

 <p><b>Chinta Se Mukti</b></p>	<p>EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, PEENYA (Under the Ministry of Labour &amp; Employment, Govt. of India) 5<sup>th</sup> Main Road, (FTI Campus), Yeshwanthpur Industrial Suburb, Bengaluru - 560022. Ph.no:080-23579467 email: ms-peenya.ka@esic.in</p>
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NO:532/Z/17/11/12-13

Date:17.06.2016

### **RE-TENDER NOTICE FOR PROVIDING AMBULANCE SERVICE**

Sealed tenders are invited from Ambulance and Hearse van operators for providing the Ambulance Service on contract basis for a period of one year to ESIC Hospital, Peenya, Bangalore-22

For details visit the website: [www.esickar.gov.in](http://www.esickar.gov.in) or [www.esic.nic.in](http://www.esic.nic.in) or General Branch of the Hospital.

Last date of submission of bid : 15/07/2016 at 12.00 Hrs

-Sd-

Medical Superintendent

Bangalore  
Dated: 17/06/2016

ESIC Hospital, Peenya, Bangalore is a 100 bed Hospital.

This Hospital invites sealed quotations under single bid systems from reputed agencies for providing ambulance services on contract basis for one year. Contract Period is initially for one year, extendable to a year, subject to the satisfactory performance of the firm during the contract period and subject to maximum of Two years (including the initial one year)

The re-tender document can be downloaded from the website <http://www.esickar.gov.in> & [www.esic.nic.in](http://www.esic.nic.in)

**Period of downloading of tender form: 23.06.2016 to 15.07.2016**

**Last date of submission of Bid: 15/07/2016** at 12.00 Hrs. If it happens to be holiday, on next working day at same time.

**Tender fee and EMD Amount:** The bid should be accompanied with the Tender fee of Rs. Nil/- & Earnest Money Deposit (EMD) of Rs. 25,000/- in the form of demand draft/pay order payable at Bangalore in favour of the "ESIC Fund Account No.1".

Late / delayed tenders shall not be opened/entertained under any circumstances.

The tender should be dropped in the sealed tender box available in the Room of Deputy Director (General), ESIC Hospital, Peenya, Bangalore – 22. The tender should be dropped latest by 12.00 Hrs on **15/07/2016**

**Date and time of opening of Bids:** The Technical Bids shall be opened on **15/07/2016** at 14.00 Hrs, and if it happens to be holiday, then on next working day at same time and same venue by the duly authorized officer/Team of officers of ESIC Hospital, Peenya in the presence of authorized representative of the bidders who wishes to be present.

The Tenderers whose Technical Bids are accepted will be informed in writing about the date of the opening of financial bids.

The Medical Superintendent, ESIC Hospital, Peenya, Bangalore-22 reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

**Medical Superintendent**

**RE-TENDER NOTICE FOR PROVIDING AMBULANCE SERVICES TO ESIC  
HOSPITAL, PEENYA, BANGALORE.**

**I. SCOPE OF WORK AND DELIVERABLES IN AMBULANCE SERVICES**

- 1.1. To provide 2 (Two) numbers of Ambulance with oxygen (medium motor vehicle equivalent to Tempo Traveller) for all the 3 shifts, round the clock throughout the year with drivers and stretcher bearers either on monthly package rates or on trip basis for Transportation of patients along with attendants from ESIC Hospital, Peenya, Bangalore within the city to any Government or Private Hospitals.
- 1.2. There should be 2 drivers and 2 stretcher bearers to operate 2 ambulances per shift or 8 hours and totally 6 drivers and 6 stretcher bearers per day for two ambulances round the clock
- 1.3. The Two Ambulances shall be provided with services round the clock without any disruption.
- 1.4. The Ambulance to be provided should be in excellent condition equipped with oxygen cylinder and oxygen facility. The oxygen should be filled by the service provider himself.
- 1.5. The monthly package rate to be offered for round the clock service for a minimum of 3000 kms per ambulance with oxygen per month and 6000 kms cumulatively for 2 ambulances with oxygen with drivers and stretcher bearers may be quoted by the service provider.
2. Ambulance with ICU facility Fully equipped vehicle with ventilator, Driver, Stretcher bearer and Nursing staff to be provided on call basis as and when required within 10 minutes
  - 2.1. The contractor may quote the rate trip either on per kilometer basis or trip basis for the ambulance with ICU Facility.
3. To provide Hearse van With driver and stretcher bearer within 30 minutes.
  - 3.1. The contractor may quote the rate either on per kilometer basis or trip basis for the Hearse Van.
4. To provide Embalming and freezer box on call and per case basis with in 30 minutes
  - 4.1. The rate per Embalming and freezer box case may be quoted

