

भारतीय प्रौद्योगिकी संस्थान धारवाड

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INDIAN INSTITUTE OF TECHNOLOGY DHARWAD



॥ सा विद्या या विमुक्तये ॥

भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Tender No. IITDh/GA/Services/Ambulance/045/2018-2019

**TENDER DOCUMENT FOR HIRING OF AMBULANCE
SERVICES FOR IIT DHARWAD**

Tender Notice

1	Date of Tender Publishing	: 09 th January 2019
2	Start date for Submission of queries via email to pro@iitdh.ac.in	: 09 th January 2019
3	End date for Submission of queries via email to pro@iitdh.ac.in	: 19 th January 2019 till 11.00 am
4	Date of rebuttal of pre-bid queries (to be uploaded on the website) and publishing revised RFP (as the case may be)	: 19 th January 2019 by 04.00 pm
5	Last Date and Time for Submission of Tender	: 06 th February 2019 at 11:00 am (No late bid will be accepted)
6	Opening of Technical Bid	: 06 th February 2019 at 11:30 am
7	Address for submission of bid documents	: The Assistant Registrar IIT Dharwad Off Pune Bengaluru Highway Near High Court Dharwad, Karnataka – 580011, INDIA
8	Venue for opening of Technical Bid	: Same as above
9	Duration of Contract	: 01 year from the date of issue of work order (Subject to further extension as per tender terms)
10	EMD	: Rs. 1, 15,000.00 (Rupees One lakh fifteen thousand Only)
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

Detailed tender notice can 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.

No. IITDh/GA/Ambulance/045/2018-2019
Date: 09/01/2019

Asst. Registrar
Telephone: 0836-2212823
Email : armm@iitdh.ac.in

Tender Notice for HIRING OF AMBULANCE SERVICES FOR IIT DHARWAD

Indian Institute of Technology Dharwad invites sealed tenders (under two bid system) from service providers for hiring of ambulance service for the Institute as per the Terms and Conditions & Scope of Work given in the schedule annexed to the tender hereto

1. Technical Bids along with Earnest Money Deposit of Rs.1,15, 000/- (in form of DD/Term Deposit/ Bank Guarantee etc.in favour of Dean, IIT Dharwad payable @ Dharwad) & supporting documents & Price bids in hard copy in separate sealed envelopes shall be received up to 11.00 a.m. on 06th February 2019 in the office of the undersigned.
2. Bidders registered with NSIC / MSME are exempted from EMD, provided the certificate from the body clearly mentions the equipment/item/store/service/es which is / are being procured.
3. All the pages of this tender document (except Annexure A i.e. page 17) along with necessary supporting documents as applicable according to Minimum Eligibility Criteria will form the technical bid. These pages should be duly filled and should be sealed in a separate envelope super scribing 'Technical Bid for Providing Ambulance Services'. Each page of the bid document shall be stamped and signed by the authorized signatory of the agency/firm/company.
4. Annexure A i.e., Page 17 of this document forms the price bid. This 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 Providing Ambulance Services'.
5. The technical bids shall be opened on February 06th, 2019 at 11.30 hrs. The vendors who are short listed after qualifying technical bid will only be intimated the date of opening of price bids subsequently through proper means.
6. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof. For any query/Clarification please contact IIT Dharwad during working days between (09.30 hrs. to 17.00 hrs.) on 0836-2212823.

**Asst. Registrar
IIT DHARWAD**

SECTION-I

SCOPE OF WORK, SPECIFICATIONS & SPECIAL CONDITIONS OF TENDER.

1.0 Name of Work:

"PROVIDING AMBULANCE SERVICES TO INDIAN INSTITUTE OF TECHNOLOGY DHARWAD"

2.0 Period of Contract:

One year from the date of issue of Work Order. The contract shall be subject to further renewal of two years (on yearly basis) upon mutual consent & satisfactory services of the firm.

3.0 Scope of Work:

3.1 The Contractor shall provide ambulance ICU on Wheels with First Aid facilities along with 3 Drivers and 3 paramedic staff on 8 hrs shift basis in IIT Dharwad Campus for the purpose of transportation of serious cases of accidents or sickness from IIT Dharwad to the nearby hospitals in Dharwad/Hubballi as advised by competent authority.

