

# TENDER DOCUMENT FOR HIRING OF AMBULANCE SERVICE AT IIT DHARWAD

Tender No. IITDh/CS/2021-2022/Ambulance/01

Page 1 of 23 (Final RFP after pre-bid)

#### **NOTICE INVITING TENDER (NIT)**

1.	Date of Tender Publishing on the institute website and CPPP	06.04.2021
2.	Pre-bid meeting and site visit at IIT Dharwad	Conducted (Minutes of meeting placed at CPPP & Institute's website)
3.	Date of publishing minutes of pre-bid meeting & publishing revised RFP (as the case may be) on the institute website and CPPP	23.04.2021
4.	Bid submission (start date & time)	24.04.2021 from 0900 Hrs.
5.	Bid submission (end date &time)	03.05.2021 up-to 1100 Hrs.
6.	Opening of Technical Bids, (Technical Presentation and Technical Evaluation)	03.05.2021 at 1130 Hrs
7.	Opening of commercial bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his / her authorized representative at the time of opening of the Commercial bids is up to the bidder.
8.	Location of tender box / address for bid submission	The Assistant Registrar (C&S) IIT Dharwad, Pune Bengaluru Highway, Near High Court Dharwad bench, Dharwad, Karnataka – 580011
9.	EMD Value	EMD will not be charged however if the bidders withdraw or modify their bids during the validity, they will be suspended for participating in any of the IIT Dharwad requirement (Including this requirement) for 05 Years
10.	PBG Value	3% of the contract value.

# Tender document can also be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements\_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

#### **ELIGIBILITY AND PRE-QUALIFICATION CRITERIA**

All bidders must meet following criteria before they apply for the bid. The bidders meeting the criteria must enclose their supporting documents along with the technical bid. Any bidder/bidder not fulfilling any of the criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation: -

<u>Ser</u> No.	Criterion	Documents to be provided
1.	The bidder shall be a company, partnership firm or a Proprietor registered under the respective Indian acts (i.e. companies Act -1956, the partnership Act - 1932 respectively) having their registered offices in India.	For company- Copy of Certificate of incorporation, for partnership - Partnership deed and for the proprietor - detail of registered office. All entities are to submit their bank details.
2.	Bidder should be registered with Income Tax and Goods & Service Tax departments	<ul><li>(a) Attested copy of PAN/GIR Card</li><li>(b) Attested copy of Goods &amp; Service</li><li>Tax registration certificate</li></ul>
3.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department	Self-Declaration in the format as per <b>Appendix "G"</b>
4.	Bidder should have minimum 3 years' experience in providing ambulance service at any autonomous institute of higher education / equitable government / corporate organisations.	Certified Work Orders / Agreements of award of contract for providing ambulance service.
5.	At least 3 Successfully completed ambulance service similar in scope and size as of the work at any autonomous institute of higher education / equitable government / corporate organisations. In addition, the bidder must have carried out ambulance service of following indicated value: -	Bidders have to submit satisfactory works completion certificates of indicated values.
	(i) Three completed ambulance service costing not less than 40% (Forty per cent) of the estimated cost (i.e. Rs 10 lakh each); or	
	(ii) Two completed ambulance service costing not less than 50% (Fifty per cent) of the estimated cost (i.e. Rs 12.5 lakh each); or	
	(iii) One completed ambulance service costing not less than 80% (Eighty per cent) of the estimated cost (i.e. Rs 20 lakh).	
6.	Bidder should accept all the tender conditions unconditionally and sign all the pages of the tender document to this effect. The bidder shall specify an authorized representative with written power of attorney of the signatory of the bid to commit the bidder.	All the pages of the tender document should be signed by the bidder. <u>Power of</u> <u>attorney / authorization along with Name,</u> <u>contact details and designation of the</u> <u>representative, duly signed by the</u> <u>proprietor / all the partners / the board (as</u>

	the case may be) must be submitted
	along with the technical bid.

