



Ministry of Labour & Employment, Govt. of India
Employees' State Insurance Corporation
INDIRA GANDHI E.S.I HOSPITAL, Delhi-110095
ISO -9001:2008 CERTIFIED
Tele: 011- 22151329, Fax: 011- 22167518
Email: ms-delhi@esic.in, ms-dl@esic.in



DMH/JMW/17/13/2013/S.Car/Estate

Date: 18.05.2017

E-TENDER NOTICE FOR PROVIDING STAFF CAR ON CONTRACT BASIS AT I.G. ESI HOSPITAL JHILMIL, DELHI-110095

The I.G. ESI Hospital, Jhilmil, Delhi-110095, a 300 bedded hospital, under Ministry of Labour & Employment invites E-tenders in single bid system through “E” procurement solution from reputed staff car service providers/ agencies for a period of two years. Tender documents are available on line from 18.05.2017 at <https://esictenders.eproc.in>. Bidders need to deposit an amount of Rs. 20000/- as earnest money deposit in the form of demand draft drawn in favour of “ESI Fund A/c no.1” payable at New Delhi to be dropped in the tender box kept at the reception counter of the administrative block of the hospital latest by 09.06.2017 upto 1:00 p.m.

The interested bidders are required to upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & financial bids on the <https://esictenders.eproc.in> latest by 09.06.2017 up to 1:00 p.m. The bids will be opened online on 19.06.2017 at 2:00 p.m.

Tender documents are also available for viewing on the website www.esic.nic.in

Medical Superintendent

Schedule of E-tender notice:

Date and time of issue/ publishing of tender document: 18.05.2017

Last date and time for receipt of bids: 09.06.2017 upto 1:00 p.m.

Last date of Physical Submission of EMD: 09.06.2017 upto 1:00 p.m.

Date and time of opening of technical bids: 09.06.2017 at 2:00 p.m.

Date and time of opening of financial bids will be intimated later on by the department.

Estimated tender cost: 8.64 lakh

Place of opening of tender: Committee hall, Administrative block, I.G. ESI Hospital Jhilmil, Delhi-110095.

Bid validity period: 180 days

In case of any of the above dates are declared holiday, the tender will be accepted/ opened on next working day at the same time.

Important Instructions for Bidders

All bidders/contractors are required to procure Class-III B Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders.

Bidder should get Registered at <https://esictenders.eproc.in>.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s. C1 India Pvt. Ltd. payable at New Delhi for participating in the Tender.

Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).

The payment should reach at the below mentioned address, one day before the due date and time of Bid Submission:

Kind Attn: Mr. Mohit Chauhan

C1 India Pvt. Ltd.

301, Gulf Petro Chem Building, 1st Floor,

Udyog Vihar, Phase – 2,

Gurgaon, Haryana - 122015

Note: Payment will be Approved only after physical receipt of Demand Draft.

Part -I Scope of Work

1. The Tenderer shall provide One Staff car of make not prior to 2017. The vehicle provided should be a sedan (Range of models like Maruti Suzuki Ciaz/ Toyota Etios/ Hyundai Verna/ Honda City/ Nissan Sunny).
2. The Staff car should be in excellent condition.
3. The Staff car is required for I.G. ESIC Hospital, Delhi-110095 and may have to visit Delhi/ NCR. The Staff cars may also be used for purpose not expressly specified in the Tender document and may have to go outside in addition to the areas mentioned above.
4. In case the Staff car breaks down en-route, the contractor shall immediately arrange alternate Staff car. Any failure to provide alternate Staff car of equivalent make within a reasonable time shall be considered as failure to provide the services and or breach of contract.
5. In case of non- availability of Staff car for whatever reason, the ESIC Hospital would make alternative arrangement on its own and expenditure so incurred shall be recovered from the monthly bill of the Tenderer or from the Security Money Deposit or both, besides deduction of Rs 2000/- as penalty for each default.
6. The Tenderer shall provide a mobile phone to the driver at the cost of tenderer. Further the mobile numbers would compulsorily be intimated to the Security/Administration department on duty in writing.
7. The contractor/successful bidder shall submit a copy of RC Book of the vehicle, Insurance papers, Driver's license and their mobile number to the Administration department of the Hospital within 15 days of award of contract (Letter of Award).
8. The bidder shall maintain a logbook keeping records of the movement of vehicles. Such records will be certified by person Authorized by the ESIC Hospital.
9. The distance will be calculated from the Hospital only and not from the garage/residence/office of the tenderer/contractor. Distance covered for fuelling or for repair and maintenance of the vehicle will not be taken into account for payment.
10. The contractor should have an office in Delhi further availability of contract person will be ensured.