3.2 The Driver/Paramedic shall be available for 24 Hrs a day in IIT Dharwad and accordingly such arrangements shall be made by the contractor. The contractor shall ensure that the vehicle shall not remain idle for the want of driver, otherwise penalty will be imposed.

3.3 Generally, the vehicle shall be arranged for 24 hrs. 7 days a week throughout the contract period in all days for the purpose of transportation of serious cases of accidents or sickness.

4.1 Ambulance Requirements:

4.2 Tenderer should have minimum 1 Ambulance Vehicle. They should provide ICU on wheels with First Aid facilities to be available for 24 hrs a day at IIT Dharwad.

4.3 The Ambulance vehicles should not be older than two years on the date of tender opening and it should be in good running condition.

4.4 The vehicle should have been registered in the name of Agency or the Tenderer should have an arrangement (MoU) with the owner of the vehicle for the proposed hiring to IIT Dharwad.

4.5 The vehicle should be made available with fuel along with the driver round the clock at IIT Dharwad

4.6 The ambulance should contain one filled oxygen cylinder with gauge and oxygen masks, one Pulse Oximeter with finger probe, one BP apparatus, one stethoscope, one thermometer, one stretcher, one first aid box (for general purpose) and all other emergency medicines & equipments forming part of ambulance (ICU on wheels)

4.7 Vehicles should be registered with competent RTO authorities & registration should be as an ambulance with valid permit (The document proving the ownership of vehicle with Tenderer is to be enclosed. The offered vehicle should have necessary permission

from RTO for plying as ambulance as per rules in vogue with valid pollution & fitness certificate etc.

- 4.8 The vehicle should be insured and the insurance should be valid and comprehensive and should have been renewed from time to time.
- 4.9 The maintenance/repair of Ambulance, fuel, safety and security of Driver will be the entire responsibility of the contractor.
- 4.10 Contractor shall have to maintain the ambulance in good running condition. In case of service, repair and breakdown, contractor will have to provide alternative vehicle within 3 hours. If the contractor fails to arrange the vehicle for more than 3 hours, that day will be treated as absent and payment will be deducted for that day and also penalty will be imposed as per **Para No.9.1**.
- 4.11 The vehicle should be well maintained and free from paint patches, rusty body and ugly look. The interior of the vehicle should be cleanly and decently maintained and provided with proper seat covers.
- 4.12 The ambulance should be used only for carrying patients to hospitals as instructed by competent authority of IIT Dharwad from IIT Dharwad campus. The vehicle should not be used for personal or for any other commercial purpose.

5.1 Driver and paramedic staff Requirements:

- 5.2 Contractor has to provide drivers and paramedic staff with a standard in white uniform along with black shoes for 24 hrs duty. Spare driver(s)/paramedic staff(s) should be made available during the rest or leave or absence of regular drivers as per the labour laws in vogue from time to time. The contractor on his own cost should arrange spare driver/paramedic staff and vehicle should not remain idle for want of driver.
- 5.3 The driver/paramedic staff should be available for 24 hours in all working days including any other nominated days of IIT Dharwad. In case of non-availability of driver on any day or part thereof, penalty will be imposed as per **Para No.9.2**. Further, IIT Dharwad administration will have full powers to utilize the contractors vehicle during non-available period of driver/paramedic, in case of emergencies for transportation of patients.
- 5.4 The paramedic should meet the educational requirement and should have the essential training.
- 5.5 The driver shall be responsible for cleanliness, maintenance, repairs etc. of ambulance.
- 5.6 The driver should possess a valid driving license in his vehicle always. All necessary document copies of vehicle should be available in vehicle.
- 5.7 The driver/paramedic staff should be healthy, free from contagious diseases and must not be more than 40 years old.
- 5.8 The driver/paramedic should always be present with the vehicle so that there shall not be any difficulty to get him whenever he is required for shifting patients.
- 5.9 The driver/paramedic staff shall not be found intoxicated on duty. If the driver is found to have consumed alcoholic drink liquor etc, the driver will not be accepted and the

contractor has to replace the driver on immediate notice.

