



कर्मचारी राज्य बीमा निगम अस्पताल आदित्यपुर
Employees' State Insurance Corporation Hospital Adityapur
(ISO 9001:2015 Certified)
Ministry of Labour and Employment, Govt. of India
सलडीह बस्ती, आदित्यपुर, जिला - सराईकेला खरसावाँ, पिन - 831013
Saldih Basti, Adityapur, Distt. - Saraikela Kharsawan, Pin - 831013
वेबसाइट : www.esic.nic.in; फ़ोन न. : 0657&2383866,
ई मेल : ms-adityapur@esic.in



No-603-D/12/16/09- Ambulance (Vol.II)

Date: 28.11.2017

e-Re- TENDER NOTICE

Subject - e-Re-Tender No.31/2017-2018 supply of 02 (TWO) Nos. Ambulance Service on Contract Basis for a period of three (03) years to ESIC Hospital, Adityapur.

(NOTE: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital, Adityapur. All Communications must be addressed to the officer named above by title only and not by name.)

From :

The Medical Superintendent,
ESIC Hospital , Adityapur,
Jamshedpur – 831013.

To: -----

Sir(s),

The Medical Superintendent invites open e-Tender for “**supply of 02 (Two) Nos. Ambulance Service on Contract Basis for a period of three (03) years to ESIC Hospital, Adityapur**” as per specifications and / or quantities detailed in the Schedule attached.

The “ Tender Documents ” comprising 05 nos. of Annexures (I to 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.

The “tender documents” can be downloaded from the web site (www.esic.nic.in), and Central Public Procurement Portal (eprocure.gov.in) & <https://esictenders.eproc.in>. and in all such case the same may be signed and submitted as per the e-Tender procedures mentioned hereinafter.

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

The Medical Superintendent, ESIC Hospital, Adityapur, does not pledge himself to accept or reject the whole or any part of the tender without assigning any reason thereof and reserve to himself the right of accepting the whole or any part of the tender.

Acceptance by the Vendor 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.

The Medical Superintendent, ESIC Hospital, Adityapur reserves the right to explain/interpret any condition/clause if the need arise and the same will be binding upon all the participants.

Sd/-
MEDICAL SUPERINTENDENT



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IMPORTANT INSTRUCTIONS FOR BIDDERS REGARDING ONLINE PAYMENT:

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.

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

Bidders should add the below mentioned sites under Internet Explorer → Tools → Internet options → Security → Trusted Sites → Sites of Internet Explorer:

<https://esictenders.eproc.in>
<https://www.tpsl-india.in>
<https://www4.ipg-online.com>

Also, Bidders needs to select "Use TLS 1.1 and Use 1.2" under Internet Explorer → Tools → Internet options → Advance Tab → Security.

Bidder needs to submit Bid Processing Fee charges of Rs.2495/- (non-Refundable) in favour of M/s. C1 India Pvt Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit card or Net Banking for participating in the Tender.

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



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Date:28.11.2017

Subject – 02 (Two) Nos. of Ambulance Service on Contract Basis for a period of three (03) years to ESIC Hospital, Adityapur.

ESIC is the Organization for Social Security, Statutory Body set up under the ESI Act 1948, functioning under the control of Ministry of Labour and Employment, Govt. Of India.

A sealed tender are invited in two bid system by post/per bearer from bonafide Public Ltd. Company/Private Ltd. Company/Firm/Society/Individual Owner etc.

The "Tender Documents" comprising:-

Enclosure:

1. **Annexure-I** (Tender Form with General Terms & Conditions)
2. **Annexure-II** (Special Tender Terms & Conditions)
3. **Annexure-III** (Tender Application Form i.e. Technical Bid)
4. **Annexure-IV** (Price Bid)
5. **Annexure-V** (Self Declaration of not been black listed) .

If you fulfill the eligibility criteria and terms and conditions then you may quote your rate in accordance with the tender form and its enclosures.

