



**EMPLOYEES' STATE INSURANCE CORPORATION  
MODEL HOSPITAL BADDI  
VILLAGE - KATHA , NEAR GILLETTE  
FACTORY DIST- SOLAN - 173205 (H.P)  
(Ministry of Labour & Employment,  
Govt. of India)**

**Invites**

**E-Tender Enquiry for Wellness Van service  
on contract basis  
FOR ESIC MODEL HOSPITAL BADDI (H.P)**

**Sign of tenderer with seal**



E. mail : [ms-baddi.hp@esic.nic.in](mailto:ms-baddi.hp@esic.nic.in)

Ph- 01795-275105

कर्मचारी राज्य बीमा निगम आदर्श अस्पताल, बद्दी

**EMPLOYEES' STATE INSURANCE CORPORATION MODEL HOSPITAL, BADDI**

श्रम एवं रोजगार मंत्रालय, भारत सरकार / Ministry of Labour & Employment, Govt. of India

गांव - काठा, बद्दी, जिला - सोलन (हिमाचल प्रदेश) / Village - Katha, Baddi, Dist - Solan (H.P) 173205

An ISO 9001:2015 Certified institute

**E-Tender Enquiry for Wellness Van service on contract basis  
FOR ESIC MODEL HOSPITAL BADDI**

Medical Superintendent invites sealed E- tenders from the interested and eligible tenderers to supply Wellness Van on Contract Basis for ESIC MODEL HOSPITAL BADDI for Two year which is extendable further one year if the service are found satisfactory on same terms and condition.

<b>Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturday, Sundays and Holidays)</b>	08-08-2019 TO 03-09-2019
<b>Last Date &amp; Time of submission of completed Tender form in the prescribed tender box:</b>	03-09-2019 UPTO 01:00 PM
<b>Date &amp; Time of Opening of Tender</b>	04-09-2019 AT 02:00 PM
<b>Earnest Money</b>	<b>20,000/- ( Rs Twenty thousand only)</b>
<b>Security Deposit Money</b>	<b>40,000/- ( Rs Fourty thousand only)</b>

The tender forms can be obtained from the General Branch of the ESIC Model Hospital, The tender document can also be downloaded from the website <https://esictenders.eproc.in> & [www.esic.nic.in](http://www.esic.nic.in)

The interested tenderers should submit/upload duly filled and signed tender form and their bids along with scanned copies of all the relevant certificates , documents, etc. in support of their bids (all duly signed), on the tender portal i.e. <https://eprocure.gov.in> A complete set of hard copy of Tender documents along with EMD must also be submitted latest by scheduled time in the Tender Box kept in MS office, ESIC Model Hospital Baddi (H.P) . However it is noted that only those tender uploaded on the ESIC tender portal bid will be accepted. Non-submission of EMD will lead to rejection of the tender application. Bidders have to deposit the Earnest Money Deposit (EMD) of Rs. 20000 /-(Rupees Twenty Thousand Only) in the form of Demand Draft drawn in favour of "ESI Fund A/c No.I" payable at Baddi.

Tenders/Applications submission/received without Earnest Money Deposit (EMD) will be rejected. The bids will be opened online on scheduled time

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Tender document is also available on the "tenders" link of the websites/portals of Employee's State Insurance Corporation <https://eprocure.gov.in> & <http://www.esic.nic.in>

Any Corrigendum to this tender will be notified through the aforesaid websites/portals only. Selection of the successful bidder will be at the sole discretion of The Medical Superintendent, ESIC MH, Baddi (H.P) who reserves the right to accept or reject any or all the proposals without assigning any reasons.

Tender application will be accepted only online mode through ESIC centralized tender portal i.e. <https://eprocure.gov.in>. No other mode of tender submission will be entertained.

All documents as per published tender, should be uploaded & incomplete documents submission/upload will not be accepted.

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

Note:

(The envelope containing hardcopy of tender as well as subsequent communications should be addressed and delivered to "The Medical superintendent, ESIC Model Hospital, Village Katha, Baddi , Dist- Solan (H.P). All Communications must be addressed to the officer named above by title only not by name.)