- 5.10 The driver should report the designated authority IIT Dharwad and should move the vehicle on the instructions of the same. The driver should maintain Register and should take signature from Works-in-Charge/Safety, IIT Dharwad.
- 5.11 The contractor shall ensure that the paramedic staff deputed must have all necessary skills to assist and to provide first aid services to patients before escorting them to hospitals.
- 5.12 The paramedics deputed must be fluent in English, Hindi & Kannada languages.
- 5.13 The drivers and paramedics deputed should always have mobile phone for easy and quick communication. The mobile nos. of all driver and paramedical staff must be made available to the institute administration for displaying to all public
- 5.14 The contractor shall be responsible for good conduct and behavior of the deputed employees. Smoking drinking and usage of narcotics are prohibited in the campus. Contractor shall ensure that the deputed staff follows the same.

6.0 Other Requirements:

- 6.1 All repairs & maintenance, fuel, license, insurance etc. should be borne by the contractor only.
- 6.2 The Tenderer shall have to produce originals of fitness certificate/registration/taxation/insurance certificates, of the vehicle etc. for verification along with attested Xerox copies to the competent authority.
- 6.3 Contractor shall have to arrange registration and insurance of ambulance with the transport authorities and be responsible for any damage or injury to the staff provided by him. IIT Dharwad will not be responsible for any damage to ambulance or the staff.
- 6.4 IIT Dharwad Administration does not take any responsibility of the vehicle if involved in any accident or damage etc. The vehicle should be properly insured to cover all claims.
- 6.5 Tenderer should quote the rate for providing vehicle along with first aid kit, fuel, driver & paramedics.
- 6.6 Any price hike including cost of fuel, engine oil including tyres etc, complete as well as labour cost of driver shall be borne by the contractor only.
- 6.7 The contractor has to keep in touch with the representative as appointed by competent authority every day to find the movement programme according to day-to-day works and for arranging relief driver wherever the vehicles are required.
- 6.8 Contractor shall have to assure payment of minimum wages to the staff appointed by them as per Central Minimum Wages Act in accordance to prevalent rules of government
- 6.9 The Contractor shall submit the ownership deed/MOU of the Ambulance.

7.0. SPECIAL CONDITIONS OF CONTRACT:

- 7.1. The contractor should provide alternative ambulance vehicle, if the vehicle kept breaks down or goes under repair such that always a vehicle should be available for 24 hours as per the tender conditions.

- 7.2. The vehicle should have been registered in the name of Agency or the Tenderer should have an arrangement (MoU) with the owner of the vehicle for the proposed hiring to IIT Dharwad.
- 7.4. Driver and paramedic having valid license with first aid knowledge shall be provided along with the vehicle.
- 7.5. All repairs, maintenance, registration, license, insurance, etc., of vehicle and charges for driver & first aid facilities shall be borne by the contractor only.
- 7.6. IIT Dharwad Administration will not be responsible for the accidents occurring to the hired vehicle. The hired vehicle should be promptly insured to cover all claims.
- 7.7. The delay in execution of work after the agreement/work orders are finalized/issued due to non-availability of man-power, non-availability of vehicle or any other reason shall not be accepted as an excuse for delay in execution of contract. In such a situation the IIT Dharwad administration shall have the liberty to terminate the contract as per the rules in force.
- 7.8. Contractor shall have to follow all the statutory requirement & Central Govt. rules & regulation & subsequent amendments. As regards plying the vehicle, All state govt. rules (in consonance with central govt. rules) shall also be followed.
- 7.9 IIT Dharwad is not responsible to pay compensation/insurance in case the contractors staff, gets injury/an accident or in the event of death during working or in the premises. It is total responsibility of the firm to take care and liability in such issues.
- 7.10 The contractor shall furnish details of contractor's staff deployed by him along with full description, address etc. for this work prior to start of the work to the representative as appointed by competent authority of IIT Dharwad of this work at Dharwad and shall notify the changes there in from time to time.
- 7.11 The contractors staff; driver-cum-mechanic and paramedic so engaged by the contractor should be courteous, well-mannered and well behaved. IIT Dharwad reserves the right to ask the contractor to remove any staff, if found to be unsuitable for work or on any other ground like bad conduct, bad performance etc.
- 7.12 Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work in the IIT Dharwad premises for ambulance and they do not create any nuisance or disturbances.
- 7.13 IIT Dharwad shall not entertain any request or claim by the contractors staff for any temporary/casual/permanent employment in the IIT Dharwad on the basis of work done through this contract at any point of time. The contractor shall make this clear to his staff.
- 7.14 IIT Dharwad will not provide any medical facilities to the contractors staff engaged by contractor.
- 7.15 The representative as appointed by competent authority of IIT Dharwad shall maintain a register with the details of attendance of driver, availability of ambulance with first aid facilities, transportation of Patients etc., which shall be jointly certified by the Contractors representative and the representative as appointed by competent authority of IIT Dharwad daily. Extract of this register has to be submitted along with the bills without which the bills cannot be settled.