Part- II. INSTRUCTIONS TO THE BIDDERS

1. E- Tender is invited from the registered agencies for providing staff car services for I.G. ESIC Hospital, Jhilmil on contract basis for a period of two years. The contract may be renewed for a further period of one year on mutual consent at the same rate, terms and conditions and subject to satisfactory performance of the contractor.
2. **The tenderers having a valid registration from NSIC are exempted from payment of Tender Fee/EMD as per single point registration scheme of Government of India.**
3. **Eligibility Criteria:**
 - a. The Tenderer should have the Registered / Branch Office in Delhi.
 - b. Shop and Estt. registration certificate or any other registration which is mandatory for running such Agency prescribed by the concerned authority from time to time.
 - c. Copy of PAN Number.
 - d. Copy of service tax number.
 - e. The Medical Superintendent reserves the right to modify or relax the eligibility criteria in case none of the tenderer is able to fulfill the required criteria. No relaxation will be given as far as statutory requirements are concerned.
4. **Bid Security/ Earnest Money Deposit (EMD), Security Money Deposit (S.M.D.):**
 - a. EMD for **Rs. 20000/-** in the form of Demand Draft from any nationalized bank drawn in favour of **“ESI Fund A/c No 1”** payable at Delhi, to be dropped in the tender box kept at the reception counter of the administrative block.
 - b. EMD shall remain valid for a period of 180 days.
 - c. A bid received without Bid security (EMD) shall be rejected at the bid opening stage.
 - d. The earnest money deposit (EMD) shall be refunded to the unsuccessful Tenderers after finalization of the contract. No interest is payable on the EMD.
 - e. EMD shall be refunded to the successful Tenderer on receipt of Security Deposit. EMD shall not be adjusted towards Security Deposit.
 - f. The bid security/EMD may be forfeited, if a Bidder withdraws his bid during the specified period of bid validity specified in the bid document.
 - g. In case of successful bidder, the EMD shall be forfeited, if the bidder fails to accept the offer of contract or Furnish the Performance security within the time specified in the document.
 - h. The successful bidder needs to deposit an amount of Rs. 50000/- (Fifty Thousand Only) as interest free security money deposit which will be returned after completion of the contract.
5. **Submission of Bid:**
 - a. The interested bidders are required to upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & financial bids on the <https://esictenders.eproc.in> latest by 09.06.2017 upto 1:00 p.m. . The bids will be opened online on 09.06.2017 at 2:00 p.m.
 - b. The Medical Superintendent, I.G.ESIC Hospital, Jhilmil, may, at his discretion, extend the deadline for submission of bids.
6. **The sealed envelope should contain the following:**

Earnest Money Deposit of Rs. 20000/- in the form of Demand Draft from a nationalized bank drawn in favour of **“ESI Fund A/c No -1”**, payable at New Delhi.
7. **All the entries/documents submitted in the bid must be legible and self-attested along with the seal of the firm. Any overwriting which is unavoidable shall be signed by the authorized signatory. Otherwise the bid will be rejected.**
8. **Bid Opening and Evaluation.**

The bid shall be opened in the conference room by the Officers authorized by the Medical Superintendent **on the due date and time** in the presence of the bidders or their representatives duly authorized by the bidder who wish to remain present. All the bids will be scrutinized and relevant documents will be checked for their eligibility.
9. **Contacting the officials**

