in agitation, non plying of services or taking part in strike for any reasons. Such act will liable for cancellation of work order, for forfeiture of EMD/SD and forfeiture of payment due to the bidder if any without any notice.

8.12 COVERAGE OF MOTOR VEICLES ACT:

- a) The vehicle lent on hire should be covered under M.V. Act 1988 and no payment will be made for the vehicles not covered under the said act.
- b) The Vehicle should also satisfy the norms prescribed by Pollution Control authorities.

8.13 Working hours:

- i. The vehicle should be sent in time as per the instructions of the vehicles using officer.
- ii. If any complaint is received from the vehicle using officer regarding delay in getting vehicles/ insisting for early leaving by driver regularly, a fine of Rs.100/- will be imposed on each occasion. Suitable action to terminate the contract of the vehicle will be taken if such complaints are received more than 2 times in a month.
- iii. The driver earmarked for the duty should not have any other contractual obligations for rest of the day.

8.14 Damage:

- a) Utmost care should be taken to avoid accidents. The bidder will be responsible for all liabilities due to accidents or damages caused to any properties including loss of life of any public or employee of TNHSP or Bidder's employee.
- b) In case of fatal accidents, the vehicle will be stopped from operation and the work order of the vehicle concerned will be cancelled immediately without any prejudice. For all other minor accidents, the vehicle will be stopped from operation for minimum of 2 days. The bidder should immediately substitute the vehicle to avoid dislocation. Replacement for the cancelled vehicles should be provided immediately as per TNHSP terms and conditions.

8.15 General instructions to the bidder: -

- I. "Full Day" would imply normally for a run of the Car at **12 hours duration and up to 100 Kilometers per day.**
- II. Bidder shall maintain a logbook of duty performed in scheduled format given by TNHSP.
- III. Duty Slip for each duty performed as prescribed should be followed and submitted along the bill. Meter reading for the purpose of payment will start/terminate from the point of TNHSP Office / Residence of the Officer to the

point of TNHSP Office/Residence of the Officer.

- IV. Cars to be provided by the Bidder should be in perfectly Good running condition and suitable for use. Driver should be in proper uniform, well-versed with knowledge of Chennai/Respective District routes and places and should be courteous, well and soberly behaved to the officials/guests, should have a mobile connection with him in working condition.
- V. No mileage will be allowed for car to be taken outside of the office premises by the driver for his lunch/tea. Driver should carry his own lunch etc., and should not leave the office premises without permission of the competent authority.
- VI. Payment will be made after the bills are cleared by the TNHSP. Office, which is expected to take three weeks' time on an average from the date of submission of Bills.
- VII. Rates once finalized will be fixed during the period of contract. However, price escalation is applicable only based on Fuel price as per the Clause 8.18.
- VIII. The period of contract may be extended on the same finalized terms and conditions for a further period upto 1 year at the discretion of the TNHSP.
- IX. All the Cars should be covered under Comprehensive insurance, In any circumstances, if the hired Car is involved in an accident resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1988 and IPC, the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law. The Successful Bidder shall solely responsible for any such or other legal or financial implications.
- X. The employment of drivers and payment of wages thereof as per existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach

of this contract. TNHSP may ask the bidder to produce documents to verify that the bidder complies with these provisions/laws.

- XI. As and when desired by the hirer, the bidder shall submit the proof of Service Tax /ESTIEPF deposit and any other document showing the concerned Govt. Authority, to TNHSP.
- XII. The Bidder shall assign the job of driving of hired vehicle only to Qualified Experienced Licensed Drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. TNHSP shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to TNHSP have to be compensated by Bidder.
- XIII. The frequent change of driver will not be allowed. In case of any change a prior approval has to be obtained from TNHSP office.
- XIV. The Cars should be offered for hiring within 3 days from the date of issue of work order. The vehicle Registration No. along with the original certificates, insurance, tourist permit, details of drivers as per the conditions stipulated above should be furnished at the time of offering vehicles for hiring to the TNHSP.

8.16 Payments

- I. The payment will generally be settled within 21 days from the date of receipt of bills.
- II. The bills in duplicate with statement containing the details viz. date of travel, vehicle No. Name of the officer, name of the District, Places Travelled (detailed), total km., total hours and the amount with trip sheets duly signed by the vehicle using officer and advance stamped receipt should be furnished to the Mission Director, TNHSP. In the trip sheets, there should not be any overwriting / corrections, if so they should be attested by the Vehicles using Officer. The trip sheet should be closed daily by the Vehicle using Officer with

the seal of the Officer. The same should be mentioned in the certificate also.