The "tender documents" can be downloaded from the web site (www.esic.nic.in), and Central Public Procurement Portal (eprocure.gov.in) & <https://esictenders.eproc.in>, and in all such case the same may be signed and submitted as per the e-Tender procedures mentioned hereinafter. Tenderer are requested that, before quoting their rates or sending tender, the tender forms and its Annexures may please be read out thoroughly (line by line) so as to have a clear knowledge of the requirement contained therein, otherwise purchaser will not be held responsible for any error/oversight of his own and the penalties shall be levied for not complying with the requirements stated therein or supply of the required item/services.

The duly filled in tender application i.e. technical bid (**Annexure III**) alongwith duly signed on each page of tender forms (**Annexure I , Annexure-II & the duly filled in and signed Annexure-V**) , EMD & tender document shall be submitted in envelop meant for Technical bid Whereas the dully filled in Price bid i.e. **Annexure IV** shall be submitted in envelop meant for Price bid . For details pl. see Tender form under heading **submission of bid** under instruction to tenderers.

TENDER SCHEDULE

1.	Period of downloading of tender form	29.11.2017
2.	Last date of submission of duly filled in tender form	20.12.2017 at 1.30 p.m.
3.	Date of opening of tender (Technical Bid)	20.12.2017 at 2.30 p.m.
4.	Earnest Money Deposit	Rs. 40,000/- X 2 = Rs.80,000/-
5.	Security Deposit	Rs. 1,00,000/- x 2 = Rs.2,00,000/-

Medical Superintendent, ESIC Hospital, Adityapur does not pledge himself to accept the lowest or any tender and reserves the right to accept or reject the whole or any part of the tender without assigning any reason thereof. Canvassing in any form by the tenderer or his representative with any of the officials of ESIC Hospital shall render the tender liable to be rejected.

CHECK LIST

1	Bid Processing Fee by Demand Draft	Submitted	Yes/No
2	Earnest Money Deposit by Demand Draft in manner as stated in Heading Submission of Bid under Para instruction to tender.	Submitted	Yes/No
3	Whether duly signed on each page tender form with special terms and condition (Annexure I , Annexure-II & the duly filled in and signed Annexure-V) has been submitted along with technical bid	Submitted	Yes/No
4	Whether valid registration under ESI Act/EPF Act. & Valid license from Govt.Authority /PAN/GST Registration has been submitted in technical bid.	Submitted	Yes/No
5	Price bid quoted in original sheet as per Annexure -IV has been submitted in separate sealed envelop meant for price bid	Submitted	Yes/No

SD/-

MEDICAL SUPERINTENDENT



ESIC
Chinta Se Mukti

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Employees' State Insurance Corporation Hospital Adityapur
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श्रम और रोजगार मंत्रालय, भारत सरकार

Ministry of Labour and Employment, Govt. of India

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TENDER FORM

ANNEXURE-I

GENERAL TERMS AND CONDITIONS FOR TENDER/BID

1. **Scope of work** : - 02 (TWO) Nos. of Ambulance Service on Contract Basis to ESIC Hospital, Adityapur for a period of three (03) years.
2. **Tentative Cost of work** :- Rs. 20 lacs x 2 =Rs.40,00,000/-
3. **Schedule of tender** :-

1.	Period of downloading of tender form	29.11.2017
2.	Last date of submission of duly filled in tender form	20.12.2017 at 1.30 p.m.
3.	Date of opening of tender (Technical Bid)	20.12.2017 at 2.30. p.m.
4.	Earnest Money Deposit	Rs. 40,000/- X 2 = Rs.80,000/-
5.	Security Deposit	Rs. 1,00,000/- x 2 = Rs.2,00,000/-

4. **Eligibility Criteria:**

- a. The bidder shall be Public Ltd. Company/Private Ltd. Company/Firm/Society/Individual Owner/NGO.
 - b. The bidder shall have valid license to run the ambulance.
 - c. The bidder shall have valid registration under ESI Act/EPF Act. & Valid license from Govt Authority.
 - d. The bidders shall have Service Tax/GST Registration no.
 - e. The bidders shall have PAN No.
 - f. The bidders shall have a Bank Account in a Schedule Bank.
 - g. The bidder shall not be a black listed by Govt./Semi-Govt./Private institution. Self certification in this regard shall be enclosed.
 - h. The bidder shall be free from encumbrance and there shall not be any vigilance case/CBI Case/ Court Case pending against him.
 - i. The bidders shall be in position to provide a New vehicle with proper permit, certificate of pollution under control, proper registration,
- Note:**

1. The tender shall have registration under various Act./Concerned Dept. As detailed above on date of submission of tender document merely submission of acknowledgement of application for registration will be deemed at par with non-registration under said act/Concerned deptt.
2. The candidature of tenderer not fulfilling all of any of the above eligibility criteria is liable to be rejected.