#### PROCEDURE FOR SUBMISSION OF PROPOSAL

- 1. The Bidder is expected to read and examine all the terms and conditions, of the tender document with full understanding of its implications. Failure to furnish all information required or submission of a bid not substantially responsive in all respect will be at the Bidder's risk and may result in outright rejection of the bid.
- 2. Acquaintance of the Nature of Work. It shall be the responsibility of the bidder to acquaint himself about the correct nature of the work and requirement of the Institute, according to which the service is expected.
- 3. Format for submission of bid. The bids shall be submitted in following manner:
  - a) The bid must be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial Bid (i.e. price bid)
  - b) Technical Bid along-with supporting documents, Earnest Money Deposit (in form of DD/BG in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed `Technical Bid for hiring ambulance service at IIT Dharwad' All the pages of this tender document, along with necessary Appendices (as applicable) duly signed and stamped, will form the technical bid
  - c) The Price Bid as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/ firm / company and sealed in a separate envelope super scribing `Price Bid for hiring ambulance service at IIT Dharwad'
  - d) The Technical bid and the Price bid shall be sealed in one envelope super scribing Tender for hiring ambulance service at IIT Dharwad. The bids shall be dropped in the tender box placed at the entrance of the Administrative block, IIT Dharwad or can be submitted by registered post (at own risk for delays) to the following address:
    IIT Dharwad, WALMI Campus, PB Road, Belur Industrial area, Near High Court of Karnataka Dharwad bench, Dharwad-580011 within the given date and time (Please refer the NIT) The technical bids shall be opened as per schedule placed at Notice Inviting Tender (NIT). The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
  - e) The tender for hiring of ambulance service at IIT Dharwad shall initially be awarded for a period of three months from the date of issue of work order. After successful run of service for a period of three months and delivery of essential contractual obligations, the contract may be extended further for 9 months to complete one year. The contract may thereafter be extended on a year to year basis for a period of two years (maximum 3 years in total) based on mutual agreement and subject to providing satisfactory service by the bidder to IIT Dharwad. The option to extend

contract at any stage shall solely depend upon IIT Dharwad.

- f) For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 and at arcs@iitdh.ac.in. Bidders can seek clarifications only till the date of pre-bid meeting. No query / input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid is over.
- g) For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or at arcs@iitdh.ac.in. Bidders can seek clarifications / modification in the tender terms only up to the pre-bid meeting. Please note that no request from bidders for modifications will be addressed after the pre-bid is over.
- h) Bidders are invited to participate in the pre-bid meeting scheduled as per the NIT at IIT Dharwad, WALMI Campus, Dharwad-580011. Bidders are requested to inform all inputs / queries in advance to arcs@iitdh.ac.in before start of the meeting for early resolution.
- 4. Earnest Money Deposit (EMD). The Bid Security (i.e. EMD) as per NIT shall be submitted in the form of a Demand Draft from any scheduled bank drawn in favour of "Registrar IIT Dharwad". The EMD must accompany Part-I (Technical Bid). The Bid Security shall be refunded to unsuccessful bidders, after finalisation of the tender. The Bid Security shall be forfeited in following cases:
  - a) if a Bidder withdraws its bid during the period of bid validity; or
  - b) if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time and / or conceals or suppresses material information; or
  - c) in case of the successful Bidder, if the Bidder fails to sign the agreement or to furnish performance guarantee within the specified time period.
  - d) Performance Security. The successful agency / firm / company will have to deposit a refundable interest free security deposit in form of DD / Performance Bank Guarantee (PBG) in favour of Registrar, IIT Dharwad of Rs. (approx. 10% of the contracted value of service) at the time of award of work from a scheduled/ nationalized bank payable at Hubbali / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes. The format of PBG is given at an Appendix to this document.
- 5. **Amendment in RFP**. The tender document can only be amended after the pre-bid meeting before start of tender submission. The Institute may, at its discretion, extend the last date for the receipt of Bids at its discretion.
- 6. Bid Disqualification. The proposal is liable to be disqualified in the following cases:
  - a) Proposal not submitted in accordance with this document and in proper formats during validity of the proposal, or its extended period, if any, the bidder changes his quoted prices.
  - b) Proposal is received in incomplete form.
  - c) Proposal is received after due date and time.

- d) Proposal is not accompanied by all requisite supporting documents
- e) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any financial proposal is enclosed with the same envelope as technical proposal.
- f) Bidder fails to deposit the Bid security or fails to enter into a contract within specified date of notice of award of contract or within such extended period, as may be specified by Institute.
- 7. **Right to Accept/Reject Bids.** The Institute reserves the right not to accept any bid and to annul the tender process and reject all bids at any stage, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such action.
- Prices. The prices to be quoted by the bidder shall have following two components, for each module - (1) time cost (Module wise), that includes, application cost, customization costs. (2) Annual Charges (Module wise). The price quoted should separately indicate all taxes/levies/GST etc.