No bidder shall try to influence the Hospital administration on any matter relating to its bid, from the time of the bid opening till the time contract is awarded. Any effort by the bidder to influence the Hospital administration in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

10. **Validity of the bid:** The tenders shall remain open for acceptance for a period of 90 days from the date of opening of tender.
11. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
12. Tenders received and found deficient on account of registrations documents or any required information are liable to be rejected summarily. No correspondence in this regard will be entertained.
13. The Tenders from Agencies/Firm/Organization including its Proprietors/ Partners/ Shareholders/ Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
14. The bidder shall submit full details of his Agency / firm or, if the bidder is proprietor /partnership or a Private Limited Company, full details of ownership and name of the Directors. If the bidder is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Hospital authority.
15. The bidder is expected to examine all instructions, Forms, Terms and conditions in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
16. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee and Earnest Money Deposit (EMD) will be summarily rejected.
17. Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
18. Non transferability: This tender is non transferable and can't be sublet or subcontracted.
19. Any conditional acceptance is liable for rejection of tender.
20. The Medical Superintendent, I.G. ESIC Hospital, Jhilmil, reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
22. The Medical Superintendent, I.G. ESIC Hospital, Jhilmil will award the contract to the successfully evaluated bidder whose bid is found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
23. The Contractor who has quoted the least rate against "monthly charges" shall be considered as the lowest Tenderer.
24. In case more than one bid quoting the same rates are received, the award of the contract will be decided on the basis of following:
 - A. First Priority will be given to new vehicle as per the year of purchase. If the vehicle is yet to be purchased then the year will be considered as "2017".
 - B. Second priority will be given to tenderer quoting lower rate in "Beyond km".
 - C. Third priority will be given to tenderer having more experience.
25. The successful bidder will be informed by Registered post or e-mail that his bid has been accepted (Hereinafter and in the condition of contract called the "Letter of Award").
26. The successful bidder will be required to execute an agreement in proforma Annexure IV within a period of 15 days from the date of issue of Letter of Award until extended by the Medical Superintendent, I.G. ESIC Hospital, Jhilmil on a non judicial stamp paper of Rs 100/-. All the expenditure in this regard should be borne by the bidder.
27. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Award" for an amount of Rs. 50000/- through a Demand Draft from a nationalized bank drawn in favour of "ESI Fund A/c No 1", payable at New Delhi. The Performance Security / Security Deposit shall be returned after two months of the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.
28. This Security deposit will not bear any interest of whatsoever kind.

29. Each page of the Tender document should be signed and stamped by authorized representative of Tenderer in acceptance of the terms and conditions laid down by ESIC.
30. Tender containing false, misleading information will be rejected and will also be liable for consequences for submitting false information.
31. The Medical Superintendent, I.G. ESIC Hospital, Jhilmil does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
32. Medical Superintendent, I.G. ESIC Hospital, Jhilmil may at his discretion, amend/modify the tender and/or extend the deadline for submission of tenders at any time prior to the last date for submission of Tenders. Medical Superintendent may for any reason at his own initiative may modify the Tender documents by amendment and information thereof will be uploaded on Corporation's website and shall be binding on all concerned.
33. In case the tenderer wishes to provide a new vehicle the same should be mentioned clearly in the space marked for "year of manufacture of staff car" in the bid.
34. The competent authority reserves the right to withdraw/relax any of the terms and conditions mentioned above.
35. The Medical Superintendent, I.G. ESIC Hospital, Jhilmil is the Competent Authority to renew Contract or to terminate contract.
36. All disputes relating to this tender can be legally resolved through court in Delhi only.