8.0 Inspection:

- 8.1 All repairs/maintenance charges shall be borne by the contractor only. If the authorized representative of IIT Dharwad is not satisfied with the condition of the vehicle like condition of tyres, brakes, seats, doors, windows etc. the contractor shall immediately carryout the repair works to the satisfaction of the IIT Dharwad, otherwise penalty will be levied.
- 8.2 The contractor shall provide the first aid facilities. Joint inspection shall be done by representative as appointed by the competent authority of IIT Dharwad on monthly basis and to be recorded. If any deviation in this regard, the contractor has to arrange the same immediately, otherwise penalty will be levied.

9.0 Penalty:

- 9.1 **Penalty for non-provision of Vehicle:** The vehicle should be made available for 24 hours in all the days of the contract period. In case of default of the contractor in arranging the vehicle on any day or part thereof, a penalty of Rs. 10,000/- per day or part thereof will be levied. The payment will be made only for the days on which the vehicle is provided and if the vehicle is not provided for a day or a part of the day, the amount of payment for one day shall be deducted along with the above said penalty.
- 9.2 **Penalty for non-availability of Driver & Paramedic Staff:** The Driver and paramedic should be made available for 24/7 in all the days of the contract period. In case of non-availability of Driver/paramedic on any day or part thereof, a penalty of Rs.1500/- per person per shift or part thereof will be levied. Further, IIT Dharwad administration will have full powers to utilize the contractors vehicle during non-available period of driver, in case of emergencies for transportation of patients.
- 9.3 During the inspection of IIT Dharwad officials, if any deviation is found from the vehicle condition, first aid facilities etc., competent authority of IIT Dharwad is empowered to impose a penalty up to Rs.2500/- per each occasion and the same will be deducted from the monthly bills.

10.0 Mode of payment:

- 10.1 No advance payment will be made to the contractor.
- 10.2 Payment for the work completed will be done on monthly basis and on submission of certified bill as per IIT Dharwad. To arrange payment a bill comprising of charges for the month completed will have to be submitted. The bill must contain the GST details and bank details of the firm.
- 10.3 The bill is to be submitted to the IIT Dharwad accounts office. Competent authority shall maintain the register for recording details of availability of Ambulance along with driver & first aid facilities and details of transportation of Patients. Payment will be made after deducting the cost of damages, penalties if any and any taxes and dues as applicable.
- 10.4 Contractor shall submit the following compliance/Certification documents while raising the monthly bill.
- (i) Contractor self declaration/certification regarding the wage payment done to contract employees.
 - (ii) Self certification in compliance of all applied Acts/laws/statutory regulations/rules related to contract labor engagement as per **Annexure-C**.