#### PROCEDURE FOR EVALUATION OF THE BIDS

- a) Technical bids will be opened first and evaluated based on the documentary validation and minimum eligibility criteria stipulated in the tender document. Bidders are to index their technical bid documents as per **Appendix 'A'**. Commercial bids of only technically suitable/ qualified bidders will be opened.
- b) The bidders will have to quote the price as per the format provided in the **Appendix** "**B**. The lowest bidder will be adjudged L1, who will be awarded the work. The L1 bidder shall be decided on the basis of the lowest grand total rate offered (exclusive of GST).
- c) The Price Bid is to be quoted after taking Minimum Wages for Zone 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India, as applicable on the date of issue of this tender into account. ESI, EPF & other statutory payments should not be less than what is stipulated by the statutory provisions / acts by the Central Government. Any bid quoting labour rates lower than the minimum wages will be rejected.
- d) The Price bid must be strictly as per the price bid format. Conditional offers or proposals not furnished in the format attached at Appendix 'B' shall be considered non-responsive and are liable to be rejected. Only well justified rates will be accepted. Nil consideration and unjustified quotes will be summarily rejected.

#### SCHEDULE OF REQUIREMENT / SCOPE OF WORK

- 1. The bidder shall provide an ambulance, First Aid facilities with 3 Drivers and 3 paramedic staff round the clock (24x7) at IIT Dharwad Campus for handling medical emergencies.
- 2. All medical equipment as per **Appendix** "E" should always be available in the ambulance to address medical emergencies.
- 3. <u>Ambulance Requirement(Vehicle)</u>: -The ambulance should be in an excellent mechanical and physical condition (i.e. interiors, upholstery / necessary accessories). The ambulance should be well-maintained and serviced during the contract period.
- 4. The ambulance should be registered in the name of the bidder. The ambulance should have a valid permit for running in and around Hubali Dharwad. There should be valid RC, comprehensive Insurance policy, Pollution check certificate, road permit and other necessary documents for running. The bidder will ensure the currency of all documents during the entire duration of contract.
- **5.** The bidder will provide an ambulance which should have not run for more than 50,000 kms on the date of technical bid opening. The ambulance should be free from dents and scratch marks. The color of ambulance should be white. An approximate idea is given at **Appendix "F"**.
- 6. The bidder shall have only one point of interaction with IIT Dharwad authorities (i.e. Assistant Registrar (Contract & Services). The bidder shall not have any direct dealing with any other officials at IIT Dharwad.
- 7. IIT Dharwad will not pay for any kind of fine/challan on account of violation of traffic rules. The institute will not be responsible for any damage / accidental loss to the ambulance on duty or to any other vehicle / person / property by the ambulance on duty. Bidder will settle such issues on their own at their own cost. Damage/Loss to the IIT Dharwad personnel in such cases shall be made good by the bidder. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability in such cases shall be borne wholly by the bidder/bidder. IIT Dharwad will have no responsibility whatsoever and will not entertain any claim in this regard under the provision of this document. The bidder shall execute an indemnity bond to make good any claim arising on account of providing ambulance service to IIT Dharwad.
- 8. The maintenance / repair of ambulance, safety and security of drivers and paramedic staff will be the responsibility of the bidder. In case of out of service / repair / breakdown, bidder will have to provide alternative ambulance.
- 9. The ambulance should not be used for any use other than assigned by the IIT Dharwad authority.
- 10. Cost of fuel will be charged to IIT Dharwad and will be paid in actual.
- 11. <u>Manpower requirements</u> The agency will be required to deploy the following manpower

Manpower	<u>Category</u>	Qty
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ſ	Driver Skilled		03
I	Paramedic staff	Highly Skilled	03 (02 male and 01 female)

- a) Above is only indicative requirement and is subjected to change.
- b) The bidder shall provide two pair of white apron to each paramedic staff per annum.
- c) The paramedic staff should have necessary degree in nursing or diploma in General Nursing and Midwifery(GNM) and should be well trained.
- d) The drivers of the ambulance should have full knowledge of local city and traffic rules.
- e) The driver/paramedic staff should be healthy, free from contagious diseases and must not be older than 40 years.
- f) IIT Dharwad is a total tobacco and alcohol free campus hence staff of ambulance should not be smoking and chewing of tobacco and staff shall not be found intoxicated while on duty.
- g) The staff should report to the designated authority at IIT Dharwad and should maintain necessary records as instructed by the designated authority of IIT Dharwad
- h) The staff deputed at IIT Dharwad must be fluent in any two languages out of English, Hindi & Kannada.
- The drivers and paramedics deputed should always be available. The mobile nos. of all driver and paramedical staff must be made available to the institute administration for displaying to all public.
- j) Police verification and medical fitness certificate of drivers and paramedic staff should be submitted at the time of deployment.
- k) In case of violation of the tender terms, IIT Dharwad will be empowered to levy penalty from the monthly bills of the contractor. The penalty will be levied as per **Appendix "D"**.

