



कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION
श्रम एवं रोजगार मंत्रालय , भारत सरकार
MINISTRY OF LABOUR & EMPLOYMENT,
GOVT. OF INDIA

वरिष्ठ राज्य चिकित्सा आयुक्त का कार्यालय
OFFICE OF SENIOR STATE MEDICAL COMMISSIONER,
क्षेत्रीय कार्यालय REGIONAL OFFICE
पूर्वोत्तर क्षेत्र , बामुनी मैदाम, गुवाहाटी-21
NORTH EAST REGION, BAMUNIMAIDAM, GUWAHATI - 781021
E-Mail smc-as@esic.in Phone / Fax - No. - 0361-2650705 / 2650522
Website : www.esicner.in / www.esic.nic.in

TENDER NOTICE

Senior State Medical Commissioner,ESI Corporation North Eastern Region(NER) Bamunimaidam Guwahati -21 invites sealed Tender for selection of an agency for providing Ambulance Services in ESI scheme hospitals and dispensaries Assam from interested parties who fulfil the following essential qualifications.

1) ESSENTIAL QUALIFICATIONS:

(A) The Bidder should have an experience of not less than a total of three years in providing Ambulance services of carrying patients in one or more Hospital of repute having minimum of 50 beds each. **(B)**The Bidder should have an average annual turnover of Rs. 5 Lakhs (Rupees Five Lakhs only) in the preceding 2 years. **(C)** The bidder should possess relevant licence(s)to perform the contract and registration of ESI, EPF, etc. **(D)** The Bidder should not be under declaration of ineligibility for corrupt and fraudulent practices or any other reason whatsoever, or have not been black listed by Govt. of India or Assam State Govt. or any of its agencies including Public Enterprises and/or by any state Govt or any of its Agencies. **(E)** The Bidder should not have been convicted of any offences under any Labour Laws. **(F)** The bidder should have a permanent place of business at Assam.

1.Detailed specifications, Terms and Conditions are given in the tender document which can be obtained from **Office of the Senior State Medical Commissioner,ESI Corporation North Eastern Region(NER) , Bamunimaidam, Guwahati -21** against payment of non refundable tender fee of Rs.1000/- for each tender document .

2.The tender document / form are not transferable.

3.Tender should be submitted along with D.D. for Rs.70, 000 (Rupees Seventy thousand only) drawn in favour of "ESIC Saving Bank A/c. No.1, **Senior State Medical Commissioner,ESI Corporation North Eastern Region(NER) Bamunimaidam Guwahati - 21** towards E.M.D.

4.The successful bidder will have to deposit an amount of Rs.1,80,000/- as Security Deposit in the form of Bank Guarantee which is refundable after completion of the period of service.

5.Schedule dates for Tender:

- a).Sale of Tender documents from **02-03-2017 to 31-03-2017 up to 4-00P.M.**
- b).Last Date for submission of Tender up to **1-00 P.M. on 31-03-2017.**
- c).Opening of Tender at **3-30 P.M. on 31-03-2017.**

Senior State Medical Commissioner,ESIC (NER)



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Sub:- Invitation to tender for ambulance service on contract basis.

(NOTE)

The envelope containing the tender as well as subsequent communications should be addressed and delivered to the **Senior State Medical Commissioner,ESI Corporation North Eastern Region(NER) Bamunimaidam Guwahati -21**. All communication must be addressed to the officer named above by title only and not by name.

From:

**Senior State Medical Commissioner,
ESI Corporation North Eastern Region(NER) ,
Bamunimaidam Guwahati -21**

To,

.....
.....
.....

Sir(s)

The **Senior State Medical Commissioner,ESIC(NER)** invites sealed tender for supply of "Ambulance Service on Contract basis" as per specifications and /or quantities detailed in the Schedule attached. The "Tender Documents" comprising the General Terms and Conditions of Contract (Annexure 1) and the Special Terms and Conditions of Contract (Annexure II) which will govern the contract made. The Tender Application Form (Annexure III) and the Schedule of contract / specifications of items / proforma for quoting rates (Annexure IV) 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 tender to this office.Tenderers are requested that, before quoting their rates for submitting tender, the tender form may please be read out thoroughly (line by line), otherwise Competent Authority of **Office of the Senior State Medical Commissioner,ESIC(NER)**will not be held responsible for any error /oversight of his own.The cost of Tender documents is Rs. 1,000/- (Non –refundable) & shall be paid by Way of Demand Draft of any Nationalised bank to be drawn in favour of "ESI Fund A/c No.1" payable at Guwahati ; **cheques/cash will not be accepted.**

The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filing up the tender form and signing in full, on each page, failing which the bid is liable to be rejected In the event of the space on the schedule form being insufficient for the required purpose additional pages may be added. Each such additional page must be numbered

consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form.