- III. Each bill shall have a certificate from the official stating that Drivers permitted to run the vehicle are as per the terms and conditions,
- IV. The mode of payment will be through Electronic Clearance System (ECS) or crediting in the account of the respective bidder for which bank name, Branch, type of account, account No., etc. or the cancelled cheque should be furnished.
- V. Income Tax: As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc, and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).
- VI. The Successful Bidder hereby agrees to get the refund of incentive, if the Government or any other appropriate agency reduces the Excise duty or GST or give incentive of any type retrospectively after releasing the Payment failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- VII. Penalty amount if any, will be adjusted in the payment due to the TNHSP.
- VIII. All taxes and other levies imposed by Governments in India will be paid actual as applicable.

8.17 Rate

- a) The rate should be firm for the entire contract period except for the adjustment (price escalation) in the cost of fuel diesel as mentioned in Clause 8.15(7) and as per the formula mentioned in Cl. 8.18 and shall be inclusive of cost of fuel, crew salaries, maintenance, tax, insurance, Fitness Certificate, etc. No other charges will be allowed by the TNHSP other than the hire charges mentioned.
- b) However, any new tax liability or increase/decrease in the existing tax liability due to change in law after the due date for submission of tender will be at TNHSP's account.

8.18 Price Escalation: The cost of diesel per liter prevailing on the third day prior to the due date of opening of tender **i.e.....**shall be the basis for the hiring charges per trip quoted by the Bidders.

No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract, for any increase or decrease in cost of diesel, proportionate increase/decrease in rate per trip will be considered if the cumulative increase/decrease is more than 25% of the base price as on tender date. Price escalation will be effective from the date on which cumulative increase/decrease crosses the 25 % mentioned above. Subsequent price increase/decrease will also be effective with further increase/decrease occurs over 25% of base price effective from the date of event. The following Price adjustment clause applicable for Hiring cars shall be considered.

$$V_f = \{ (0.85 \times P_f) \times (R \times (F_I - F_O) / F_O) \}$$

V_f = Increase or decrease in the hire charges per trip during the quarter under consideration due to change in the rate of fuel.

F_O —The official retail price per litre of High-Speed Diesel (HSD) at the existing consumer pumps of IOC at Chennai on the third day prior to the date of opening of tender.

F_I = The new official retail price per litre of INR at the existing consumer pumps of IOC at Chennai, for the 15th day of the middle calendar month of the quarter under consideration.

R = Settled Hire charges per trip for each capacity

P_f - Percentage of Fuel component has been fixed as 25% for Hiring of cars

APPENDIX-I: Bank Guarantee Format

(To be executed in Rs.100/-Stamp Paper)

To
The Project Director,

Tamil Nadu Health Systems Project,
DMS Annex Building, 359, Anna Salai,
Teynampet,
Chennai-600006.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favor of PD,TNHSP, registered under Societies Act and wholly owned by Government of Tamil Nadu and having DMS Annex Building, 359, Anna Salai, Teynampet, Chennai-600 006 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs. _____/-(Rupees _____ Only) as per the request of M/s. having its office address at _____(hereinafter referred to as "Successful Bidder") against Letter of Acceptance reference _____ dated ____/____/____ of M/s Project Director for **Hiring of vehicles (on contract basis) for officers and official use of TNHSP at Chennai for a period of one years.** This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs. _____/-(Rupees _____ Only) and the guarantee shall remain in full force up-to _____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before _____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalized Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs. ___/- (Rupees___Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs. _____/- (Rupees_____Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount not withstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until _____months from the date of Bank Guarantee.

Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs. _____/-(Rupees_____Only). This Bank Guarantee shall be valid up to months from the date of Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____.

In witness where of the Bank, through its authorized Officer, has setits, hand and stamp on this.....at.....

Witness:

(Signature)

(Name in Block Letters)

APPENDIX II: Model Contract/Agreement

(To be executed on a Rs.100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This CONTRACT is made at Chennai on the.....day of 2024

BETWEEN

National Health Mission- Tamil Nadu, registered under the Tamil Nadu Societies Registration Act 1975 and having DMS Annex Building, 359, Anna Salai, Teynampet, Chennai-600 006, being the Service recipient (hereinafter referred to as "TNHSP" which expression shall unless repugnant to the context mean and include its successors and assigns) on Behalf of National Health Mission-Tamil Nadu of the FIRST PART.