5. **Instructions to Tender:**

A. **Submission of Bid**

The Tenderer are required to submit the tender in the form as defined below.

The envelope no. 1 shall contain DD of sum as stated in tender schedule in tender form towards EMD drawn in favour of "ESI Fund A/C No.1," payable at SBI, Adityapur Bazar Branch and the word "EMD for Ambulance Services" shall be superscribed on the top of the envelope & DD in favour of "ESI Fund A/C No. 1" payable at SBI Adityapur Bazar Branch" shall be submitted alongwith EMD, Failing which the tender will out rightly be rejected.

The envelope no. 2 shall contain technical bid i.e., dully filled in Tender Application Forms alongwith tender form signed (on all pages) as well as self attested (in case of photocopy of document) with supportive document. The word/phrase "Technical Bid for Ambulance Services on Contract basis" must be superscribed on the top of the envelope.

The envelope no. 3 shall contain the financial bid annexure – IV and the word/phrase "Financial bid for Ambulance Services on Contract basis" should be super scribed on the top of the envelope.

All the three sealed envelope shall also carry the name and address of the tenderer and all the 03 (three) sealed envelope shall be kept in fourth big envelope and "Ambulance Service on Contract Basis" should be super scribed on the top of the envelope as well as name and address of sender on the bottom of envelope. This sealed fourth envelope (containing the envelope of EMD, Technical Bid, Financial bid) shall be dropped in the tender box place in the office of the "The Medical Superintendent, ESIC HOSPITAL, ADITYAPUR-

831013 on or before **20.12.2017 up to 1.30 PM.**

B. LATEST HOUR OF SUBMISSION OF TENDER:—Tender must reach this office not later than the time and date notified in the tender form stated in the schedule of tender. In the event of tender received after scheduled date and time, the tender will not be allowed in bidding and it will be rejected summarily.

- C. All entries in the Tender form shall be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
- D. Tender incomplete in any form will be rejected out rightly. Conditional Tenders will be rejected out rightly.
- E. No Tenderer will be allowed to withdraw the Bid after submission of the tenders within the bid validity period; otherwise the EMD submitted by the tendering firm would stand forfeited.
- F. Each page of the Tender document shall be signed and stamped by authorized representative of Tenderer in token of acceptance of the terms and conditions laid under the Tender Document.
- G. The financial bid & technical bid received without the signature of authorized person will not be entertained and will be rejected summarily.
- H. The rates quoted in financial bid shall be in Indian currency and as per details furnished in Financial bid i.e. Annex-IV

6. Opening of Bid:

- i. The Technical Bids will be opened **at 2.30 PM on 20.12.2017** in the presence of such tenderers or their authorized representatives who may choose to be present at the time of opening of technical bid.
- ii. **The envelope no.1** containing EMD shall be opened first. Envelope no.2 (containing technical bid) shall be opened only if the bidder submits EMD as stated in this form. Without EMD, the tender will not be entertained & will be rejected summarily.
- iii. **The envelope no. 2** i.e., “Technical Bid” of only those bidder shall be opened who has fulfilled the terms & condition as stated above. The Technical bid will be evaluated by Technical Evaluation Committee and shortlist the eligible technically qualified bidder as per terms & conditions of tender document. The financial bid of only technically qualified bidder shall be opened later on. The date & time of opening of financial bid shall be communicated to all technically qualified bidders.
- iv. The financial bid shall be opened in presence of technically qualified bidder or their authorized representative who choose to be present on the date & time of opening of financial bid.

7. Selection of Eligible Tenderer

The selection of successful bidder shall be made on the rate offered by the bidder keeping in the view of terms & conditions and specification laid under tender document.

8. Rights of Acceptance/Rejection.

The Medical Superintendent ESIC Hospital, Adityapur reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.