### **GENERAL TERMS OF THE CONTRACT**

- 1. **<u>Confidentiality</u>**. The Bidder and their personnel shall not, either during the term or after expiration of this work order, disclose any proprietary or confidential information relating to the services, agreement or the Institutes business or operations without the prior written consent.
- 2. Force Majeure. During the pendency of the service agreement if the performance in whole or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non- availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.
- 3. <u>Termination for Default.</u> The Institute may, without prejudice to any other remedy for breach of agreement, may terminate the work order in whole or in part, by written notice of default sent to the Bidder, and the performance guarantee shall stand forfeited if:
  - a) The Bidder fails to deliver any or all of the obligations within the time period(s) specified in the work order/agreement, or any extension thereof granted by the Institute.
  - b) The Bidder fails to perform any other obligation(s) under the work order/agreement andfails to rectify it within the notice period for the rectification of the same.
- 4. <u>Termination for Insolvency.</u> The Institute may at any time terminate the work order by giving written notice to the Bidder without compensation, if the Bidder becomes bankrupt/insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued thereafter to the Institute.
- 5. <u>Suspension.</u> The Institute may suspend payment of bills under the work order, if the contractor fails to perform any of their obligations under thework order/agreement.
- 6. <u>Arbitration</u>. All disputes, differences, claims and demands arising under or pursuant to or touching the agreement shall be referred to the sole arbitrator to be appointed by the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re- enactment thereof for the time being in force. Such arbitration shall be held at Dharwad, Karnataka. It is clarified that Civil court shall have no jurisdiction to entertain any such disputes.
- 7. <u>Jurisdiction of Courts.</u> In all matters and disputes arising hereunder, the appropriate Courts at Dharwad Karnataka only shall have jurisdiction to entertain and try them.

#### SPECIAL TERMS AND CONDITIONS

- 1. The bidders are advised to study the various clauses contained in the Special Terms and Conditions carefully before submitting their bids. Bidders willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.
- 2. TDS @ 1% / 2% (as the case may be) shall be deducted from the amount payable to the service Provider. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the bidder is the sole responsibility of the Service Provider.

#### 3. <u>Contract Implementation.</u>

- a) Sub-contracting of the work will not be allowed otherwise penalty will be imposed as per **Appendix "D".**
- b) Persons below the age of 18 years shall not be engaged for the work. The Bidder will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Bidder will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- c) Bidder will submit the police verification certificate of the all the staff to be deployed.
- d) The Bidder will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount form the Bidder to effect payment to the affected person(s).
- e) Institute reserves the right to terminate the contract at any time without assigning any reason. However, wherever feasible the institute may consider notification of the annulment in advance to the Service Provider.
- f) The successful agency / bidder / company will have to deposit a refundable interest free security deposit in form of DD / Performance Bank Guarantee (PBG) in favour of **Registrar**, **IIT Dharwad** of Rs. (approx. 10% of the contracted value of service) at the time of award of work from a scheduled/ nationalized bank payable at Hubbali / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Service Provider's PBG during implementation of the contract that may become due as <u>penalties for violation of rules</u>, terms and conditions, damages, liabilities or for other causes. The format of PBG is given at an Appendix "H" to this document.

#### 4. Safety & Insurance.

- a) The Bidder shall follow safety procedures in all respects.
- b) The Bidder will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Bidder should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- c) The Bidder shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

#### 5. <u>Security</u>.

- a) The Bidder shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the bidder's employee shall be bidder's responsibility.
- b) The Bidder will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- c) Institute reserves right to disallow any or all of the Service Provider's men from being deployed inside the institute campus without assigning any reason.
- d) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Bidder shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Bidder at market value.

#### 6. Statutory Obligations

- a) The Bidder shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
  - i. Contract Labour (Regulation and Abolition) Act 1970
  - ii. Contract Labour (Regulation & Abolition) Central Rules 1971
  - iii. Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
  - iv. Minimum Wages Act 1948
  - v. Minimum Wages (Central) Rules 1950
  - vi. Employees' Compensation Act 1923
  - vii. The E.P.F. and Miscellaneous Provisions Act 1952
  - viii. Employees State Insurance Act 1948 ix. The Child Labour (Prohibition and Regulation) Act 1986
  - x. Any other labour law applicable or introduced during the currency of the contract.
  - xi. Motor Vehicle Act 1968 and IPC
- b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Bidder shall be borne by the Bidder himself.
  - i. The Bidder shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
  - ii. If a bidder is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as per the tender document shall be initiated, that may include debarring of the bidder.