Senior State Medical Commissioner,ESIC(NER) does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

Acceptance by the Competent Authority of ESIC shall be communicated to you in due course. You are advised that the instructions contained in the tender document should be adhered upon.

The Tenderer is advised to check the following checklist while submitting the tender without which offer liable to be rejected. Tick (✓) in appropriate box.

CHECK LIST		Submission	
		Yes	No
1.	Tender document fee by demand draft only		
2.	Earnest Money Deposit by Demand Draft only		
3.	Original Tender document must be signed all pages		
4.	Valid Trade Licence		
5.	PAN/TAN other statutory documents		
6.	Registration Certificate of the vehicle (As an Ambulance)		
7.	Certificate regarding permanent place of business in Guwahati.		
8.	Price should be quoted in original sheet in Annexure IV. Price quoted in other sheet will not be accepted.		

Yours faithfully,

Senior State Medical Commissioner,ESIC(NER)

Enclosure:

- Annexure-I (General Tender Terms & Conditions)
- Annexure-II (Special Tender Terms & Conditions)
- Annexure-III (Tender Application Form)
- Annexure-IV (Schedule of work / proforma for quoting rates / Specifications for SUPPLY OF AMBULANCE SERVICE ON CONTRACT BASIS.



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Annexure-I

GENERAL TERMS AND CONDITIONS FOR AMBULANCE SERVICE

Period for supply of Blank Tender Forms and related documents at the Hospital on all working Days (Except Saturdays, Sundays and Holidays)	02-03-2017 to 31-03-2017 at any day up to 4.00P.M.
Last Date & time of submission of completed Tender form in the prescribed tender box.	31-03-2017 up to 1-00P.M.
Date & Time of Opening of Tender	31-03-2017 .at 3-30P.M.
Earnest Money	Rs.70,000.00
Security Deposit Money @ 5%	Rs.1,80,000.00
Approx Tender Value	Rs. 36,00,000.00

INSTRUCTIONS.

1. PREPARATION OF TENDER:

- 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 page with stamp.
- 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.
- The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other nominated by him to inspect the Ambulance to be supplied at all reasonable times.

2. SIGNING OF TENDER:

- The tender should be complete in all respect. Incomplete Tender or tender with without EMD will be summarily be rejected.
- Individuals signing tender or other documents connected with the contract must specify.
 - Whether signing as a "Sole Proprietor" of the firm or his Attorney ? **Yes/No***
 - Whether signing as a "Registered Active Partner" of the firm or his Attorney?
Yes/No *
 - Whether signing for the firm "Per Procreation" ? **Yes/No***

*Strikeout as applicable.

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 the attorney and produce copy documents, empowering him to do so, if called upon to do so.

3. SUBMISSION OF TENDER:

The tender document (Annexure-I to annexure-IV), duly completed and signed on each page, should be submitted, in a sealed envelope addressed to Office of **Senior State Medical Commissioner(NER), ESIC,Bamunimaidam, Guwahati-781021**. Super scribing on the envelope "**TENDER FOR AMBULANCE SERVICE**". Tenderer should also write their name & address of the Firm.

4. LATEST HOUR FOR RECEIPT OF THE TENDER:

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event for 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 next working day.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i. All tenders should remain valid for acceptance for a period of 60 days from the date of opening of the tender.
- ii. The contract if awarded, shall be valid initially for one year from the date of award of contract subject to continuous satisfactory performance. If the services of the Contract is not satisfactory in the eye of Competent Authority then ESIC reserve the right to terminate the contract by giving one month notice. Either party can terminate this contract by giving one-month notice. 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 & conditions of the accepted Tender. However the Competent Authority on his discretion can increase the price up to maximum 10% of the rate quoted, if it is felt that there has been excess price rise in terms of fuel/ maintenance.

6. OPENING OF TENDER:

The tender shall be opened on the date and time mentioned here in the document All tenderer 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. PRICE:-

- i) Price quoted rate should be firm & fixed as per annexure –iv.
- ii) The quoted rate should be inclusive of service Tax, statutory dues, etc. as applicable. No escalation whatsoever will be acceptable.