## II. INSTRUCTIONS TO THE BIDDERS

1. Sealed quotations are invited from the registered and reputed ambulance agencies for providing ambulance service for ESIC Hospital, Peenya, Bangalore - 22 on contract basis for one year under Two bid systems.
2. The re-tender documents shall be downloaded from the website <http://www.esickar.gov.in> and [www.esic.nic.in](http://www.esic.nic.in) from 23/06/2016.
3. Eligibility Criteria:
  - 3.1. The Tenderer should have the Registered / Branch Office in Bangalore.
  - 3.2. The Tenderer should have minimum three years experience  
Medical Superintendent reserves the right to modify or relax the eligibility criteria in case none of the tenderer is able to fulfill the required criteria. No relaxation will be given as far as statutory requirements are concerned.
4. Bid Security/ Earnest Money Deposit (EMD)
  - 4.1. EMD for **Rs.25,000/- (Rupees Twenty Five Thousand only)** in the form of Demand Draft/Bankers' Cheque from any Schedule bank drawn in favour of "**ESIC Fund A/c-1** payable at Bangalore" shall accompany the bid.
  - 4.2. EMD shall remain valid for a period of 30 days beyond the final validity period of bids (90 days).
  - 4.3. A bid received without Bid security (EMD) shall be rejected at the bid opening stage.
  - 4.4. The earnest money deposit (EMD) shall be refunded to the unsuccessful Tenderers after finalization of the contract.
  - 4.5. It shall be refunded to the successful Tenderer on receipt of Security Depositor shall be allowed to be adjusted towards Security Deposit.
  - 4.6. No interest is payable on the EMD.
  - 4.7. The bid security may be forfeited:
    - (i) If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
    - (ii) In the case of successful bidder, if the bidder fails to :
      - o Accept the offer of contract
      - o Submit the surety bond after awarding of the contract
      - o furnish the Performance security within the time specified in the document

## 5. Submission of Bid:

The tenderers are required to submit Bids as per prescribed proforma. The Bid should be submitted in separately sealed envelopes superscribed "**Re-Tender for Ambulance Services in ESIC Hospital, Peenya**".

### 6. The sealed envelope for the bid should contain the following:

- 6.1. Tender form fee of Rs. Nil
- 6.2. Earnest Money Deposit of Rs. 25,000/- in the form of Demand Draft / Pay Order from a Scheduled / commercial bank drawn in favour of "**ESIC Fund A/c No -1**", payable at Bangalore".
- 6.3. Copy of PAN Number
- 6.4. The declaration in the prescribed proforma (Annexure A) enclosed should be submitted along with the Technical Bid.
- 6.5. Any other registration which is mandatory for running such Agency prescribed by the concerned authority from time to time

### 7. The bids should be serially numbered and submitted in a spiral binding document.

**All the entries/documents submitted in the bid must be legible and filled clearly and self attested along with the seal of the firm. Any overwriting which is unavoidable shall be signed by the authorized signatory. Otherwise the bid will be rejected.**

### 8. Deadline for submission of bids

- a. The above envelopes shall be sealed and addressed to **The Deputy Director (General Branch), ESIC Hospital, Peenya, Bangalore - 22** and must reach on or before the **15/07/2016 by 12.00 Hrs.**
- b. No bids will be received/accepted after the expiry of the prescribed date and time for submission of the bids.
- c. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore - 22, may, at his discretion, extend the deadline for submission of bids.

### 9. Bid Opening and Evaluation

- 9.1. The bid shall be opened by the Officers authorized by the Medical Superintendent **at 14.00 Hrs on 15/07/2016** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present.
- 9.2. All the bids will be scrutinized, relevant documents will be checked for their eligibility.
- 9.3.

The tenderers whose technical bids are accepted will be informed about the date of the opening of financial bids.

10. Contacting the officials
  1. No bidder shall try to influence the Hospital administration on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
  2. Any effort by the bidder to influence the Hospital administration in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
11. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
12. Tenders received and found deficient on account of registrations, documents or any required information are liable to be rejected summarily.
13. The Tenders from Individual/Firm/Organization including its Partners/ Shareholders/ Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained.
14. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
15. The bidder shall submit full details of his Agency / firm or, if the bidder is proprietor / partnership or a Private Limited Company, full details of ownership and name of the Directors. If the bidder is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Hospital authority.
16. The bidder is expected to examine all instructions, Forms, Terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
17. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and

- earnest money deposit (EMD) will be summarily rejected.
18. Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
  19. Non transferability : This tender is non transferable
  20. Any conditional acceptance is liable for rejection of tender.
  21. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore – 22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
  22. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore – 22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
  23. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore will award the contract to the successful evaluated bidder whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
  24. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore will award the contract to the successful evaluated bidder whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
  25. The Contractor who has quoted the least total in bid shall be considered as the lowest tenderer.
  26. In case more than one bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation by committee constituted by the Medical Superintendent, ESIC Hospital, Peenya, Bangalore. The committee shall decide after verifying the premises, infrastructure, facility and years of experience etc.
  27. The successful bidder will be informed by Registered post/e-Mail that his bid has been accepted (hereinafter and in the condition of contract called the “Letter of Award”)
  28. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award until extended by the Medical Superintendent, ESIC Hospital, Peenya, Bangalore up to a maximum of

another two weeks in a non judicial stamp paper and all the expenditure in this regard should be borne by the bidder.

29. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Award" for an amount of **Rs. 1,00,000 (Rs One lakh only)** in the form of Demand Draft/Pay Order from a Scheduled / commercial bank drawn in favour of "ESIC Fund A/c No -1", payable at Bangalore' or in the form of an unconditional Bank Guarantee from a Scheduled bank in the format approved by ESIC. The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.
30. This Security deposit will not bear any interest of whatsoever kind.
31. Each page of the Tender documents should be signed and stamped by authorized representative of Tenderer in acceptance of the terms and conditions laid down by ESIC.
32. Tender containing false, misleading information will be rejected and may also be liable for consequences for submitting false information.
33. The Medical Superintendent, ESIC Hospital, Peenya, Bangalore does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
34. Medical Superintendent may at his discretion, amend/modify the tender and/or extends the deadline for submission of tenders at any time prior to the last date for submission of Tenders. Medical Superintendent may for any reason at his own initiative may modify the Tender documents by amendment and information thereof will be uploaded on Corporation's website and shall be binding on all concerned
35. The competent authority reserves the right to withdraw/relax any of the terms and conditions mentioned above.
36. The Medical Superintendent, ESIC Hospital, Bangalore -22 is the Competent Authority to renew Contract or to terminate contract.
37. All disputes relating to this tender can be legally resolved through courts in Bangalore only.

### III. TERMS & CONDITIONS

1. The vehicle offered should be in fit condition and it should have all the



facilities/potentialities supposed to be available in a standard Ambulance:

- a. Twin stretcher benefit
  - b. Emergency light with hooter
  - c. Hygienic washable vinyl flooring
  - d. Foldable attendant and doctor seat
  - e. Durable oxygen cylinder bracket with holder
  - f. Exhaust fan and normal fans for patients
  - g. Small drug cabinet
  - h. Stand for intravenous fluid
  - i. 12 volt plug point for connecting monitors
  - j. Provision for connecting transport ventilator
2. The driver engaged should have valid driving license and should be co-operative and amiable in nature.
  3. The driver provided should not have any past history of criminal records or Alcoholism or Drug Addiction.
  4. The tenderer/bidder would manage shifting of drivers in such a manner that the 24 hours service should not be interrupted.
  5. The drivers employed by the tenderer/bidder shall always be ready for duty during duty hours.
  6. The driver(s) employed by the tenderer/bidder shall have proper and valid driving licences and physical fitness certificate for driving as required by law and shall have mental fitness and satisfy all conditions as required by Transport Authority and should also have experience of driving four wheelers.
  7. The drivers supplied should not be above 60 years of age.
  8. The driver should always wear uniform while on duty.
  9. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
  10. The persons provided by the contractor shall not claim any benefit/compensation/absorption/regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.
  11. The Hospital shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Hospital does not recognize any employee employer relationship with any of the workers of then contractor.
  12. The contractor has to indemnify the ESIC against all claims, damages or compensation under the provisions of Central Minimum wages Act, 1948 and

- other Labour laws in force from time to time and Payment of Wages Act, 1936; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, or any modification thereof, Child Labour (Prohibition & Regulation) Act, 1986 Or any reenactment or modification of the same and any other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule to the personnel deployed and all Acts related to Social Security (ESI & EPF etc), Service Tax wherever applicable & other Labour legislations, and such statutory orders from time to time. ESIC will not own any responsibility in this regard. And the Contractor will be liable for any consequences resulting from violation of any such rule / provision.
13. The tenderer will get the vehicle registered as an Ambulance by appropriate authority. The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance and shall be in running condition roadworthy without any trouble at all.
  14. 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 authorities concerned.
  15. The vehicle offered for hire should be free from litigation as regards ownership is concerned and should possess no tainted history as rash driving, negligence or violation of traffic rule etc.
  16. The vehicle should be kept ready for 24 hours a day, seven days a week without any kind of break and accordingly the tenderer should arrange for replacement of vehicle in case of normal wear and tear/temporary out of service. Any expenditure towards wear and tear, repairing would be borne by the tenderer/bidder.
  17. Good engine condition for regular use and adequate quantity of fuel should be provided by the tenderer himself at his own cost.
  18. The Vehicle offered should have seats in the patient's cabin for transporting more than one patient.
  19. 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 any would be recovered from the monthly bill of the tenderer/bidder, including initiating proper action.
  20. In case the ambulance van breaking down en-route, the tenderer shall immediately arrange alternate ambulance van for transportation of patients. Any failure to provide alternate transportation within a reasonable time will be considered as failure of service and hence breach of contract.
  21. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the tenderer.