#### 7. <u>General</u>

a. The staff employed by the bidder, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Bidder for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

- b. If any employee of the Bidder is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Bidder to remove such employee and the Bidder shall remove such employee(s) without questioning the decision of the institute.
- c. The personnel deployed by the Bidder will not become member of any trade union of the Institute. If the personnel employed by the Bidder indulge in union activities which affect the service obligation of the Bidder or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- d. Further, the personnel deployed by the Bidder shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- e. The personnel deployed by the Bidder shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- f. No housing/accommodation will be provided by the institute to the personnel deployed by the Bidder unless otherwise specifically provided in the contract.
- 8. <u>Indemnity and agreement clause.</u> The successful bidder will be required to enter into an agreement with IIT Dharwad as per the prescribed format and execute a notarized indemnity bond on non-judicial stamp paper of appropriate value at his own cost to indemnify IIT Dharwad against possible or unforeseen eventualities arising out of or flowing from the contract awarded. Terms and conditions in this Tender Document will form the Contract agreement.
- Provision of periodic inspection. This document makes provision for joint monitoring of contract deliverables wherein the bidder / a suitable representative (Authorised by the bidder with power of attorney) shall meet IIT Dharwad authorities on a monthly basis to manage the contract. Deviation from this will attract penalty as per Appendix 'D'.

#### 10. Provision of payment of Wages to the staff.

- a) The cost breakup format worksheet (refer **Appendix** "C") shall be sent to IIT Dharwad for verification on 1<sup>st</sup> day of every month. After due verification bidder shall release the payment of staff.
- b) The bidder will pay the monthly wages to the staff by 7<sup>th</sup> day of the succeeding month irrespective of release of payment to him from IIT Dharwad. Absentee payment will be made within 2 days of the scheduled payment day.
- c) The bidder will issue wage slips every month to his staff at the time of payment of salary and the scanned copy of wage slips must be sent to <u>cs.office@iitdh.ac.in</u>.
- d) ESI & EPF remittance must be made by every 15<sup>th</sup> day of the month under intimation to IIT Dharwad.
- e) The payment of wages shall be made in Bank Account of the staff. Bank statements duly verified by banker has to be provided while submission of the Bill along with ESIC & EPF

vouchers to IIT Dharwad. IIT Dharwad will verify the payment made by the contractor and received by the workmen before settlement of the monthly bills.

- f) ESIC / EPF account detail and ESIC card must be issued to the staff within the 30 days of award of contract with a copy to IIT Dharwad along with his bill.
- g) Wages to staff shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.
- h) In case of underpayment and non-payment of monthly wages to the employee, IIT Dharwad will make the payment / shortcoming in accordance with serial 21(4), Chapter V of the contract labour (Regulation and Abolition) Act 1970 which provides that <u>"In case the bidder fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the bidder and recover the amount so paid from the bidder either by deduction from any amount payable to the bidder any contract or as a debt payable by the bidder". In such cases penalty will be levied as per Appendix "D"</u>
- i) EPF: The bidder shall deposit both employee and employer's contribution of EPF, in the respective accounts of the staff every month without fail.
- j) ESIC: The bidder shall deposit both employee and employer's contribution of ESIC, in the respective accounts of the staff every month without fail.
- k) Any increase/revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The bidder will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by/from the institute. The bidder shall present the necessary supporting documents to claim the variation.
- I) The bidder will maintain all registers as required under the relevant acts /rules and shall get inspected by the authorized representative of the institute every month before payment.

#### 11. Provision of Payment to the service providers.

- a) No advance payment will be made to the bidder.
- b) Payment for the work completed will be done on monthly basis and on submission of bill to the IIT Dharwad / Contract & Services section as per bill format (Appendix "C"). The bill must contain the GST details and bank details of the bidder.
- c) The attendance of the staff must be jointly verified by the authorized representative of the bidder and the Institute officials.
- d) Payment will be made after deducting the cost of damages, penalties if any and any taxes and dues as applicable.
- e) The duly completed bills will be settled at the earliest. In case there are any observations/discrepancies in the bill, then the bill be returned for corrections & thereafter payment will be released upon re-submission.
- f) In case the bill for the month is submitted after 15<sup>th</sup> day of the month, ESIC & EPF vouchers must be submitted along with bill.

g) Payment to the bidder is liable to be held if he fails to make payment due to the workmen engaged by him within statutory time period. Payment will be held back, if the bidder fails to honour any of the contractual obligations.

