NOTICE INVITING TENDER

The Medical Superintendent invites E-Tender for supply of **two Air-Conditioned** Ambulance under Ambulance service, **one Hearse Van and one Jan Suraksha Van (on call)** on Contract basis” as per specifications and/or quantities detailed in the **Schedule** attached. The “**Tender Documents**” two bid system comprising the **Instructions (Annexure I)**, General Terms and Conditions of Contract (**Annexure II**) and the Special Terms and Conditions of Contract (**Annexure III**) which will govern any contract made, the Tender Application Form (**Annexure IV**) and the Schedule of contract / specifications of items / proforma for quoting rates (**Annexure V**) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise ESIC will not be held responsible for any error / oversight of his own.

The form is a Standard Form of Tender. Certain clause / clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause / clauses, which are not applicable in the instant case.

The prescribed tender documents along with the Terms and Conditions can be downloaded from the official website of ESIC [https://esictenders.eproc.in](https://esictenders.eproc.in) and [www.esic.nic.in](http://www.esic.nic.in).
NOTICE INVITING TENDER

E-Tender under two bid systems are invited from the eligible contractors for providing services listed under scope of work in the bid document. The details of which are as follows:-

<table>
<thead>
<tr>
<th>SR.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of work:-</td>
<td>Tender for Ambulance Service, Hearse Van and Jan Suraksha Van on contract basis at ESIC Hospital, Manesar for a period of one year.</td>
</tr>
<tr>
<td>2</td>
<td>Estimated Cost:</td>
<td>Rs.25,00,000 (Rupees Twenty Five Lakh Only)  Approximately.</td>
</tr>
<tr>
<td>3</td>
<td>Period of Contract:</td>
<td>Twelve Months (12)</td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit : -</td>
<td>Rs. 50,000/- (Rupees Fifty Thousand Only) to be deposited along with Tender, through Demand Draft in favor of ESI Fund A/C No. - 2, payable at Manesar. OR With Govt. approved exemption subject to submission of valid exemption certificate. Bids received without EMD / Exemption certificate will not be considered and summarily rejected.</td>
</tr>
<tr>
<td>5</td>
<td>Performance Security Money</td>
<td>Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand Only)</td>
</tr>
<tr>
<td>6</td>
<td>Cost of Tender:</td>
<td>Bidders needs to submit Bid Processing Fee Charges of Rs. 2495/- (nonrefundable) in the form of Demand Draft from any scheduled Bank, in Favor of M/s C1 India Pvt. Ltd. Payable at New Delhi for participating in the tender.</td>
</tr>
<tr>
<td>7</td>
<td>Date of submission of Tender:</td>
<td>Up to 1:00 pm on 15/09/2017</td>
</tr>
<tr>
<td>8</td>
<td>Pre Bid Meeting</td>
<td>05/09/2017 at Admin Block ,4th Floor, ESIC Hospital, Manesar at 10 a.m.</td>
</tr>
<tr>
<td>9</td>
<td>Date of opening of Tender:</td>
<td>The tenders shall be opened in the presence of the tenderers who choose to be Present on 15/09/2017 at 2:00 PM in the conference hall ESIC Hospital, Manesar. In case, 15/09/2017 is declared a public holiday, tenders shall be received &amp; Opened as per above schedule on next working day.</td>
</tr>
<tr>
<td>10</td>
<td>Tender Document:-</td>
<td>Tender documents containing terms &amp; conditions can be obtained from <a href="https://esictenders.eproc.in">https://esictenders.eproc.in</a> up to 1:00 PM 11/09/2017.</td>
</tr>
<tr>
<td>11</td>
<td>Minimum Eligibility Criteria:-</td>
<td>The Agency should submit following documents - (a) EMD in the form of Bank Draft for Rs. 50,000/- (b) Bidders needs to submit Bid Processing Fee Charges of Rs. 2495/- (nonrefundable) in the form of Demand Draft from any scheduled Bank, in favor of M/s C1 India Pvt. Ltd. Payable at New Delhi for participating in the tender. (c) Copy of PAN &amp; TAN, (d) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document.</td>
</tr>
</tbody>
</table>
(e) Labour Licence under the Contractor Labour Act (R & A, Act 1970),
(f) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be,
(g) Copy of Income Tax Return for last three Financial Years,
(h) Copy of Service Tax Certificate along with challans for last three Financial Years,
(i) Copy of ESI Certificate along with challans for last three Financial Years,
(j) Copy of EPF Certificate along with challans for last three Financial Years,
(k) Sealed, Signed & Separate Price/Financial Bid Form,
(l) Sealed, Signed & Separate Bid/Tender Form
(m) Letter of Authorization to attend bid opening,
(n) Experience certificate of similar work / Agreement / Work Order,
(o) Satisfactory Certificate of similar nature of work,
(p) Undertaking should be typed on agency letter head as per Tender.
(q) Annual Turnover of company should be stamped by Chartered Accountant.
(r) Filled Format I to IX by agency
(s) Details of last two years Balance Sheet and Profit/Loss account.
(t) ISO Certificate, if any