Part- III. TERMS & CONDITIONS

1. The vehicle offered should have all the facilities/potentialities supposed to be available in a standard Staff car. The Staff cars should be in excellent condition.
2. The Vehicle should be of a make not prior to 2017.
3. The driver engaged should have valid driving license and should be co-operative and amiable in nature.
4. The driver provided should not have any past history of criminal records or Alcoholism or Drug Addiction.
5. The driver employed by the tenderer/bidder shall have proper and valid driving licences and physical fitness certificate for driving as required by law and shall have mental fitness and satisfy all conditions as required by Transport Authority and should also have experience of driving four wheelers.
6. The drivers engaged should not be above 55 years of age. They should be supplied with a uniform in white colour by the bidder/contractor.
7. The duty timing of driver shall be 8:00 a.m. to 5:00 p.m. however the competent authority reserves the right to change the duty time as per requirement.
8. The staff car shall be parked in the hospital after the office hours.
9. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital. Further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
10. The Hospital shall not be under any obligation for providing employment to any of the driver of the contractor after the expiry of the contract. The Hospital does not recognize any employee-employer relationship with any of the workers of the contractor.
11. The contractor has to indemnify the ESIC against all claims, damages or compensation under the provisions of Central Minimum wages Act, 1948 and other Labour laws in force from time to time including Payment of Wages Act, 1936; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, ; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, or any modification thereof, Child Labour (Prohibition & Regulation) Act, 1986 or any reenactment or modification of the same and any other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule to the personnel deployed and all Acts related to Social Security (ESI & EPF etc), Service Tax wherever applicable & other Labour legislations, and such statutory orders from time to time. ESIC will not own any responsibility in this regard and the Contractor will be liable for any consequences resulting from violation of any such rule / provision.
12. The vehicle should have proper valid Registration Certificate, **commercial permit**, Road tax payment Certificate, Fitness, Insurance and shall be in running condition, without any trouble at all.
13. The vehicle offered should confirm to the Emission norms laid down by Pollution Control Board and should possess a valid "Pollution under Control" certificate issued from the authorities concerned during the contract period.
14. The vehicle offered for hire should be free from litigation as regards ownership is concerned and should possess no tainted history as rash driving, negligence or violation of traffic rule etc.
15. The vehicle should be kept ready for seven days a week without any kind of break. The Tenderer should arrange for replacement of vehicle of equivalent make in case of normal wear and tear/temporary out of service.
Any expenditure towards wear and tear, repairing would be borne by the Tenderer/bidder.
16. The vehicle offered should only run on fuel registered in the R/C during the currency of agreement, if it is found that the vehicle is run on any other fuel, the agreement will be terminated & Security Deposit will be forfeited.
17. No increase in rate shall be permitted during the period of contract on any account whatsoever. The tenderer should keep this in consideration while quoting the rate. The tenderer will be however paid toll tax, parking etc on actual basis on submission of payment receipt at the end of the month.
18. The condition of engine of vehicle should be good and adequate quantity of fuel should be provided by the Tenderer himself at his own cost.
19. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the Tenderer.
20. Any loss of property caused by the driver/vehicle would be recovered from the monthly bill of the Tenderer.

21. The Tenderer may note that in case of any failure or breach of the terms and conditions of contract which results in deficiency in services provided by the Tenderer thus leading to failure of providing services, the cost will be recoverable from the Tenderer in addition to attracting penalty.
22. Payment of wages and statutory obligations such as minimum wages etc., are to be mandatorily complied by the Tenderer. Statutory liability viz. ESI/EPF etc, would be solely borne by the Tenderer and no extra payment would be made on these accounts.
23. The Tenderer should quote the vehicle details that they are going to provide in the tender document itself. Bidders who are willing to offer new vehicle may also bid. In case such a bidder is successful, he shall provide the vehicle within 21 days from the date of award, failing which his EMD shall be forfeited. Such bidder should mention the same fact clearly wherever required.
24. The Tenderer should keep the staff car ready for inspection whenever called for. The Contractor should ensure the availability of staff car with drivers to maintain adequate service and in case of any breach of terms and conditions a penalty of Rs. 2000/- per incident shall be levied and deducted from the bill.
25. Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the ESIC shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other agreement with the contractor, should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the Hospital on demand the remaining balance due.
26. For any dispute regarding quality / service and rates the decision of the Medical Superintendent, I.G. ESIC Hospital, Jhilmil shall be final and binding on the Contractor.
27. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security/ Security Deposit.
28. The security deposit amount will be refunded to the contractor without any interest, after 60 days of completion of the contract subject to Satisfactory Performance of the Contract.
29. The Security Deposit will be forfeited if the bidder violates any of the conditions of this contract.
30. The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by the Medical Superintendent after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, Medical Superintendent reserves the right to cancel the work order and forfeit EMD and/or Security Deposit.
31. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited
32. The Competent authority reserves the right to terminate the contract in whole or in part by giving one month written notice, in advance, if the bidder fails to satisfy the conditions of this contract.
33. The payment of salary to the driver shall not be linked with the payment of bills of the staff car by this hospital.
34. Any dispute arising out of this contract shall be referred to the sole arbitrator appointed by the Medical Superintendent and the decision of the arbitrator shall be binding on both parties.
35. The agency shall submit the driver's character and antecedent verification report from the police, before deployment.