#### 12. Documents required for the verification of the bill prior to the settlement.

- a) Bill as per the format mentioned in the tender document (Appendix "C").
- b) Salary calculation sheet / cost breakup format as per the format mentioned in tender document (Appendix "C").
- c) EPF voucher along-with challan and TRRN payment details document.
- d) ESIC voucher along-with challan and double challan verification sheet.
- e) For payment, salary transfer request along-with details of beneficiary (i.e. individual account no, names and payment amount), duly received by the banker.
- f) Bank account statements duly verified by banker.
- g) Individual wage slip must be provided to each employee every month and a copy of wage slip must be submitted along with bill. IIT Dharwad will verify the same with the workmen before release of payment for bills.
- h) Bank account statement of individual for verification of receipt of payment verified by the individual.
- 13. IIT Dharwad shall be entitled to verify the individual account statements for verification of the payment made to the individual. Please note that the payment of bill will be withheld till the verification of payment to the individual is completed.
- 14. The bidder should give an undertaking allowing their bankers to verify bank statements and other related documents forwarded by the bidder on request of IIT Dharwad.

#### Appendix 'A'

#### MINIMUM ELIGIBILITY CRITERIA CHECKLIST

<u>SI.</u> No.	Criterion	Documents to be provided	Whether provided Y/N with page No.
a)	The bidder shall be a company, partnership firm or a Proprietor registered under the respective Indian acts (i.e. companies Act -1956, the partnership Act - 1932 respectively) having their registered offices in India.	For company- Copy of Certificate of incorporation, for partnership - Partnership deed and for the proprietor - detail of registered office. All entities are to submit their bank details.	
b)	Bidder should be registered with Income Tax and Goods & Service Tax departments		
c)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department		
d)	Bidder should have minimum 3 years' experience in providing ambulance service at any autonomous institute of higher education / equitable government / corporate organisations.	Certified Work Orders / Agreements of award of contract for providing ambulance service.	
e)	At least 3 Successfully completed ambulance service similar in scope and size as of the work at any autonomous institute of higher education / equitable government / corporate organisations. In addition, the bidder must have carried out ambulance service of following indicated value: -	Bidders have to submit satisfactory works completion certificates of indicated values.	
	(iv) Three completed ambulance service costing not less than 40% (Forty per cent) of the estimated cost (i.e. Rs 10 lakh each); or		
	(v) Two completed ambulance service costing not less than 50% (Fifty per cent) of the estimated cost (i.e. Rs 12.5 lakh each); or		
	(vi) One completed ambulance service costing not less than 80% (Eighty per cent) of the estimated cost (i.e. Rs 20 lakh).		
f)	Bidder should accept all the tender conditions unconditionally and sign all the pages of the tender document to this effect. The bidder shall specify an authorized representative with written power of attorney of the signatory of the bid to commit the bidder.	All the pages of the tender document should be signed by the bidder. <u>Power</u> of attorney / authorization along with <u>Name</u> , contact details and designation of the representative, duly signed by the proprietor / all the partners / the board (as the case may be) must be submitted along with the technical bid.	

Date and place with seal

#### PRICE SCHEDULE FOR AMBULANCE SERVICES (INR)

1. Annual charge for providing the ambulance service at IIT Dharwad is to be quoted as following: -

<u>SI.</u> <u>No.</u>	Description (charge for providing the ambulance service at IIT Dharwad	<u>Cost</u>	<u>Qty (Nos.)</u>	Total cost
a)	Cost towards providing ambulance (vehicle) as per the tender terms for one year		01	
b)	Cost towards providing Paramedic Staff (highly skilled) as per tender terms for one month x 12*		03	
c)	Cost towards providing Driver (skilled) as per tender terms for one month x 12**		03	
d)	Cost towards providing uniform, equipment & first aid items as per tender terms for one year (cost breakup to be given)		As per tender document	
e)	Cost towards profit margin of the service provider for providing service for one year		As per tender document	
f)	GST applicable to providing ambulance service	Rate	NA	
g)	Total Amount			
h)	Total amount (in words):	1	1	

- 2. Quotes at SI. No.1 (a), (d) and (e) will be verified by the IIT Dharwad procurement committee. Nil consideration / Unrealistic quotes will be rejected.
- 3. Rates at SI. No. 1 (b) & 1 (c) cannot be quoted less than the basic minimum wages notified by Central Labour Commission(CLC) from time to time. The breakup detail of SI. No. (b) and (c) is required to be given as per SI. No. 6 and 7 below.
- 4. It may be noted that the ambulance staff is required to be deployed as per the labour laws. As the ambulance staff is required for 24\*7 at the campus, Additional staff shall be deployed to ensure a 24\*7 deployment (beyond 26 days).
- 5. The price should be quoted strictly as per the format and in Indian Rupees only. The bidders are to acquaint themselves with the scope of work, terms & conditions and penalty details etc. of the tender document before quoting the rates. The work / contract shall be awarded as per evaluation criteria of this tender document.
- 6. \* Please note that break up of SI. No. 1(b) above should be given as follows: -