- 10.5 IIT Dharwad will not make any payments for any such additional work carried out by the contractor without permission of the IIT Dharwad authorized representative
- 10.6 Payments shall not be made for items of work not attended to or not done by the contractor.
- 10.7 IIT Dharwad shall be entitled to deduct income tax and surcharge on income tax as applicable from time to time.
- 10.8 Taxes any deductions as applicable like works contract tax, income tax, cess charges etc., will be deducted/recovered from the amount payable to firm under this contract.
- 10.9 Accounts office, IIT Dharwad shall do the needful for timely processing of bills internally.
- 10.10 Contractor shall submit the bank statement of monthly salary paid to the outsourced employees (Driver & paramedical staff) along with the proof of payment of ESI, EPF , Bonus & relieving charges, etc. with name & details. In case, these details are not available, payment will not be released.
- 10.11 The duly completed bills will be settled within 10 working days. In case there are lapses in the bill, then the bill be returned for corrections & there after payment will be released upon re-submission.

11. Manpower requirements:

The agency will be required to deploy the following manpower:

Drivers	03
Paramedic	03

These are only estimated requirements mentioned herein for giving an idea of the extent of resources and quantum of work involved and do not necessarily indicate the actual requirements.

12.

MINIMUM ELIGIBILITY CRITERIA

IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

SI No.	Criterion	Documents to be provided
1	The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Registered Partnership Firm (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence for not less than five years before 31/01/2014 as a company or firm as the case may be. Bids of Sole proprietorship firms or those which are not in existence for 5 years as mentioned above shall not be considered at all.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act. i. Certificate of Commencement of business ii. Certificate consequent to change of name, if applicable
2	Tenderer should have a minimum turnover of Rs. 20 lakhs each in last three financial years exclusively for providing equivalent services. For this purpose last financial year would be considered as the one ended on 31.03.2018 and not any later period.	Annual audited accounts certified by the statutory auditor of the company, for ambulance services
3	They should be registered with Income Tax and Goods & Service Tax departments;	Self Attested copy of PAN/GIR Card Self Attested copy of Goods & Service Tax registration certificate in respect of Providing Ambulance Services
4	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	i. Self Attested copy of the Employee Provident Fund registration letter / certificate. ii. Self Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate. iii. Copy of payment of ESI, EPF receipts during last 6 months
5	The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Annexure-I

6	Minimum one ambulance (ICU on Wheels) required (Not More than 2 years old)	Copy of RC & other relevant documents
7	EMD	Rs.1,15,000/- (in form of DD/Term Deposit/ Bank Guarantee etc.in favour of Dean, IIT Dharwad payable @ Dharwad) Bidders registered with NSIC / MSME are exempted from EMD, provided the certificate from the body clearly mentions the equipment/item/store/service/es which is / are being procured.

Special Terms and Conditions for Labour Contracts

The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms 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. It may finally be noted that in order to qualify on technical grounds, all seven parameters of the minimum eligibility criteria must be fulfilled. Failing to meet any of the set parameters, the firm shall be disqualified on technical grounds

13. Pre-qualification Criterion:

13.1 Criteria to be met are as outlined in Para 12 of the Scope of Work of this document.

14. Minimum Wages and Social Security Provisions

The minimum wages payable and other statutory obligations related to social security on the part of the contractor (employer) will be as under:

14.1 Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.

14.2 Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.

14.3 Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills. However, if the vendor/contractor is registered under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana), IIT Dharwad will not be liable to pay any charges towards EPF.

14.4 The minimum liability of payment on the part of the contractor to the workmen or to their respective accounts will be the total of:

- a) Minimum daily wages
- b) Variable DA on daily wages.
- c) EPF
- d) ESI
- e) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time. i.e. bonus, relieving charges etc.

14.5 TDS of Income Tax @ 2% shall be made from the amount payable to the contractor. The TDS certificate will be issued by IIT Bombay (Mentoring IIT for IIT Dharwad). Payment of income tax on profits of the firm is the sole responsibility of the contractor.

15.0 Submission of Quotation/Offer/Bid

15.1 The following documents are to be submitted with the bid inter alia:

S. No.	Particular
1.	Proprietary affidavit/partnership deed/ certificate of incorporation/Memorandum and Articles of Association as applicable
2.	Registration with Commercial Tax Office, if applicable
3.	Goods & Service Tax Registration Number, if applicable
4.	Permanent Account Number (Income Tax)
5.	EPF Registration Number, if applicable
6.	ESIC Registration Number, if applicable
7	CV, copy of PAN and Aadhaar cards of drivers and paramedic staff
8	Past 3 years income tax returns
9	Relevant documents related to the vehicle viz. Registration, Insurance, Permit etc.