22. Any loss of property caused by the driver would be recovered from the monthly bill of the tenderer.
23. The tenderer would provide a mobile phone to its driver and the number would be intimated to the CMO on duty and this is compulsory.
24. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the officer designated by Medical Superintendent.
25. The tenderer may note that in case of any failure or breach of the terms and conditions of contract which results in defects in delivery of medical care of patients in the ambulance van, including emergencies which has resulted due to deficiencies in services provided by the tenderer thus leading to failure of providing services, the cost will be recoverable from the tenderer in addition to attracting penalty.
26. Payment of wages and statutory obligations such as minimum wages etc., are to be observed by the tenderer. Statutory liability viz. ESI/PF etc, would be solely borne by the tenderer and no extra payment would be made on these accounts.
27. The tenderer should provide uniform to the driver so that the patients/staff can easily identify them.
28. The tenderer should quote the vehicle details that they are going to provide in the tender document itself.
29. The tenderer should keep the ambulance ready for inspection whenever called for.
30. The Contractor should ensure the availability of ambulance with drivers to maintain adequate service and in case of any breach of terms and conditions penalty of Rs.1000/- (Rupees One thousand Only) per incident shall be levied and deducted from the bill.
31. Any deduction due on account of Contractors/Service Providers obligation under the contract and subject to such deductions as may be necessary for making of ESIC Hospital's claim against the Service Provider.
32. Deduction of any liability/damages incurred by Medical Superintendent, ESIC Hospital, Peenya, Bangalore - 22, on behalf of the Service Provider/Contractor in the discharge of his/their obligations under this Tender.
33. For any dispute regarding quality / service and rates the decision of the Medical Superintendent shall be final and binding to the Contractor.
34. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.
35. The security deposit amount will be refunded to the contractor within 60 days of completion of the contract subject to Satisfactory Performance of the Contract.
36. The Security Deposit/ Bank guarantee will be forfeited if the bidder violate any of the conditions of this contract.
37. The selected Service Provider shall be required to start the services in accordance

with the time schedule specified in the work order issued by Medical Superintendent after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, Medical Superintendent reserves the right to cancel the work order and forfeit the EMD and/or Security Deposit.

38. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.
39. The Medical Superintendent also reserves the right to terminate the contract in whole or in part by give it in written notice if the bidder fails to satisfy the conditions of this contract.

Read and Accepted Signature of Tenderer with seal.

**DECLARATION**

1. I, Son/Daughter of Shri Proprietor/Partner/Director/Authorized Signatory of competent to sign this declaration and execute this re-tender document.
2. 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 documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, , Leave etc. and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
3. I / We hereby agree to abide by all terms and conditions laid down in re-tender document.
4. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves to abide by the said terms and conditions. As far as possible I / We shall provide Ambulance services as per the terms and conditions of the Tender.

Signature of authorized person

Date:

Full Name:

Place:

Company's Seal:

**N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Company, should be enclosed with Technical tender.**

**Re-Tender for providing Ambulance Service in ESIC Hospital, Peenya, Bangalore - 22**

1	Name & address of the tenderer and firm with :	
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	telephone, e-mail		
2	Name & address of The Bank of the tenderer	:	
3	Registration Details:-	:	
	PAN Number (copy to be enclosed)	:	
	Service Tax Registration No. (copy to be enclosed)	:	
	Certification of establishment (copy to be enclosed)	:	
4	Details of Earnest Money Deposit	:	
	Amount (Rs.)	:	
	D.D./P.O. No. and Date	:	
	Drawn on Bank	:	
	Valid up to	:	
5	Ambulance Type	Description	Amount quoted in Rs. (inclusive of taxes)
	Ordinary Ambulance with driver, Stretcher bearer, Oxygen cylinder and mask	Charges for 6000 kms cumulatively for two ambulance/month (minimum fee to be paid even if the distance does / does not reach 6000 kms)	
		Charges per km after completion of 6000 kms in a month	
	ICU Ambulance with driver, Stretcher bearer.	Charges per trip	
	Hearse van on call basis	Charges per trip	
	Embalming and freezer box. On call and per case basis with in 30 minutes	The rate per case may be quoted	

Date  
Place

Signature of the authorized person  
Full name  
Company's seal