<table>
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<tr>
<th>Technical Eligibility Criteria</th>
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<tr>
<td>(i) The tenderers should have minimum three years experience as on 30.08.2017 in Ambulance Services work of similar scale.</td>
</tr>
<tr>
<td>(ii) Preference will be given to agencies having experience in the field of Ambulance Services works of Central Government Hospitals/Semi Govt. Hospital/PSUs Fields/State Govt.) in Delhi/NCR /Haryana areas.</td>
</tr>
<tr>
<td>(iii) The agency should have at least turnover of 50 Lakh per year in last three years.</td>
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<tr>
<th>General Instruction</th>
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<tbody>
<tr>
<td>All the documents submitted along with the bid should be self attested photocopy &amp; must be legible and signed and stamped by authorized signatory, otherwise the Bid is likely to be rejected.</td>
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<table>
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<tr>
<th>Details of work of Scope</th>
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<tbody>
<tr>
<td>The “Tender Documents” two bid system comprising:</td>
</tr>
<tr>
<td>• Instructions ( Annexure I)</td>
</tr>
<tr>
<td>• General Terms and Conditions of Contract(Annexure II) and the</td>
</tr>
<tr>
<td>• Special Terms and Conditions Contract (Annexure III) which will govern any contract made,</td>
</tr>
<tr>
<td>• The Tender Application Form (Annexure IV) and</td>
</tr>
<tr>
<td>• The Schedule of contract / specifications of items / proforma for quoting rates (Annexure V) are enclosed herewith</td>
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<tr>
<th>Bid/Tender Validity</th>
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<tbody>
<tr>
<td>The prices quoted shall remain valid for 45 days from the date of opening of the Bid and in respect of accepted bid the prices quoted shall remain valid for 45 days.</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Annual Turnover</th>
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</thead>
<tbody>
<tr>
<td>The Annual turnover of the agency must not be less than Rs. 50.00 Lakh (Rupees Fifty Lakh only).</td>
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<tr>
<th>For Financial Bid</th>
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</thead>
<tbody>
<tr>
<td>Services charges quoted by the agency should not be less than Tax Deducted at Source (TDS) otherwise the bid is likely to be rejected</td>
</tr>
</tbody>
</table>
All the payment shall be made by **Demand Draft; drawn in favour of ESI Fund A/c No.2 payable at Manesar; Cheques/cash will not be accepted.**

The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as “not quoting”.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form.

If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent, ESIC Hospital, Manesar does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part. Acceptance by the ESIC shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.
Important Instructions for Bidders

All bidders/contractors are required to procure Class-IIIB 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.
THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.