8. DELIVERY TERMS :

Upon award of contract the tenderer should place the Ambulance along with Driver in the designated place in consultation with Competent Authority of **Senior State Medical Commissioner,ESIC(NER)** within 7 days from the date of issue of supply order.

9. INSPECTION OF SUPPLIED AMBULANCE.

The Ambulance supplied will be inspected by **Senior State Medical Commissioner, ESIC(NER)** or his assigned representative . Any discrepancy found in terms of specification etc. may be asked to replace the Ambulance to the satisfaction of Competent Authority & binding to the supplier. The replacement of Ambulance should be at the earliest possible time.

10. OTHER TERMS :

A. **Responsibility for executing Contract** : The contractor is to be entirely responsible for the execution of the contract in all respect 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 other contractor.

He is solely responsible for executing the contract. In the event of the contractor contravening this condition, **Senior State Medical Commissioner,ESIC(NER)** can terminate the contract by giving one month notice.

C. **Earnest Money** : The tenderer shall have to deposit **Rs. 70,000/-** as earnest money with their tender , failing which the tender is liable to be rejected . The earnest money is to be paid by **Demand Draft of any Nationalised Bank drawn in favour of ESI A/c No. 1 payable at Guwahati. NO CHEQUES WILL BE ACCEPTED** . In the event of the withdrawal / revocation of tenders before the date specified for acceptance , the earnest money shall stands forfeited . In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below. The earnest money of unsuccessful bidder will be returned without interest to the tenderer within 30 days of issue of supply order to the successful bidder.

D. **Security Deposit** : On acceptance of the tender , within the period specified by the **Senior State Medical Commissioner,ESIC(NER)**, the contractor shall deposit as security , a sum of **Rs. 1,80,000 /-** . The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available in the law . The security shall be in the form of Demand Draft payable at Guwahati-21 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 **Senior State Medical Commissioner,ESIC(NER)** shall be entitled to make other arrangements at the risk expense of the contractor .

b) On successful completion of 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. 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 shall be entitled to recover of such sum by appropriating , in part or whole the security 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 awarded to the contractor with the ESIC .

F. Insolvency and breach of contract : The **Senior State Medical Commissioner,ESIC(NER)** 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 proceeding 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 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 ESIC and provided also that the contractor shall be liable to pay the ESIC for any extra expenditure.

G. Arbitration : In the event of any dispute or difference arising out of the terms and conditions laid down in this tender , the same shall be referred to Arbitrator appointed by the Competent Authority of ESIC. The appointed arbitrator will arbitrate as per provision of Arbitration Act 1940 (as amended as rules framed there under). The award arbitrator is final & binding on both the parties.

H. Document: The tenderer should have a valid **Trade license , PAN / TAN /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.**

I. Statutory requirements : For Deployed Ambulance Driver the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act. 1970 , Minimum Wages Act as applicable ; Payment of Wages Act. , ESI Act. 1948 , EPF Act. 1952 , etc . Including 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 maintain registers and records, related to the Ambulance.

J . Right accept / reject : The competent authority of ESIC reserves the right to accept or **reject** any or cancelled tender process without assigning any reason whatsoever.

K. Experience : The bidder must not have less than 3 (three) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender .The persons deployed along with the Ambulance shall not have any claim for permanent absorption in ESIC and such claim if raised shall be violation of the terms and conditions of the agreement ,ESIC shall have the right to cancel the agreement & terminate the contract.

L. 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 .

M. In the event of any violation of laws , rules , statutory provisions by the contractor , this amount to breach of contract and in such case , ESIC will have the right for terminating the contract , forthwith , without giving any notice or assigning any reason.

- N. Validity of Contact:** The Contact , if awarded , shall **initially for one year 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 . This period of one year can be further extended to a maximum of one more year, at the sole discretion of the hospital without prejudice to any other right of the hospital.
- O.** The contractor shall be required to submit his bill to the office of Sr. State Medical Commissioner,NER, ESIC,Bamunimaidam, Guwahati-21 in triplicate month-wise by 7th of the subsequent month with a certificate of satisfactory performance from AMO,ESI scheme,Assam for further action and payment shall be released as per the terms & conditions , less deduction at source of Income tax , all salutatory dues at prevailing rates .
- P.** The successful agency shall have to enter into an agreement with the terms & condition of the contract with ESIC on a Non Judicial Stamp Paper of Rs. 100/- or above . The cost incurred in this connection, shall be borne by the contractor.
- Q.** The rates once accepted by the hospital shall remain unaltered through out the period of contract .
- R.** In case of failure to comply with the provisions of the terms & conditions mentioned , by the agency that has been awarded the contract , ESIC 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 .
- S.** The tenderer will quote the rates in respect of supply of Ambulance shall be filled as per **Annexure - IV** appended herewith.