9. Validity of tender:

The rate quoted in the financial bid shall be valid for three months from the date of opening of the tender.

10. Acceptance of Bid :

The successful bidder shall give its **acceptance within 07 days & shall deposit performance security within 15 days from award of work order** and required to enter into an agreement with Medical Superintendent, ESIC Hospital, Adityapur on bond paper of Rs.100/ (Rupees One hundred only) . The cost of bond paper will be borne by successful bidder. In case, if successful bidder fails to give acceptance or deposit performance security deposit or enter into agreement within stipulated time, the award of contract will be deemed to be cancelled and EMD amount will be forfeited.

11. 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, of 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.

12. **THIS TENDER DOCUMENT IS NON-TRANSFERABLE**

13. **SECURITY DEPOSIT/PERFORMANCE SECURITY:**

On acceptance of the tender, within the period specified by the Medical Superintendent, the successful Tenderer /contractor shall deposit a sum equivalent to as stated in Tender Form under Heading Tender Schedule. This has to be in the form of bank draft, drawn in any of the nationalized banks in favour of **ESI Fund A/c No. 1, payable at SBI Adityapur Bazar Branch (Cheque/Cash will not 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 property belonging to the purchaser, which may have been issued to the contractor.

Whenever any claim for the payment of a sum of money arises out of or under this contract against the tenderer the ESIC Hospital shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the tenderer, 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 tenderer with the ESIC Hospital. Should this sum not be sufficient to cover the full amount recoverable, the tenderer shall pay to the ESIC Hospital on demand the remaining balance due.

Also, 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 condition 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.

14. **GENERAL TERMS & CONDITION:**

The successful bidder shall give its acceptance within 07 days & shall deposit performance security within 15 days from award of work order and required to enter into an agreement with Medical Superintendent, ESIC Hospital, Adityapur on bond paper of Rs.100/ (Rupees One hundred only). **The successful bidder shall be required to produce the Ambulance vehicle in ready to use condition along with fulfillment of all statutory certificates as required, for physical verification before the Officer nominated by Medical Superintendent for the purpose within 45 days from the date of offer of acceptance** The cost of bond paper will be borne by successful bidder. In case, if successful bidder fails to give acceptance or deposit performance security deposit or enter into agreement within stipulated time, the award of contract will be deemed to be cancelled and EMD amount will be forfeited. The successful/bidder who chose to enter into agreement after fulfilling the criteria are required to abide by following conditions.

1. The Drivers deployed by the Tenderer for running the ambulance shall be properly trained, have requisite experience/license and skills for carrying out the work assigned to him. Tenderer shall have the telephone number of the nearest police station, fire station and ambulance, Estate officer of ESIC etc., The names of deployed Drivers with driving license, ESI No., EPF No. should always be displayed on their uniform for identification purpose.
2. 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.
3. The Drivers so deployed shall have not any claim for permanent absorption in the hospital and if such claimed raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.
4. The tenderer will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons. In event of any violation of laws, rules, statutory provisions by the tenderer, 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.
5. The Tenderer shall submit periodical return of ESI & EPF in r/o Drivers deployed at ESIC Hospital for running ambulance.
6. The Tenderer shall provide a list of Drivers to be deployed to run the ambulance well in advance with all the details like name, father's name, present address, qualification, driving license, mobile no., ESI No, EPF No and fitness certificate as per requirement of this tender.
7. The Tenderer at all times should indemnify ESIC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; ESI Act 1948, EPF Act. 1952 Jharkhand Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. ESIC will not own any responsibility in this regard.
8. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by ESIC besides annulment of the contract.
9. The Contract shall initially be for a period of three (03) years and may be extended further for a period of one year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the period of contract. ESIC, however, reserves the right to terminate the contract by serving one months notice, in writing. The Contract may be terminated with mutual consent by giving one month notice in variations.
10. The Tenderer should engage persons who are physically fit and have good moral characters and must be above the age of 21 years and below the age of 50 years.
11. If, any non-compliance with terms and conditions of this tender document as well as any failure in executing the work will be found a penalty of Rs.1000.00 will be levied apart from other penal position as laid down in this tender document.