<table>
<thead>
<tr>
<th>CHECK LIST</th>
<th>Submitted [Yes/No]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Tender document fee by demand draft only</td>
<td></td>
</tr>
<tr>
<td>2 Earnest Money Deposit by Demand Draft only</td>
<td></td>
</tr>
<tr>
<td>3 Original Tender document must be signed all pages</td>
<td></td>
</tr>
<tr>
<td>4 Valid Trade Licence</td>
<td></td>
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<tr>
<td>5 PAN/TAN other statutory documents</td>
<td></td>
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<tr>
<td>6 Registration Certificate of the vehicle (As an Ambulance)</td>
<td></td>
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<tr>
<td>7 Fitness Certificate of the vehicle</td>
<td></td>
</tr>
<tr>
<td>8 Insurance Certificate of the vehicle</td>
<td></td>
</tr>
<tr>
<td>9 Pollution Certificate of the vehicle</td>
<td></td>
</tr>
<tr>
<td>10 Certificate regarding permanent place of business in Manesar Or Nearby Areas</td>
<td></td>
</tr>
<tr>
<td>11 Price should be quoted in original sheet in Annexure V. Prices quoted in other sheet will not be accepted.</td>
<td></td>
</tr>
<tr>
<td>12 Three Year experience Certificate</td>
<td></td>
</tr>
</tbody>
</table>

Yours faithfully,

MEDICAL SUPERINTENDENT
Annexure – I

INSTRUCTIONS:

1. PREPARATION OF TENDER:
   a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing „not quoting”.
   b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.
   c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.
   d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.
2. SIGNING OF TENDER:

a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b) Individuals signing tender or other documents connected with the contract must specify:

i) Whether signing as a „Sole Proprietor” of the firm or his Attorney?
ii) Whether signing as a „Registered Active Partner” of the firm or his Attorney?
iii) Whether signing for the firm „Per Procreation”?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

NOTE: In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

3. DELIVERY OF TENDER:

The original copy of tender (Annexure – I to annexure - V), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendant. At the top of the inner and outer cover, the following words should be written in block letters. “TENDER FOR AMBULANCE SERVICE”.

The right to ignore / reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.
4. LATEST HOUR FOR RECEIPT OF THE TENDER:
Your tender must reach this office not later than the date and time notified in the Tender Notice stated in
the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date
of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the
tender(s) will be the next working day.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:
   i) All tenders should remain valid for acceptance for 45 days from the date of opening of the
tender or for such period as stated in Special Terms & Conditions.
   ii) The contract / tender, if awarded, shall be valid initially for one year from the date
of award of Contract subject to continuous satisfactory performance and on failure on this aspect by the
contractor, the Competent Authority will reserve the right to terminate the contract. The period of the
contract can be extended for further period at the discretion of the Competent Authority, to a
maximum of one year, on terms and conditions of the hospital, while accepting the tender. However
the Competent Authority on his discretion can increase the price up to maximum 5% of the rate quoted, if
it is felt that there has been excess price rise in fuel price.
   iii) Quotations qualified by such vague and indefinite expressions such as subject to
immediate acceptance”; „subject to prior sale” etc. will not be considered.

6. OPENING OF TENDER:
The tender shall be opened on the date and time mentioned in the tender document. All tenderers
and/or their representatives, if they should desire, may be present at the opening of the tender at the date
and time as specified in the schedule.

7. PRICES:
i) Prices quoted must be meaningful and measurable in the context in Indian currency.
   ii) The prices quoted must be per unit shown in the schedule inclusive of all packaging and delivery
charges wherever applicable. Refunds on account of returnable package (if any) are to be separately
specified. Price & Fund must be clearly shown in figures and words in Indian Currency.
   iii) Tenderers should clearly specify whether prices quoted are inclusive of GST / statutory charges or
such charges as extra. Where no specific mention is made to GST/ or other duties, prices quoted shall
be deemed to be inclusive of such taxes / charges. Price should be quoted in original sheet in
Annexure V. Prices quoted in other sheet will not be accepted.
8. **DELIVERY TERMS:**
   a) The delivery of the stores / execution of work / providing the services etc. are required within a period as specified and as the place mentioned therein.
   b) The tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Medical Superintendent, ESIC Hospital, Manesar shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
   c) Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores / date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

   The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

9. **INSPECTION OF STORES / WORK:**
   Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Manesar or him assigned representative. Any defect found in the materials / work done will render the supplies/work open to rejection and decision of the Medical Superintendent, ESIC Hospital, Manesar, shall be final and legally binding. The rejected store shall be returned to the suppliers/work may be executed through others, at their risks and costs.