DECLARATION

1. I, Son / Daughter of Shri _____ Proprietor / Partner / Director / Authorized Signatory of is _____ competent to sign this declaration and execute this tender document.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing any false information / fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and any applicable statutory provisions like Provident Fund Act, ESI Act, Leave etc. and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation during the currency of contract if awarded.
3. I / We hereby agree to abide by all terms and conditions laid down in this tender document.
4. I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves to abide by the said terms and conditions. I / We shall provide Staff car services as per the terms and conditions of the Tender.
5. I / We hereby undertake that our party / firm is never debarred or blacklisted from any Govt. / Autonomous / Private or any other organization.
6. I / We hereby undertake that there is no pending legal case or liability towards our party / firm from any Authorities under any Law / Act.

Signature of authorized person

Date:

Full Name:

Place:

Company's Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Company, should be enclosed with Tender.

Bid for providing Staff car Service in ESIC Hospital, Jhilmil, Delhi.

Sr. No	Name of the Tendering company / Firm		
1	Name of owner / Partners / Directors		
2	Full Particulars of Office		
	A	Address	
	B	Telephone No.	
	C	Fax No.	
	D	E-mail Address	
3	Full Particulars Of The Bankers Of Company /Firm / Tenderers, with Full Address / Tel. No.		
	A	Name of Bank	
	B	Address of the Bank	
	C	Telephone No.	
	D	Fax No.	
	E	E-mail Address	
4	Registration Details		
	A	PAN/ GIR No.,	
	B	Shop and Estt. license	
	C	E.P.F Registration No., if applicable	
	D	E.S.I Registration No., if applicable	
	E	Service Tax No. if any	
5	Details of EMD		
	A	Amount (Rs.)	
	B	D.D. No. and Date.	
	C	Drawn on the Bank	
	D	Valid up to	

Annexure -III

1	Name of the Tenderer		
2	Make of the Staff car		
3	Year of Manufacture of Staff car		
	Fuel used in the Staff car		
5	Date from which vehicle can be provided		
6	Monthly charges for vehicle for 1000 KM. (All inclusive) in Rs.	Rate in figure	
		Rate in words	
7	Beyond 1000 KM, Rate per Kilometer:	Rate in figure	
		Rate in words	

Note: Rates quoted by the Tenderer should be all inclusive, including taxes if any. The tenderer shall bear all the expenditure to be incurred on Staff car.

LIST OF DOCUMENT ENCLOSED:-

1	Proof of office location – Shop & Estt licence or Trade licence
2	Licence proof for business- Shop & Estt licence or Trade licence
3	Service Tax Registration, if any
4	PAN Card
5	Cancelled cheque

- If the bidder is willing to apply for more than one model, he has to fill separate Annexure-III in respect of each model.