- (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty of Rs.1000.00 will be levied number of persons absent on that particular day shall be levied and the same will be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1000/-for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the service staffs found involved in the incident shall be removed from the ESIC Hospital immediately.
- (d) In case the contractor fails to commence/execute the work as stipulated in the agreement or in case of unsatisfactory performance or does not meet the statutory requirements of the contract, The Medical Superintendent or ESIC, Hospital, Adityapur reserves the right to impose the penalty as detailed below:

12. **Payment Procedure:- The Tenderer shall prepare bills on calendar month basis (1st to 30th /31st) and shall be submitted (in triplicate) up to 7th of following month along with details of payment of statutory liabilities like ESI, EPF , Services tax etc. of preceding month with all the relevant certificates/documents . if the bill is not submitted within the stipulated period, a penalty of Rs.5000/- shall be levied and the same will be deducted from the contractor's bills. The agency must make the payment to their workers through Bank transaction on or before 7th of each month & should be submitted with the monthly bill and this payment shall not be linked to the clearing of the bill by ESIC office. Payment of the bill will be based on Computerized print outs in standardized proforma approved by ESIC. In event it is found that there is intentional under payment to deployed Drivers, the action including forfeiture of security deposit and cancellation of contract may be taken. All the payment (including that of Advance) to the drivers to be made by the agency through Bank transactions only. Cash payment is strictly prohibited. If the agency does not make payment to its drivers through bank the contract is liable to be terminated.**

The bill shall be submitted with the following documents:

- a. The wages of drivers for last month credited to their Bank Account on _____ and the details of payment along with Bank Account No shall be uploaded by the agency on the website, if there is no website of the agency, it is to be sent by mail to the appropriate authority for uploading on the website. No cash payment is permissible & such payments are to be treated at par with non-payment of wages. There must be no deviation whatsoever in this regard.
- b. ESI Contribution for the month of _____ amounting to Rs _____ has been paid on _____
- c. EPF Contribution for the month of _____ amounting to Rs _____ has been paid on _____
- d. Service tax for the month of _____ amounting to Rs _____ has been paid on _____
- e. Other Statutory Liabilities if any for the month of _____ amounting to Rs _____ has been paid on _____.
- f. Wages of Drivers were credited to their Bank account on (Date) _____
- g. I, undertake that all Statutory Labour Laws including Minimum wages Act is being complied.

13. **Liquidated damages:** Whenever and wherever it is found that the service is not up to the mark, it will be brought to the notice of the tenderer by ESIC and if no action is taken within one hour on urgent matters liquidated damages @ Rs.1000/- per complaint shall be imposed. The decision of Medical superintendent shall be final, in this regard. Further any default in terms & conditions laid under tender document will attract penalty of Rs. 1000/- for each default. The repeated default will leads to termination of contract including black listing.

14. **Manpower**

- a. Any misconduct/misbehavior on the part of the Drivers deployed by the Tenderer will not be tolerated and such person will have to be replaced by the Tenderer at his own costs, risks and responsibilities immediately, with written intimation to ESIC.
- b. The Tenderer shall ensure to maintain adequate no. of drivers in case any Drivers absents from the duty, the reliever of equal status shall be provided by the Tenderer immediately.

15. **Risk Clause**

- a. The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement failing which penal clause will be imposed.
- b. Tenderer and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control, any failure in this regard will attract penal clause.
- c. In the event of loss/damage of equipments etc. at the premises of the ESIC due to negligence/carelessness of Tenderer Drivers, then the Tenderer shall compensate the loss to ESIC.
- d. The Tenderer will also maintain a suggestion book for comments on the services rendered by it.
- e. The Tenderer shall not assign or sublet this Agreement or any part thereof to any third party without the approval of the ESIC. However, he may use the services of associates for providing the services in which case the Tenderer shall be responsible for the performance and all acts of the associates as though they were his own.
- f. In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities in case of failure of the Associate.
- g. Measure of success will be based on the feedback from External Customers and staff which will be recorded and action 'report needs to be submitted every month by the Contractor.
- h. ESIC reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by ESIC from the Tenderer's Security Deposit or pending bill or by raising a separate claim.
- i.

