



EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL & ODC (E.Z)

(A Statutory Body Under Min. of Labour, Govt. of India)

Diamond Harbour Road, Joka, Kolkata – 700 104,
Tel: 033 2467-2799/1322/1764/6280 Fax: 033 2467 2795
An ISO 9001:2000 certified Hospital

No.: 412.U.13/12/1/2008-Tie up (Ambulance)

Sub: Invitation of Tender Enquiry For Ambulance Service on contract basis.

(NOTE: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal. All communications must be addressed to the officer named above by title only and not by name.)

To:

Sir(s),

The Medical Superintendent Invites sealed quotation for supply of "Ambulance Service on contract basis-2009".

Tender Documents are available for collection from hospital office as per schedule date & time mentioned below on pay amount of Rs. 100/- to paid by Demand Draft in favour of ESI Fund A/c No. 1, ESIC Hospital & ODC (EZ), payable at Kolkata.

The "tender documents" can also be downloaded from the web site (www.esic.nic.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ Rs 100.00 (Rupees One Hundred Only) to be paid by **Demand Draft**; drawn **in favour of ESI Fund A/c No. 1, ESIC Hospital & ODC (E.Z), payable at Kolkata; Cheques will not be accepted.**

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender or portion of the quality 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.

Cost of each Tender Document	Rs. 100.00 (Rupees Hundred Only)
Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)	07/12/2009 to 29/12/2009 10.30AM to 3.00PM on all Working days from Monday to Friday.
Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital.	30/12/2009, 2.00PM
Date & Time of Opening of Tender	30/12/2009, 2.30PM

Yours faithfully,

MEDICAL SUPERINTENDENT



GENERAL TERMS AND CONDITIONS FOR TENDER/BID

ANNEXURE-I

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. 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, wherever, call upon to do so, give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

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 authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

1. PROCEDURE FOR SUBMISSION OF TENDERS / BIDS:

- I. The original copy of tender (Annexure – I to annexure - IV), duly completed and signed on each page, should be submitted/returned back, enclosed along with the Tender, failing which the tender shall be rejected.
- II. The tender documents and the price bid should be enclosed in a double cover and sealed. The inner cover shall be super-scribed with "**Tender for ambulance services on contract basis - 2009**".
- III. The outer cover should also be sealed and addressed to the Medical Superintendent in the address mentioned hereinbefore.
- IV. 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.

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 TENDER DOCUMENT. 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. Tender sent by hand delivery, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN AND PERIOD OF VALIDITY:

- i) All tenders should remain open for acceptance for a **period of twelve months** from the date of opening the tender.
- 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.
- 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:

- I. The **tender shall** be opened in the presence of bidders/representatives who choose to attend on the date and time as mentioned.
- II. The bidders/ representatives who are present in the opening shall sign evidencing their attendance.
- III. The decision of the committee on technical / price suitability shall be final and shall not be opened for discussion.

7. PRICES:

- i) Prices quoted in the Bid must be meaningful and measurable in the context.
- 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 Sales Tax/ VAT / duties / statutory charges or such charges as extra. Where no specific mention is made to Sales tax / VAT/ or other duties, prices quoted shall be deemed to be inclusive of such taxes / charges.

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 & ODC (EZ), Joka, Kolkata 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.

But if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc., which, the Medical Superintendent, ESIC Hospital & ODC (E.Z) may admit it as reasonable ground for further time, the Medical Superintendent may allow such additional time required by circumstances of the case.

9. 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 part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent 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 & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- C. **Bid Security / Earnest Money:** **The tenderer shall have to deposit an earnest money amount of Rs. 6,000/- (Rupees six thousand only) tender at the time of application, failing which the tender shall be rejected.** The earnest money is to be paid by **Demand Draft drawn in favour of ESI Fund A/c No. 1, ESIC Hospital & ODC (E.Z), payable at Kolkata. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stand 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 herein. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted after the finalisation of the tender.
- D. **Security Deposit / Performance security:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit **Rs. 30,000** as security deposit, for due compliance & fulfilment of the terms and conditions of the contract. **This has to be in the form of a bank draft, drawn in any of the nationalised bank, in favour of ESI Fund A/c No. 1, ESIC Hospital & ODC (E.Z), payable at Kolkata. NO CHEQUES WILL BE ACCEPTED for this purpose.** On due performance and successful completion of the contract in all respect, the security money deposit shall 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. If the contractor fails in fulfilling the terms and conditions mentioned here in different parts of this tender document, 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. Also, non-performance/unsatisfactory performance or violation of terms and conditions of the contract will make the contractor liable for forfeiture of security deposit. The decision of the Medical Superintendent shall be final and binding on this count.*