<u>SI.</u> <u>No.</u>	Cost of Wages for paramedic staff	As per basic rates promulgated by CLC	As quoted by the bidder
a)	(Basic + VDA) per day	(637 + 140) = 777/-	
b)	(Basic + VDA) for 26 days	20,202/-	
c)	ESI @ 3.25% paid up-to Rs 21,000/-	657/-	
d)	EPF @ 13 % up-to Rs 15,000/-	1950/-	
e)	Total Wages for 26 days	22,809/-	

f)	Relieving Charges ( Basic + VDA) per day	777/-	
g)	Relieving charge towards 4 days***	3108/-	
h)	ESI @ 3.25% on relieving charge	102/-	
i)	EPF @ 13% on relieving charge	405/-	
j)	Total Cost towards providing paramedic staff (highly skilled) for one month (24*7*30)	26,424/-	

7. \*\* Please note that break up of SI. No. 1(c) above should be given as follows: -

<u>SI.</u> No.	Cost of Wages for drivers	As per basic rates promulgated by CLC	As quoted by the bidder
a)	(Basic + VDA) per day	(579 + 128) = 707/-	
b)	(Basic + VDA) for 26 days	18382/-	
c)	ESI @ 3.25% paid up-to Rs 21,000/-	598/-	
d)	EPF @ 13 % up-to Rs 15,000/-	1950/-	
e)	Total Wages for 26 days	20930/-	
f)	Relieving Charges ( Basic + VDA) per day	707/-	
g)	Relieving charge towards 4 days***	2828/-	
h)	ESI @ 3.25% on relieving charge	92/-	
i)	EPF @ 13% on relieving charge	368/-	
j)	Total Cost towards providing driver (highly skilled) for one month	24,218/-	

- 8. \*\*\* Relieving charge will be calculated for 4 or 5 days (as the case may be in the given month). Here 4 days are taken assuming a 30-day month.
- 9. The above calculations are for fair comparison of price bids, the payment will be made on actual deployment of manpower, as per the **Appendix 'C'**.
- 10. As per the Bonus Act 1965, bonus will not be admissible. OT will be as per law.

#### **Declaration**

I/We certify that all the particulars furnished above are true and correct. I have read and understood the tender document. I undertake to accept and abide by the scope and all other terms and conditions of the tender document. I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

# 1. Cost breakup format of individuals (Nurses and Drivers) to be submitted with bills

<u>Nam</u> <u>e</u>	<u>Categor</u> <u>y / skil</u> l	<u>Tota</u> l <u>No o</u> f <u>days</u> <u>serve d</u>	<u>Dail y</u> <u>wag</u> <u>e</u>	<u>Total</u> <u>daily</u> <u>Wag</u> <u>e for26</u> <u>days</u>	Employer's share of ESI @ 3.25%	Employer's share of EPF @ 13% Limited on Rs 15000	<u>Tota</u> l <u>Monthl y</u> <u>wage</u>	<u>Extr a</u> <u>days</u>	<u>Relievin g</u> <u>charges</u>	<u>Tota</u> <u>I</u> <u>Cos</u> <u>t</u> (h+j)	Employee' s ESI Contributio n @ 0.75%	Employee's EPF Contributio n @ 12%	Amoun t to be credite d in accoun t
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(I)	(m)	(n)

#### 2. Format of the bill to be submitted on a monthly basis

<u>SI.</u> No.	Charge for providing the ambulance service at IIT Dharwad for the Month of 2020/21	<u>Cost</u>	<u>Qty (Nos.)</u>	Sum total				
a)	Cost towards providing ambulance (vehicle) as per the       01         tender terms for the month       01							
b)	Cost towards providing Paramedic Staff (highly skilled) as03per tender terms for one month( cost breakup as03Ser. 1 above is to be attached)03							
c)	Cost towards providing Driver (skilled) as per tender terms       03         for one month(cost breakup as Ser. 1 above is to       03         be attached)       03							
d)	Cost towards providing equipment & first aid items as per tender terms for the month		As per tender document					
e)	Cost towards profit margin of the service provider for providing service for the month		As per tender document					
f)	Total cost of providing ambulance service		•					
g)	GST applicable to providing ambulance service	Rate	NA					
h)	Total Amount	·						
i)	Total amount (in words):							