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## **Instruction for online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

### **REGISTRATION:-**

1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS

/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can

upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument / scan copy.

4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption

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techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS :-**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. Foreign bidder can get help at +91-79-40007451 to 460.

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**EMPLOYEES' STATE INSURANCE CORPORATION MODEL HOSPITAL, BADDI**

श्रम एवं रोजगार मंत्रालय, भारत सरकार / Ministry of Labour & Employment, Govt. of India

गांव - काठा, बद्दी, जिला - सोलन (हिमाचल प्रदेश)/ Village - Katha, Baddi, Dist - Solan (H.P) 173205

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## **GENERAL TERMS AND CONDITIONS FOR TENDER/BID**

All tenderers are requested to read the tender document carefully including its terms and conditions, procedures to fill the tender format and tender assessment criteria.

TENDER DOCUMENTS CONSISTs OF THE FOLLOWING: -

1. Eligibility Criteria
2. Instructions to Tenderers
3. Scope of work
4. General conditions of contract
5. Tender Evaluation Criteria
6. Brief description of firm (Annexure – A)
7. Quotation for Wellness Van (Annexure – B)
8. Declaration (Annexure- C)
9. Check List (Annexure – D)

### **I- ELIGIBILITY CRITERIA**

1. The tenderer should have PAN/GST No.
2. The bidders should have experience of providing such services to Govt./ PSUs /Autonomous Body/ Reputed Private Companies/Firms and tenderer should not be blacklisted by any Govt./Private Organization/Institution.
3. The vehicle proposed to be provided must have commercial permit and fulfill all the conditions for running in Himachal Pradesh
4. The vehicle should have comprehensive insurance cover against all type of accident/damage that of driver.
5. The year of manufacture of the vehicle should not be prior to the year 2016
6. Tenderer should have drivers with valid commercial driving license.

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## **II. INSTRUCTIONS TO TENDERERS**

The online bid should be accompanied with a separate Demand Drafts towards cost of Earnest Money Deposit (EMD) of Rs. 20000/- issued by any nationalized bank payable at Baddi (H.P). In the absence of the same, the tender shall be summarily rejected. EMD shall be refunded to all unsuccessful bidders after finalization of the contract and the same shall be refunded to the successful bidder on receipt of performance security deposit. No interest is payable on the EMD/SD to either the successful Tenderer or unsuccessful Tenderers.

A- Copies of the PAN/GST Number should be submitted along with the bid.

B- Brief description of the tenderer (Annexure "A"); Quotation for vehicle planned to be deployed at this office (Annexure "B") & Declaration (Annexure "C") should be submitted.

C- Physical Checking and test drive of the Wellnes Van to be deployed will be done on the date communicated to the successful bidder before entering into the contract. The tenderer shall bring the vehicle along with driver on the day of checking. Physical Checking and Test Drive will be evaluated by the officer(s) nominated by the Medical superintendent and the decision of the Medical superintendent regarding suitability will be final and binding.

D- In addition to online submission, the sealed cover containing tender documents along with D.D. for EMD of Rs. 20000/- (Rupees Twenty Thousand only) should also be dropped in the tender box before the stipulated date and time mentioned elsewhere in the document. The envelope shall be super scribed as "Tender for the Wellness van".

E -Each and every page of the tender documents along with the documents which will be uploaded by the bidder should be signed by the Proprietor/Director/Partner as the case be along with seal/stamp of the Firm.

F- The financial bid of the tenderers, who qualify in the technical bid, will be opened in the presence of only those successful tenderers, who choose to attend the opening of financial bid.

### **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

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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/registered society' of the firm or his Attorney/Trustee?

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/trustee 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:**

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The original copy of tender (along with annexure ) duly completed and signed on each page, should be submitted, enclosed in a double cover beside online uploading. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters.

**“TENDER ENQUIRY FOR WELLNESS VAN SURVICE.**

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/ uploaded 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 **a period of one Years** 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 **for two years from the date of award of Contract** subject to continuous satisfactory performance.