AND

....., a firm represented herein by, agedyears and having its Registered office at(hereinafter referred to as "Successful bidder" or "Selected Agency" which expression shall unless repugnant to the context mean and include its successors and assigns) of the SECONDP ART.

Whereas, TNHSP invited a tender vide **Tender Ref: Ref.No./P2/2024** for Hiring of vehicles (on contract basis) for officers and official use of TNHSP at Chennai for a period of one year as per the scope of work and the terms and conditions prescribed in the Tender document.

Whereas TNHSP and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

NOWTHEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

- 1) This Contract shall remain in force during the Contract period of one year as per the Deliverables and Scope of work from the date of signing of this contract.
- 2) The Successful Bidder agrees to deliver the services as per the scope of work and terms and conditions mentioned in Clause 8 of this Tender document (RFP) within the stipulated period prescribed by TNHSP at the cost arrived at in the Financial (price bid) bid. This cost is firm and not subject to enhancement except for the price adjustment clause mentioned in Cl.8.18.
- 3) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNHSP.
- 4) Neither TNHSP nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - a) Natural phenomena including but not limited to earth quakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
 - c) Accidents or disruptions including, but not limited to fire and explosions.
- 5) The Tender (RFP) document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the finalized Terms and Conditions and the LoA / Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.
- 6) Liquidated Damages (LD) – as per clause 7.9 of this RFP
- 7) Payment Terms – as per clause 8.16 of this RFP
- 8) The Successful Bidder shall be liable and /or responsible for the compliance of all Statutory Provisions, especially those relating to Labour Laws in respect of this (for drivers) Contract.

9) Any notice from one party to the other given or required to be given here under shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attention so such other person or persons as may hereafter be designated by like notice here under and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

10) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNHSP reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.

11) Termination of Contract – as per clause 7.6 of this RFP

IN WITNESS WHERE OF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above

Signed by:

(Name and designation) For and on behalf of TNHSP

(FIRST PARTY)

Signed by:

(Name and designation) For and on behalf of Selected Agency (Successful bidder) (SECONDPARTY)

WITNESSES:

1. (for FIRST PARTY)

2. (for SECOND PARTY)

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE in Figures To be entered by the Bidder including 5% GST per Vehicle Rs. P	TOTAL AMOUNT	TOTAL AMOUNT in Words
1	2	4	5	13	53	55
1	Rate per Day					
1.01	Rate for 12 hours and upto 100 kms - AC Sedan type	1.000	Nos		0.00	INR Zero Only
1.02	Rate for 12 hours and upto 120 kms - AC Sedan type	1.000	Nos		0.00	INR Zero Only
1.03	Rate for 24 hours OUTSTATION from Chennai and minimum 350kms - AC Sedan type	1.000	Nos		0.00	INR Zero Only
1.04	Extra rate per km of distance - AC Sedan type	1.000	Nos		0.00	INR Zero Only
1.05	Extra rate per hour of time - AC Sedan type	1.000	Nos		0.00	INR Zero Only
1.06	Rate for 12 hours and upto 100 kms - AC SUV (Innova Crysta)	1.000	Nos		0.00	INR Zero Only
1.07	Rate for 12 hours and upto 120 kms - AC SUV (Innova Crysta)	1.000	Nos		0.00	INR Zero Only
1.08	Rate for 24 hours OUTSTATION from Chennai and minimum 350kms - AC SUV (Innova Crysta)	1.000	Nos		0.00	INR Zero Only
1.09	Extra rate per km of distance - AC SUV (Innova Crysta)	1.000	Nos		0.00	INR Zero Only
1.1	Extra rate per hour of time - AC SUV (Innova Crysta)	1.000	Nos		0.00	INR Zero Only
2	Rate per Month - AC Sedan type					
2.01	Rate for 12 hours per day, 26 days and 1500kms per month	1.000	Nos		0.00	INR Zero Only
2.02	Rate for 12 hours per day, 26 days and 2000 kms per month	1.000	Nos		0.00	INR Zero Only
2.03	Rate for 12 hours per day, 26 days and 2500 kms per month	1.000	Nos		0.00	INR Zero Only
2.04	Extra rate per km of distance	1.000	Nos		0.00	INR Zero Only
2.05	Extra rate per hour of time	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	