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Annexure-II

SPECIAL TERMS AND CONDITIONS FOR AMBULANCE SERVICE

The following special terms and conditions shall apply and Ambulance services on contract basis to be used by ESI scheme hospitals and dispensaries Assam

- 1.The tenderer should have a permanent place of business in Assam and the complete Postal Address, telephone / Mobile /Fax /E-mail addresses. while submitting the completed tender form.
- 2.The agency while submitting their tender form shall enclose certified Photostat copies of experience trade licences essential for carrying out the activities under reference. Service tax /VAT,PAN as applicable or 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.
- 3.The tender application form and related documents along with the Earnest Money is to be submitted in a sealed Envelope as specified in Annexure-I (General Terms & Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the office of the SSMC,ESIC,NER at the date and time specified in this documents.
- 4.The Competent Authority reserves the right to accept / reject any tenders or cancel this NIT without assigning any reason whatsoever.
- 5.The tenderer will get the vehicle registered as an Ambulance by appropriate authority and it should have all the facilities / essentialities supported to be available in a standard Ambulance.
- 6.The vehicle should have proper Registration Certificate, Road Tax payment Certificate, Fitness, Insurance (including the Driver). The vehicle offered should not be more than 3 (three) years old. Offer is limited to single stretcher vehicle only.
- 7.The vehicle offered should conform to the emission norms laid down by Pollution Control Board and should possess the certificate "Pollution Under Control" issued from the concerned authority.
- 8.The vehicle offered on contract should be free from litigation as regards ownership is concerned and should possess no tainted history as rash driving, negligence of traffic rule etc.
- 9.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.

10. The driver engaged should have valid Driving Licence and should be co-operative and amiable in nature.
11. The driver should not have any past history of criminal records or Alcoholism or Drug Addiction.
12. The Tenderer /bidder would manage shifting of drivers in such a manner that at the 24 hours service should not be interrupted.
13. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer Statutory liability Viz. ESI /EPF etc. would be solely borne by the tenderer / bidder and no extra payment would be made on these accounts. Any expenditure towards wear and tear, repairing would be borne by the tenderer / bidder.
14. The legal liability arising out of Accident, if any during the period of engagement would be borne by the tenderer / bidder.
15. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer / bidder.
16. 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.
17. The tenderer / bidder would provide a mobile phone to its Driver and the number would be intimated to the MO IC of ESIC Hospitals and dispensaries on duty, this is compulsory .
18. The vehicle offered should have seats in the patient's cabin for an attendant as well as one paramedical staff.
19. 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.
20. The holder shall maintain a logbook keeping records of the movement and such records will be certified by the Agent of the SSMC as nominated.

Senior State Medical Commissioner,ESIC(NER)

TENDER APPLICATION FORM

1.		Name of the Firm	
	a.	Full Postal Address	
2.	b.	Cell Phone No.	
	c.	Telephone No.	
	d.	Fax No.	
3.		Date of Establishment of Firm:-	
		If your firm Registered under:-	
4.	a.	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 contractor of any other organisations/ institutions, if any give details?	
9.		Give details of any Government Contracts executed during the last twelve months.	
10.		Any other information which you consider necessary to furnish.	

UNDERTAKING.

- 1.**The undersigned certify that, I have gone through the terms & conditions mention in the tender documents and undertake to comply with them.
- 2.**The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution / hospital in Assam.
- 3**The Earnest Money of Rs. to be deposited by me has been enclosed herewith vide Demand Draft No. Dated Drawn on bank Branch.....
- 4.**I/We give the right to Sr. State Medical Commissioner,NER to forfeit the Earnest Money / Security money deposit by me / us if any delay occur on my / agent's part or fail to perform the duty as assigned within the appointed time & date.
- 5.**There is no vigilance /CBI case or court case pending against the firm.
- 6.**I hereby undertake to supply the Ambulance as per terms & conditions of the tender documents.

Signature of the tender:

Full Name

(Office seal of the tender)

ANNEXURE-IV

PLEASE QUOTE YOUR RATE.

1.	Retention charges of Ambulance Including Driver on 24 hours basis	Monthly Cost Rs.	
2.	Fuel Cost	Rupees per kilometre	

List of documents enclosed.

Date :

Place :

Full Name of the Tenders

Signature & Seal of the Tender.