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 here in the 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) The rates quoted must be in lump sum item-wise as per the annexed schedule (Annexure-B- Price BID) . Price must be clearly shown in figures and words in Indian Currency. **Quoting of rates in any other format will not be acceptable.**

**8. DELIVERY TERMS**

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a) The delivery of the stores/ execution of work/ providing the services etc. are required within a period as specified and at 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, Baddi (HP), shall be the sole judge) within the limits of the times 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, Baddi, H.P, or his 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, Baddi, H.P., 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 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, Baddi, H.P.( may sustain in consequence or arising out of such replacing of the contract).

**C. Earnest Money:** The tenderer shall have to deposit **Rs 20000/- (Rs Twenty thousand only)**as earnest money with their tender, failing which the tender is liable to be

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rejected. The earnest money is to be paid by **Demand draft** drawn **in favour of ESI Fund A/c No. 1, payable at Baddi H.P. 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 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 40,000/- (Rs fourty thousand only)** 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 Baddi , H.P. in favour of ESI Fund A/c. No. 1.**

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 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:-

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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 arrangement or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm/society 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 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.

iii) 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 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, Baddi. 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 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

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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 proceeding 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 Baddi. In the clause, the expression 'The Director General', ESIC 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 Model Hospital, Baddi, H.P, shall be entitled to exercise all the rights and powers of the purchaser.

#### **H. Document:**

The tenderer should have a valid **PAN/ TAN/GST or other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**

#### **A. 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.

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**J.** 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.

**K.** 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.

**L. 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.

**M. Experience Certificate: (desirable)**

The bidder should have experience of at least one year of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.

**N. Assistance to contractor:**

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

**O.** The tenderer should have complete Postal Address, Telephone/ Mobile/ Fax/ E-mail address, etc. should be provided, while submitting the completed tender form.

**P.** 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 of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.

**Q.** The contractor 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.

**R.** 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.

**S. Validity of Contact:**

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The Contract, if awarded, shall be **for two years from the date of award** 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.

**T.** 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.

**U.** The contractor shall be required to submit his bill in triplicate month-wise by 7<sup>th</sup> 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 the Sister/ In Charge/ unit I/C of various wards/ units.

**V.** 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.

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

**X.** 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.

**Y.** 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.

**Z.** Medical Superintendent, ESIC Model Hospital, Baddi, H.P., 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.

**AA.** 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.

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**BB.** The tenderer will quote the rates in respect of jobs/ services described above in various paras and shall fill **Annexure – D** appended herewith along with the Tender Application form.

**CC. 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 his 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 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 Model Hospital, Baddi, H.P., 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 authorize 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 Medical superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

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### III- SCOPE OF WORK

The Contractor shall provide a Vehicle (Air Conditioned) with commercial permit & with driver on monthly rental basis to this office. The Vehicle provided should fulfill all the conditions for running in Himachal Pradesh. The Contractor has to ensure that the staff deployed by them is well-dressed in neat uniform and is punctual in his work and has a mobile phone. The staff deputed for work should not have any kind of criminal or adverse record and they should be well-behaved. The Corporation reserves it's rights to monitor, make surprise checks & verifications on all aspects of the work and the service provider shall co-operate with the officials so authorized by the Corporation and furnish to them all records and materials for inspection without demur. The Contractor should arrange for proper cleanliness and hygiene of the vehicle including inter alia the provisioning of van perfume, tissue paper, hand towels etc. in the vehicle engaged on monthly basis. The model of the vehicles provided shall not be older than 2016 (i.e. Year of Manufacture).