- 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 purchaser 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 at 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 contract 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 question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract: -
1. *If the arbitrator be Medical superintendent, ESIC Hospital & ODC (E. Z), Joka.*
 - *In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR*
 - *In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital & ODC (E. Z), Joka, to appoint another person as arbitrator.*
 2. *If the arbitrator be a person appointed by the Medical Superintendent.*

In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause. Work under the contractor shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings: -

The venue of arbitration shall be at Kolkata.

In the clause, the expression 'The Director General', ESI Scheme means, the Medical Superintendent, ESI Scheme for the time being and includes is there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise.

For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, shall be entitled to exercise all the rights and powers of the purchaser.
- H. **Document:** The tenderer should have a valid **Trade licence, PAN / VAT / Sales Tax** and produce attested copies of such certificates along with the tender papers failing which the tender shall liable to be rejected.
- I. **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 tenderer.
- J. **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.

- K. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender
- L. The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.
- M. 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.
- N. 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 cases.
- O. Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, 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.
- P. **Failure and Termination:** If the contractor fails to delivery the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Director (Medical)/Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- I. 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
 - II. 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 Director (Medical)/Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or
 - III. 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



SPECIAL TERMS AND CONDITIONS

Annexure-II

The following special terms and conditions shall apply for Ambulance services on contract basis at ESIC Hospital & O.D.C. (E.Z), Joka.

A.GENERAL:

- 1.0. The tenderer should have a permanent place of business in Kolkata 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 licence essential for carrying out the activities under reference, Sales tax / VAT, 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 –I (General Terms and Conditions) 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 tenderer will get 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.
- 6.0. The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance (including the Driver).
- 7.0. The vehicle offered shouldn't be more than 3 (three) years old. Offer is limited to single stretcher vehicle only.
- 8.0. 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.
- 9.0. 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.
- 10.0. 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.
- 11.0. The driver engaged should have valid Driving Licence and should be co-operative and amiable in nature.
- 12.0. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.
- 13.0. The tenderer/bidder would manage shifting of drivers in such a manner that the 24 hours service should not be interrupted.
- 14.0. 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.
- 15.0. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer/ bidder.
- 16.0. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer/bidder.
- 17.0. 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.
- 18.0. The tenderer/ bidder would provide a mobile phone to its Driver and the number would be intimated to the CMO on duty, this is compulsory.
- 19.0. The vehicle offered should have seats in the patient's cabin for an attendant as well as one paramedic.
- 20.0. 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.
- 21.0. 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.

MEDICAL SUPERINTENDENT



TENDER APPLICATION FORM

ANNEXURE - III

1	Name of the firm:-	
2	a	Full Postal Address:-
	b	Cell Phone No.
	c	Telephone No:-
	d	Fax No.
3	Date of Establishment of Firm:-	
4	a	If your Firm Registered under:- The Indian Factories Act:-
	b	Any other Act, if not, who are the owners (Please give full address):-
5	Name and Address of your Bankers stating the name in which the Account stands:-	
6	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-	
7	Total number of Employees:-	
8	Are you in the list of approved contractors of any other organisations / institutions, if any give details (Append extra page if necessary):-	
9	Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10	Any other information which you consider necessary to furnish:	

UNDERTAKING:

- I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 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 are the lowest quoted for any other institution/ hospital in India.
- The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____, drawn on bank _____, Branch _____.
- I/We give the rights to Medical superintendent to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality.
- There is no vigilance/CBI case or court case pending against the firm.
- 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)

ANNEXURE-IV

1.	Retention charges of Ambulance including Driver on 24 hours basis	Monthly Cost Rs.
2.	Fuel cost	Rupees per Kilometre

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.
- 5.



Date:

Place:

Signature & Seal of the Tenderer**Full Name of the Tenderer:**