10. **OTHER TERMS**
    A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
    B. The contractor shall not sublet transfer or assign the contract to any party thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent shall be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Manesar, may sustain in consequence or arising out of such replacing of the contract.
C. **Earnest Money:** The tenderer shall have to deposit Rs.50,000/- as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by Demand Draft drawn in favour of ESI Fund A/c No. 2 payable at Manesar. **NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, a sum of Rs.2,50,000/-. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of Demand Drafts payable at Manesar in favour of ESI Fund A/c. No. 2.  

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.  

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute ‘No Demand Certificate’ in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.  

E. **Recovery of sums due:** 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 contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
F. Insolvency and breach of contract: The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
i) If the contractor being an individual or if firm, any partner in the contractor’s firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
iii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.
G. Arbitration: In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the medical superintendent. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1940 (as amended as rules framed there under).
H. Document: The tenderer should have a valid Trade licence, PAN / TAN / other statutory document as applicable and produce attested copies of such certificates along with the tender papers, failing which the tender shall be liable to rejection.
I. **Statutory requirements:** In case the agency appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a licence from the licensing officer after collecting the requisite certificate in form V from the hospital authority. The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc., and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

J. The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.

K. **Right to accept/reject:** The hospital authority reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tendered.

L. **Experience Certificate:** The bidder must not have less than 3 (three) years experience of similar services in an organisation in this trade and documentary evidence to be submitted in support thereof with the tender.

M. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.

N. The tenderer should have a permanent place of business in Manesar or nearby areas and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.

O. The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement and the hospital authority shall have the right to cancel the agreement to terminate such deployment.

P. The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining a harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.

Q. In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason whatsoever.
R. **Validity of Contract**: The contract, if awarded, shall be **initially for one year from the date of award and extendable upto one year** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority. This period of one year can be further extended to a maximum of one more year, at the sole discretion of the hospital without prejudice to any other right of the hospital.

S. List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.

T. The contractor shall be required to submit his bill in triplicate month-wise by 7th of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by causality incharge on duty.

U. The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, shall be borne by the contractor.

V. **The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.**

W. The hospital authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

X. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

Y. Medical Superintendent, ESIC Hospital, Manesar, does not pledge herself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

Z. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

AA. The tenderer will quote the rates in respect of jobs / services described above in various paras and shall fill **Annexure - V** appended herewith along with the Tender Application form.
BB. **Failure and Termination:** If the contractor fails to deliver the stores or any installments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Medical Superintendent may without prejudice to her right to recover damages for breach of the contract, be entitled at his option.

A. To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or

B. To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Medical Superintendent, ESIC Hospital, Manesar readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or

C. To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Director (Medical) /Medical Superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

MEDICAL SUPERINTENDENT
Annexure – II (General Tender Terms & Conditions)

**GENERAL TERMS AND CONDITIONS FOR AMBULANCE SERVICES/HEARSE SERVICES/JAN SURAKSHA VEHICLE**

The following general terms and conditions shall apply for Ambulance services on contract basis at ESIC Hospital, Manesar.

1.0. **The tenderer must have a permanent place of business preferably in Manesar or nearby areas and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. while submitting the completed tender form.**

2.0. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade license (Ambulance Service) essential for carrying out the activities under reference, GST, PAN and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.

3.0. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Office of the Medical Superintendent at the date and time specified in this document.

4.0. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.

5.0. The vehicle should have proper Registration Certificate (for Ambulance Service), Road tax payment Certificate, Fitness, Insurance (including the Driver).

6.0. The vehicle offered shouldn’t be more than 3 (three) years old. Offer is limited to single stretcher vehicle only.

7.0. The vehicle offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate “Pollution Under Control” issued from the concerned authority.

8.0. 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 of traffic rule etc.

9.0. **The driver engaged should have valid Driving Licence and should be co-operative and amiable in nature.**

10.0. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.
11.0 Driver should be in uniform and should have ID-card.