Details of the services needed are as mentioned below:

Particulars of Services required	Models of vehicles
Wellness Van with driver on monthly hire basis timing- 8.00AM to 8.00PM daily without any off break.	<b>winger / Tata 407/Tempo traveler Type.</b>

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#### **IV- GENERAL CONDITIONS OF CONTRACT**

1. Wellness Van services should be provided as prescribed in scope of work of this tender.
2. The vehicle Registration book, Insurance copy, Emission Certificate, Road Tax payment certificate, Commercial Vehicle Permit and Driver license should be available with the vehicle at all times.
3. The vehicle should be kept ready from 8.00AM to 8.00 PM hours in premises daily along with Driver, seven day 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. The hours of service and kilometers used shall vary from day to day but within the monthly package of 2500 kms per month approximately.  
Distance from garage to office & vice-versa will not be counted as usage of the office.
5. The Contractor shall provide the service, beyond office hours and on holidays, whenever needed.
6. In case the Wellness Van is not provided on any day, the cost of alternative arrangements made will be recovered from the Contractor by deducting bill/security deposit or otherwise. Notwithstanding the award of contract under this tender, The Medical superintendent , ESIC MH, Baddi (H.P) reserves the right to hire vehicles from any other agency also during the tenure of contract.
7. The vehicle to be provided as Wellness Van should conform to the Govt. rules/conditions for running commercial vehicle followed in the state of Himachal Pradesh.
8. The Contractor shall bear the costs of fuel, salaries of his driver; repair and maintenance, road tax, insurance, commercial permit etc. of the vehicles provided and shall also maintain the vehicles in good working condition fit for 24 x 7 x 365 days use by the office.
9. The charges as quoted in the tender document will all be paid.
10. Payments will be made on monthly basis only after satisfactory completion of service. Bills should be submitted by the Contractor on monthly basis duly supported by Trip Sheet, logbook, toll/parking receipts and proof of payment of salary and other statutory liability, if

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any.

11. The staff provided by the contractor shall not be entitled to get any amount from this office as allowances, wages, bonus, gratuity or retrenchment compensation etc. Such persons shall purely be engaged by the contractor only and this office shall not undertake any responsibility with regard to their employment, welfare, payment of wages etc.

12. The Contractor shall furnish complete Biodata with mobile no. of the driver.

13. The Contractor shall arrange for proper substitute of the driver in case of his leave, absence, sickness etc.

14. The Medical superintendent , ESIC MH, Baddi (H.P) reserves the right to require the Agency to replace the driver without assigning any reasons for the same and the agency shall do so promptly when required up to do so.

15. Log book shall be maintained and usage details therein shall be certified by an authorized officer of this office on daily basis.

16. The contract shall initially be valid for a period of two year and may be extended for a further period of one year on mutual consent subject to satisfactory performance, on the same terms and conditions AT THE SOLE DISCRETION OF THIS OFFICE. The ESI Corporation however, reserves the right to terminate the contract at any time with a written notice of one month. The contractor is required to give a notice of three months, in case he wishes to discontinue the service.

17. In case of breach of any terms and conditions of the contract, the performance security deposit of the Contractor shall be liable to be forfeited besides annulment of the contract.

18. It shall be the responsibility of the vendor to arrange for adequate insurance cover for the vehicle, driver, passenger and third parties as required by Motor Vehicle Rules etc. Further, penalties, fine and any other damages arising out of non compliance with any Govt. rules and regulations shall be borne solely by the tenderer.

19. The tenderer shall bear all taxes, recoveries, charges etc. as applicable and also comply with all the statutory requirements regarding compliance of all labour laws such as Minimum Wages Act, Payment of Wages Act, Payment of Gratuity Act, Payment of Bonus Act, etc. The tenderer shall indemnify against all liabilities/losses/penalties/fines borne by this office which may arise on account of hiring of the Wellness Van under this contract.

20. TDS or any other tax leviable as per rules shall be deducted from the bills wherever applicable.

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**21.** Besides proportionate deduction of the monthly charges and recovery of costs of alternate arrangements, penalty of Rs. 500/- per day of failure/delay to provide Wellness Van may also be imposed at the sole discretion of the The Medical superintendent , ESIC MH, Baddi (H.P) Decision of The Medical superintendent , ESIC MH, Baddi (H.P) in this regard shall be final and binding.