Date and place with seal

#### Penalty Clause

#### (The penalty will be levied from the monthly bill or security deposit of bidder.)

- 1. Penalty for unavailability of ambulance: The ambulance should be made available for 24x7 at IIT Dharwad. In case unavailability of ambulance on any day or part thereof, a penalty of Rs. 1500/- per day or part thereof will be levied. In addition, payment for one-day worth of ambulance hiring charges shall be deducted from the bill/ PBG.
- 2. Penalty for non-availability of Driver & Paramedic Staff: The Driver and paramedic staff should be made available for 24x7 in all the days of the contract period. In case of unavailability of Driver/paramedic on any day or part thereof, a penalty of Rs.1500/- per person per shift or part thereof will be levied.
- 3. During the inspection, if any deviation is found in the ambulance condition, first aid items, medical equipment etc. from the tender terms, IIT Dharwad will impose a penalty up to Rs.2500/- on each occasion. Additionally, the Institute will make the shortcoming good and charge it to the Profit margin of the service provider.
- 4. If ambulance staff fails to perform his/her duty or misbehave during discharge of the duty, penalty of Rs. 1000/- per incident will be imposed.
- 5. In case of non-payment / short payment, if IIT Dharwad is required to pay the wages to the workers, the amount so paid shall be deducted from the bill of the bidder along with deduction of service charge/profit share for that month.
- 6. The ambulance should be in excellent condition mechanically as well as physically (i.e. cleanliness of interiors and upholstery/ carpets/mattings, finesse, presence of necessary accessories). The ambulance should be well-maintained and serviced during the contract period, otherwise penalty of Rs 1500 per incident will be imposed. Additionally, the Institute will carry out the maintenance and charge it from the Profit margin of the service provider.
- 7. The ambulance should not be used for other than assigned tasks by the IIT Dharwad authority, in case of violation, penalty of Rs 1500 per incident will be imposed.
- 8. IIT Dharwad is a total tobacco and alcohol free campus hence staff of ambulance should not be smoking and chewing of tobacco and staff shall not be found intoxicated while on duty. In case of violation penalty of Rs. 1000 per incident will be imposed.
- 9. If the authorised representative of the bidder is not available, then penalty of Rs. 500 per incident will be imposed.
- 10. In case of sub-contracting of the work IIT Dharwad shall be entitled to terminate the contract without giving any justification.
- 11. If a Bidder is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, debarring of the bidder shall be initiated.

Date and place with seal

# List of medical & Safety equipment

<u>SL.No</u>	<u>Equipment</u>	<u>Quantity</u>
1.	Ambubag	01
2.	Pulse Oximeter	01
3.	O2 Cylinder with Regulator	01
4.	O2 Mask	03
5.	Nebulizer Machine	01
6.	Neb Mask Adult	02
7.	Glucometer	01
8.	Arm Sling	01
9.	Cervical Collar	01
10.	O2 Spanner	01
11.	BP Apparatus	02
12.	Blankets	02
13.	Mackintosh	02
14.	Kidney Tray (Plastic)	01
15.	Tourniquet	01
16.	Hot Water Bag	01
17.	Stethoscope	02
18.	Walker	01
19.	Measuring Tape	01
20.	Weighing Machine	01
21.	Scissors	03
22.	Torch	01
23.	Thermometers	02
24.	Fire extinguisher	01
25.	First aid kits (As per following list)	10

First Aid kit items
Betadine Spray
Betadine Ointment
Betadine powder 5%
Gauze pieces
Micro pore
Volini Spray
Silver Ointment
Burn heal ointment
hydrogen peroxide
ORS

Date and place with seal

Appendix 'F'



Date and place with seal

Appendix 'G'

#### SELF-DECLARATION - NO BLACKLISTING

Reference No.

The Registrar, IIT Dharwad Dear Sir,

#### Ref: Tender for hiring ambulance service at IIT Dharwad

In response to the Tender Document for hiring of ambulance services at IIT Dharwad, I/ We hereby declare that <u>(name and address of the bidder)</u> is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently <u>(name and address of the bidder)</u> is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future at IIT Dharwad.

Date and place with seal

Name, signature of the authorised representative of the bidder

(Date)

#### FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To, The Registrar, Indian Institute of Technology Dharwad, Karnataka– 580011.

#### LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No

Dt.\_\_\_\_\_for 'Hiring of Ambulance services at IIT Dharwad' AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Registrar, Indian Institute of Technology, Dharwad" in the form of Bank Guarantee for Rs Only)(10% (ten percent) of the contract value) and valid till <u>one year or up to warranty period whichever is later</u> from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs

#### \_\_(Amount of PBG)

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We,.....(name of the Bank & branch) hereby further agree that the Guarantee

herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

#### Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed Rs.
- 2. This Bank Guarantee shall be valid up to (date) and
- 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

Yours truly,

Signature and seal of the guarantor: Name of Bank: Address: Date:

Date and place with seal