12.0. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer. Statutory liability viz. ESI/PF etc would be solely borne by the tenderer /bidder and no extra payment would be made on these accounts. Any expenditure towards of wear and tear, repairing would be borne by the tenderer/bidder.

13.0. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer/ bidder.

14.0. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer/ bidder.

15.0. The drivers employed by the bidder should be under insurance cover of Accident policy for loss of life/injury etc and compensation if any in this regard, if awarded, will be the responsibility of the bidder.

16.0 Tenderer must a Log Book for the vehicles.

17.0 The Casualty I/C shall verify the presence of drivers provided by the tenderer and if it was found out after verification that Driver is not available on duty then Minimum Wages of that day shall be deducted from the bill of Tenderer. Similarly if Vehicle is not available for any day then proportionate amount of bill of that day or the cost of hiring of Ambulance for that day, whichever is higher will be recovered from the Tenderer.
A. SPECIAL TERMS AND CONDITIONS FOR AMBULANCE VEHICLE

1.0. The tenderer should have the vehicle registered as an Ambulance by appropriate authority and it should have all the facilities/essentialities supposed to be available in a standard Ambulance.

2.0. The vehicle(Ambulance) inside dimension should not be less than Maruti Eco or its equivalent.

3.0. The vehicle should be kept ready for 24 hours a day, seven days a week without any kind of break and accordingly the tenderer would arrange for replacement of vehicle in case of normal wear and tear/temporary out of service.

4.0. The tenderer/bidder would manage shifting of drivers in such a manner that the 24 hours service should not be interrupted.

5.0. In case of non-availability of the vehicle, the ESIC Hospital would arrange its own for shifting of patients and the expenditure incurred in this way would be recovered from the monthly bill of the tenderer/ bidder, including initiating proper action.

6.0. The tenderer/ bidder would provide a mobile phone to its Driver and the number would be intimated to the Causality I/C on duty, this is compulsory.

7.0. The vehicle offered should have seats in the patient’s cabin for an attendant as well as one paramedic.

8.0. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the Agent of the Medical Superintendent as nominated.

9.0. The tenderer will have to ensure that Ambulance works in three shift of 6 A.M. to 2 P.M.; 2 P.M. to 10 P.M. and 10 P.M. to 6 A.M.

10.0. The tenderer will have to ensure that at least three drivers are available per Ambulance in a day as one driver cannot work for more than 8 hours in accordance with labour laws. The tenderer will have to ensure weekly off in respect of drivers as per Labour Laws.
11.0. Tenderer shall keep attendance Register in the Hospital Premises and he shall ensure that Attendance Register is verified by the causality incharge on duty everyday. Tenderer shall ensure that driver(s) present himself before the causality incharge on duty everyday for verification of his attendance.

12.0. Every month tenderer shall have to produce proof of payment of minimum wages through ECS and the Contractor shall have to produce acknowledgement from the concerned Bank Branch.

13.0. While submitting Bill for any month the Tenderer shall enclose along with the Bill extract of Log Book, Detail of Attendance Register and Wage Register. All these documents should be signed by the Causality I/C. Bill shall not be accepted until and unless all relevant documents for that particular month have been signed by the Causality I/C on duty.

14.0. The contractor shall ensure before submission of the bill that it is complete in all respect and complies with all the statutory provision of labour laws/Tax laws.

15.0. The demand invoice complying with all terms and conditions elaborated in tender will only be treated as “FINAL BILL” to be considered for processing and disbursal of contractor’s claim.

MEDICAL SUPERINTENDENT
B. SPECIAL TERMS AND CONDITIONS FOR HEARSE VEHICLE

1. Hearse Van shall be provided as and when required.
2. The space inside the van should be such that one stretcher and seating arrangement for two persons can be easily fit in it. (Maruti Eco or its equivalent AC Vehicle).
3. No advance payment shall be made. Payment will be made on monthly basis on production of the bill duly verified by Casualty Incharge of ESIC Hospital, Manesar, Haryana.
4. Dead body will be carried from ESIC Hospital, Manesar, Haryana to destination as directed by the competent authority within Haryana and Delhi/NCR.
5. The contractor will intimate his Contact No. i.e. telephone/mobile no. on which the contractor will be informed to bring the vehicle, which should reach hospital within minimum time.
6. No miscellaneous expenses whatsoever shall be paid by the hospital authority other than quoted ones.
8. Risk purchase will be imposed if the contractor fails to perform the duty.
9. If the Contractor fails to perform the assigned duty, any extra expenditure involved shall be payable by the Contractor.