16. **Dispute Settlement:-** It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by

discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Medical Superintendent, ESIC Hospital, Adityapur, whose decision shall be final and binding on both the parties

17. **Insolvency and breach of contract: The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the tenderer in any of the following events that is to say:**

- a. If the tenderer being an individual or if firm, any partner in the tenderer'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 arrangement or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under partnership act, or
- b. If the tenderer being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or 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.
- c. If the contract commits any breach of this contract not herein specifically provided 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 tenderer shall be liable to pay the ESIC Hospital for any extra. Expenditure, he is thereby put to but shall not be entitled to any gain or repurchased.

Sd/-
MEDICAL SUPERINTENDENT

SPECIAL TENDER TERMS AND CONDITIONS

The following special terms and conditions shall apply of **Ambulance Service on Contract Basis at ESIC Hospital, Adityapur, Near Asiana More, Jamshedpur, Jharkhand -831013**

1. The vehicle for ambulance must be SUV (Small Utility Vehicle). Quotation for small car and vans will not be accepted.
2. The tenderer awarded with the contract shall deploy the ambulance for use of ESIC Hospital, Adityapur with valid permit and license. The tenderer shall get the vehicle registered as an ambulance by an appropriate authority.
3. **The ambulance so deployed shall be of New Vehicle & the month, year of make of vehicle & Date of Purchase, should be mentioned in the tender document.**
4. The ambulance so provided shall be in good running condition and having pollution emission level within the limit prescribed by the competent pollution control authority and conform the emission norms laid down by the Pollution control Board and the vehicle shall also poses the certificate "**Pollution Under Control**" issued from the concerned authority.
5. The vehicle deployed shall be free from litigation as regards ownership is concerned and shall posses no tented history as rash driving, negligence of traffic rule etc.
6. **The Vehicle shall be kept ready (with driver) 24X7 without any kind of break. In case of breakdown the tenderer shall immediately arrange the suitable replacement without any extra payment.**
7. The ambulance shall be fitted with the basic amenities & equipments like stretcher, oxygen cylinder, first aid box, I.V. stand/hanger and its shall have all the facilities/essentialities supposed to be available in a standard ambulance.
8. The vehicle so provided shall have proper registration certificate, road tax payment certificate, fitness, insurance etc.
9. The driver deployed shall be mentally and physically fit and shall not have any addiction towards alcoholism or smoking or drugs addiction. The Driver deployed shall have proper insurance coverage under insurance cover of accident policy for loss of life/injury etc. and compensation if any in this regard shall be borne by the tenderer.
10. The driver deployed shall be amiable in nature and shall have not criminal records.
11. The driver deployed shall have valid driving license and shall have at least one year experience in running an ambulance of reputed organization.
12. The driver deployed shall be well versed with traffic rule and shall have basic knowledge of reading and writing.
13. The driver so deployed shall have good audible power, good eye vision and shall not be suffering from color blindness and their fitness will be got verified periodically by ESIC Hospital, Adityapur.
14. The tenderer awarded with the contract shall maintain a log book which shall be numbered and have column as per requirement of ESIC. The log book shall be countersigned by the officer /Doctors/employee nominated by Medical Superintendent on each visit.
15. The milo meter at the beginning and at the end of the month shall be countersigned by the tender representative and ESIC representative simultaneously.
16. The tenderer shall manage shifting of drivers in such a manner that the 24 hours service shall not be interrupted.
17. The payment of wages and statutory obligations like payment of minimum wages, ESI, EPF etc. shall be observed by the tenderer strictly.
18. The tenderer shall provide a mobile phone to the driver and the mobile phone no. shall be intimated to MS, CMO, and its shall be displayed in the noticed board.
19. Any legal liability arising out of accident during the period of contract shall be borne by the tenderer.
20. Any loss of property caused by the driver would be recovered from the monthly bill of the tenderer.
21. In case of non-availability of vehicle the ESIC Hospital would arrange its own for shifting of patient and the expenditure incurred in this way would be recovered from the monthly bill of tenderer and penal action as deemed fit will be initiate against the tenderer.
22. The vehicle deployed shall have seats in patient cabin for an attendant as well as for one Para-medical staff.
23. The ambulance so deployed shall be pasted/printed/painted with logo, address, phone no. of ESIC Hospital, Adityapur.
24. The Ambulance so deployed shall be fitted with blue light with siren & fire & Safety Equipments and the word "Ambulance" shall be affixed/printed on every side of the body of the vehicle in manner & standard prevailing.
25. The shift/duration of drivers so deployed shall not be more than limit prescribed by the labour Act.