### **V. Tender Evaluation Criteria**

The lowest bid (L-1) shall be evaluated by giving the following weightage to the rates quoted :

Sl.	Details	Weightage
A	Charges for Wellness Van for first 2500 kms / month with driver timing 8.00AM to 8.00PM for all days.	90%
B	Charges per km after completion of 2500 kms in a month	10%

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**Annexure - A****Brief Description of the firm**

Sl.No.	Particulars	Details
1	Name of the tenderer	
2	Constitution (Proprietorship/Partnership/Company etc.)	
3	Name of Owner/Partners/Directors	
4	Full particulars of Office	
	4(a) Address	
	4(b) Telephone No./Mobile No.	
	4(c) Fax No.	
	4(d) E-mail address	
5	Full particulars of the bankers of the firm	
	5(a) Name of the Bank	
	5(b) Account type	
	5(c) Account No.	
	5(d) PAN No.	
6	GST No.	
7	Details of Earnest Money Deposit	
	7(a) Amount	
	7(b) DD No. and date	
	7(c) Drawn on bank	
	7(d) Valid upto	

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E. mail : [ms-baddi.hp@esic.nic.in](mailto:ms-baddi.hp@esic.nic.in)

Ph- 01795-275105

कर्मचारी राज्य बीमा निगम आदर्श अस्पताल, बद्दी

**EMPLOYEES' STATE INSURANCE CORPORATION MODEL HOSPITAL, BADDI**

श्रम एवं रोजगार मंत्रालय, भारत सरकार / Ministry of Labour & Employment, Govt. of India

गांव - काठा, बद्दी, जिला - सोलन (हिमाचल प्रदेश)/ Village - Katha, Baddi, Dist - Solan (H.P) 173205

An ISO 9001:2015 Certified institute

Annexure "B"

**Quotation for Wellness Van ( PRICE BID)**

1. Details of vehicle to be deployed as Wellness Van.

Manufacturing Company.....

Model .....

Year of Manufacturing. ....

Quotation for hiring Wellness Van

Sl.No	Details	Quoted Charges
1	Charges for Wellness Van for first 2500 kms / month with driver timing- 8.00AM to 8.00PM on all days.	Rs. _____ (Rupees _____ only)
2	Charges per km after completion of 2500 kms in a month	Rs. _____ (Rupees _____ only)

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**Annexure “C”****DECLARATION**

1. I.....Son/ Daughter of Shri .....

Proprietor / Partner/Director/Authorized Signatory of .....

am competent to sign this declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
2. The information/document furnished along with the above application are true and correct 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.
3. It is certified that the firm has not been blacklisted by any Govt., PSU or Autonomous / Statutory body/Reputed Private Company.

Signature of authorized person.

Date:

Full Name:

Place:

Firm's / Company's seal:

**Note: The above declaration, duly signed and stamped by the authorized signatory of the tenderer must be enclosed with tender.**

**Sign of tenderer with seal**



**Annexure D****Checklist of Documents to be submitted****THE BID DOCUMENTS HAVE TO BE SUBMITTED IN THE FOLLOWING SEQUENCE**

Sl. No.	Documents	Submitted (Yes/No)
1	EMD Rs.20,000/- in the form of DD of any nationalized bank payable at Baddi (H.P)	
2	Copy of PAN Card	
3	Copy of GST Registration	
4	Copy of Valid Motor Insurance of Vehicle proposed to be deployed as per eligibility criteria	
5	Copy of RC of vehicle proposed to be deployed if available	
6	Experience Certificate (at least one year) as per eligibility criteria	
7	Income tax return of last year	
8	Constitution (Proprietorship/partnership/company) related documents	
9	Bank Account details (Required Cancelled cheque)	
10	'Annexure A'(Brief description of firm)	
11	'Annexure B'(Quotation for Wellness Van )	
12	'Annexure C'(Declaration)	

Note: Tender document along with seal and signature of the authorized signatory on all the pages. Annexure B to filled separately and uploaded with financial bid.

**Sign of tenderer with seal**