C. SPECIAL TERMS AND CONDITIONS FOR JAN SURAKSHA VEHICLE

A wellness mobile van was started in all ESIC Hospitals for awareness generation among ESI Beneficiaries regarding good health practices and facilities rendered by ESI Corporation. “The Wellness Mobile Van” is renamed as “Jan Suraksha Van” which will be monitoring and creating the awareness for health care delivery in major areas of occupational hazards.

1. Jan Suraksha Vehicle shall be provided as and when required.
2. The AC Vehicle should have a seating capacity of 10-12 passengers. It should have enough space available for keeping the posters/charts for information, education and counseling purpose.
TENDER APPLICATION FORM

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>1</td>
<td>Name of the firm:-</td>
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<td>2</td>
<td>Full Postal Address:-</td>
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<td></td>
<td>a.</td>
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<td>3</td>
<td>Date of Establishment of Firm:-</td>
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<td>4</td>
<td>If your Firm Registered under:-</td>
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<td></td>
<td>a.</td>
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<td>5</td>
<td>Name and Address of your Bankers stating the name in which the Account stands:-</td>
</tr>
<tr>
<td>6</td>
<td>Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-</td>
</tr>
<tr>
<td>7</td>
<td>Total number of Employees:-</td>
</tr>
<tr>
<td>8</td>
<td>Are you in the list of approved contractors of any other organizations / institutions, if any give details:-</td>
</tr>
<tr>
<td>9</td>
<td>Give details of any Government contracts executed during the last twelve months:-</td>
</tr>
<tr>
<td>10</td>
<td>Any other information which you consider necessary to furnish:</td>
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</tbody>
</table>
UNDEARTAKING

a) I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.

b) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution/hospital in India.

c) The Earnest Money of Rs.__________ to be deposited by me has been enclosed herewith vide Demand Draft No.________________________ dated ____________ drawn on bank ________ Branch ________________.

d) I/W e give the rights to Medical Superintendent to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.

e) There is no vigilance/CBI case or court case pending against the firm.

f) I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.

Date:--

Place:--

Signature of the tenderer:--

Full Name:--

Designation:--

(Office seal of the tenderer)
A. PLEASE QUOTE YOUR RATE FOR AMBULANCE VEHICLE

A1. Make of the Ambulance : (1) (2)

A2. Year of Manufacture of Ambulance : (1) (2)

A3. Fuel used in the Ambulance : Petrol/Diesel/CNG/LPG

A4. Monthly charges (for two vehicles put together) for 5000/- Km :

A5. Beyond 5000/- Km, Rate per Kilometer :

B. PLEASE QUOTE YOUR RATE FOR HEARSE VEHICLE

B1. Make of the Hearse Vehicle :

B2. Year of Manufacture of Hearse Vehicle :

B3. Fuel used in the Hearse Vehicle : Petrol/Diesel/CNG/LPG

B4. Charges for per Km on call basis : 
C. PLEASE QUOTE YOUR RATE FOR JAN SURAKSHA VEHICLE

C1. Make of the Hearse Vehicle : 

C2. Year of Manufacture of Hearse Vehicle : 

C3. Fuel used in the Hearse Vehicle : Petrol/Diesel/CNG/LPG 

C4. Charges for per day upto 100/- Km on call basis : 

C5. Beyond 100/- Km, Rate per Kilometer: 

NOTE: THE LOWEST BID WILL BE EVALUATED ON THE BASIS OF GRAND TOTAL OF (A4+A5) AMOUNT AS QUOTED BY BIDDERS.
LIST OF DOCUMENTS ENCLOSED:

1.
2.
3.
4.
5.
6.

Date: -

Signature and Seal of the Tenderer: -

Place: -

Full Name: -