Signature of owner /Managing Partner / Director/Authorized Signatory

Date:

Name: Place:

Seal:

ANNEXURE - IV

CHECK LIST OF THE DOCUMENTS TO BE UPLOADED WITH THE TENDER

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender:

S.No.	Items / Documents	Confirm (Yes / No)
1	Tender Document fee	
2	Earnest Money Deposit	
3	Declaration as per Annexure – I	
4	Tender form Part I, II & III with Bid (Annexure II) with all pages serially numbered, signed and stamped on each page along with enclosures, if any	
5	Photocopy of PAN card of Firm / Proprietor / Managing Partner / Managing Director	
6	Photocopy of Sales Tax / VAT / Service Tax R.C./ Shops & Estt. Registration.	
7	Photocopy of valid Insurance Policy (In case vehicle is already purchased)	
8	Photocopy of R.C. Book (In case vehicle is already purchased)	
9	Photocopy of the Income Tax Return for the AY 2015-16, if any	
10	Experience cum Satisfactory Performance Certificate from clients where he / she had provided services, if any	
11	Tenderers Bank name, IFSC code and Branch along with a cancelled cheque.	

Place :

(Signature of the Bidder)

Date :

Name:

Company Seal

(To be submitted by successful bidder on a non-judicial stamp of Rs 100/- at the time of award of contract)

AGREEMENT

This agreement is made on the.....day of the month of _____ in 2017 between the I.G. **ESIC Hospital Jhilmil, represented by the Medical Superintendent** (hereinafter referred to as the “Hospital”) and M/s _____, having its office at _____, (hereinafter referred to as the “Contractor” which shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns.) WHEREAS, the Hospital is desirous of Staff cars Services and had invited tenders as per tender notice advertised on _____. AND WHEREAS, _____, has participated in the above referred tender vide their quotation dated _____ and the hospital has accepted their aforesaid tender and awarded the contract for Staff car Services for Hospital on the terms & conditions contained in the tender document which has been unequivocally accepted by the Contractor vide their declaration given as per Annexure- I of Tender document along with their bid.

NOW THEREFORE THIS AGREEMENT/DEED WITNESSETH AS UNDER:

AWARD OF CONTRACTOR

The Hospital has awarded the contract to the contractor for Staff car Service for ESIC Hospital Jhilmil on the terms & conditions contained in the tender document. The contract will take effect from _____, 2017 and will be valid for a period of **two** years which may be extended for a further period of one year based on satisfactory performance and with mutual consent.

CONTRACT DOCUMENTS

Following documents shall form an integral part of this Agreement, in so far as the same or any part thereof, to the tender documents.

For the sake of brevity, this agreement along with following contract documents shall be referred to as the “Contract”:

- Notice inviting tender for Staff car Service advertised on _____.
- Part- I Scope of Work.
- Part- II Instruction to the Bidders.
- Part- III Terms and Conditions
- Declaration as per Annexure- I.
- Bid in Annexure- II.
- Letter of award of contract & demand of Performance Security Deposit dt. _____.
- Acceptance of offer by the Bidder letter.

CONDITIONS & COVENANTS

- A.** The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this contract.
- B.** The scope of work shall also include all such items which are not specifically mentioned in the contract but reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract.
- C.** The Contractor shall adhere to all requirements stipulated in the contract documents.
- D.** Time is essence of the Contract and it shall be strictly adhered to.
- E.** This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms & conditions contained in this Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- F.** The total contract price for the entire scope of this contract is Rs. _____ (Rupees _____ only) upto 1000 km per Staff car and afterwards @ Rs. _____ (Rupees _____ only) per km.

NO WAIVER OF RIGHTS

Hospital's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

GOVERNING LAWS AND JURISDICTION

The Laws applicable to this contract shall be in the laws in force in India and courts in Delhi alone will have jurisdiction to deal with matters arising there from, to the exclusion of all courts.

Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties here to, if delivered against acknowledgment due or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Delhi.

For and on behalf of
Medical Superintendent
I.G. ESIC Hospital, Jhilmil, Delhi-110095

For and on behalf of

WITNESSES:

1. _____

WITNESSES:

1. _____