Medical Superintendent

TENDER APPLICATION/DECLARATION FORM (TECHNICAL BID)

1	Name of the tendering Public Ltd. Company/Private Ltd. Company/Firm/ Society/Individual Owner/NGO	
2	Whether registered under Public Ltd. Company/Private Ltd. Company/Firm/Society/Individual Owner/NGO	
3	a	Full Postal Address
	b	Cell Phone No.
	c	Telephone No.
	d	Fax No.
	e	e-mail address
4	Name of the Owner with Father's name , Designation and Residential Address	
Registration details under various Act. Of tenderer		
5	a	ESI Registration no.
	b	EPF Registration no.
	c	Service Tax registration no.
	d	Valid Govt. Authority Registration no.
	e	PAN No.
	f	GST Registration No.
Bank details		
6	a	Name of Bank Account Holder
	b	Bank Account No.
	c	Nature of Account
	d	Name of the Bank
	e	Name of the Bank Branch
	f	IFSC Code
Vehicle details to be offered to be deployed as an ambulance		
7	a	Mode/Make of vehicle
	b	Registration no. of vehicle
	c	Month & Year of manufacturing
	d	Name & Address of Owner of the vehicle
	e	Whether run on Diesel
	f	Whether amenities, equipments, sitting capacity exist in the vehicle as per tender document
	g	Whether vehicle conform to the pollution emission level under Pollution control authority.
	h	Whether permit to run the vehicle as an ambulance is available .
Encumbrance and black listing details (Please attach the declaration in letter head under proforma furnished at Annexure -V		
8	a	Whether the tenderer is black listed by Any Govt./Semi Govt./Pvt. Institution
	b	Whether the tenderer is free from encumbrance
	c	Whether any Vigilance cases/CBI Case/ Court Case pending against the tenderer
	d	Whether the vehicle to be deployed is free from litigation as regards ownership

Date:

Place:

Signature of the tenderer :-

Full Name :-

Designation :-

UNDERTAKING

- A. I the undersigned certify that I have gone through the terms and conditions 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 are the lowest quoted for any other institution/hospital in India
- D. I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.
- E. 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 of failed to supply the Ambulance within the appointment time.

Date:

Place:

Signature of the tenderer :-

Full Name :-

Designation :-

(OFFICE SEAL OF THE TENDERER)

FORMAT OF QUOTATION FOR HIRING OF AMBULANCE SERVICES ON CONTRACT FOR 24 HOURS

PRICE BID

1	Vehicle Specification	i. Mode/Make (SUV) (TATA SUMO/SCORPIO) :- _____ ii. Month & Year of Manufacturing :- _____ iii. Run by Diesel :- _____ iii. Date of purchase :- _____
2	Charges (FOR ONE VEHICLE)	i. Retention charges of Ambulance including Driver on 24 Hrs basis per month :- Rs. _____ ii. Free mileage per month :- Kms _____ iii. Mileage Chargeable :- Km/Litre _____

Note : Service Tax /GST. If any, will be extra as applicable from time to time and need not to be included in quotation.

Signature of the Party/Agency

(TO BE TYPED ON A LETTER HEAD OF THE TENDERING COMPANY/ FIRM/ESTT./INDIVIDUAL OWNERSHIP)

(DECLARATION)

1. I, _____, Son /Daughter of Sh. _____ Proprietor/Partner/Director/Authorized Signatory of _____, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. 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 of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I have apprised myself fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences of nonperformance or deficiencies in the services on my part.
5. I also declare that my firm has never been black listed by Any Govt./Semi Govt./Pvt. Institution & there is no Vigilance cases/CBI Case/ Court Case pending against me or my firm.
6. I also declare that I poses bonafide authorization of the vehicle to be deployed as an ambulance.

Date:

Signature of authorized person

Place:

Full Name:

Company's Seal

N.B.- The above declaration , duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.