15.2 The rate quoted by a firm should cover wages payable to the employees which should not be less than the minimum wages prescribed by the statutory authorities from time to time as indicated in para 14, taxes payable to govt. on the provided services (other than income-tax deducted at source) and service charges required for executing the work described in scope of work. the price bid format provided with the tender.

15.3 Tender will be finalized based on the lowest service charges among all technically qualified offers complying with all statutory provisions, requirements and tender conditions.

15.4 Institute reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

15.5 The contractor will provide necessary documents to comply with the following:

- a) That he is not facing any legal proceedings for violation of any labour laws from any agency/department/court of law.
- b) That he has not ever been disqualified for poor performance or for failure to adhere to labour laws by any government organisation or by a public sector undertaking or by any autonomous body.

- c) That he shall pay all the dues including legal expenses, if any, if detected for any default by any Inspector under labour laws. The institute will not be responsible for any default made by the contractor.

16.0 Contract Implementation

16.1 Sub-contracting of the work will not be allowed.

16.2 Persons below the age of 18 years shall not be engaged for the work. The contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The contractor 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.

16.3 Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.

16.4 Contractor shall not change a workman without consent of the competent authority of IIT Dharwad. He shall also ensure physical availability of his overseer/supervisor for mustering in/out the workmen at the Institute gate and supervise their work on daily basis.

16.5 The contractor(s) shall maintain a register of all his employees and the work assigned to them on daily basis. He should be in a position to produce the same at any given time. The register shall be authenticated by the authorized representative(s) of institute on daily basis before closing of the shift.

16.6 Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed/approached by institute.

16.7 The contractor will be accountable for any accident, injury and loss of life to the workmen deployed by him and shall be responsible for payment of compensation as per law. If need arises, the Institute management will recover such amount from the contractor to effect payment to the affected person(s).

16.8 Supervision and Control: Institute will appoint a designated authority for control and supervision for smooth implementation the contract on his behalf. The appointed in-charge will verify all relevant documents, schedule, supervise, measure, record, inspect the work and prepare work completion certificate(s).

16.9 Institute reserves the right to terminate the contract at any time without assigning any reason.

16.10 The successful agency / firm / company will have to deposit a performance security deposit of 10% of Purchase Order value in the form of Performance Bank Guarantee (PBG) or demand draft of any nationalized/scheduled Bank in favour of Dean, IIT Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period.

17.0 Payment of Wages to the Workmen

17.1 The contractor will pay the wages for a month to the workmen by 10th 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.

17.2 The contractor 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.

17.3 The contractor will issue wage slips and employment cards as per relevant Act.

17.4 The contractor will make payment to his employees either through A/c payee cheque in presence of authorized representative of the institute as directed or through NEFT and produce the necessary documents in proof of payment. The contractor shall obtain signature or thumb impression of the workman on wage roll authenticated by the initials of the contract.

17.5 The contractor shall inform to the principal employer the date of payment if same is done through cheque. Authorized representative of the institute will witness the payment and record the same as per provisions of relevant rules.

17.6 Wages shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.

17.7 In case of delayed/short supply of manpower, penalty/ liquidated damages @ 0.5% of the payment due for each week of delay or part thereof shall be recovered from the bills of the contractors.

17.8 EPF: The contractor shall deposit both parts of EPF, in the respective accounts of the workmen every month without fail. The contractor shall submit the proof i.e. copies of the challans/statements together with the list of workmen with account numbers and the amounts deposited against each to Accounts Section for processing the bills.

17.9 Variation in minimum wages during currency of the contract

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 contractor 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 the institute. The contractor shall present the necessary supporting documents to claim the variation.

18.0 Safety & Insurance

18.1 The contractor shall follow safety procedures in all respects.

18.2 The contractor 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 contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.

18.3 The contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases.

18.4 The contractor 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.

19.0 Security

19.1 The contractor and the men engaged by him should not have any adverse police record and should bear good character. The Police Verification Report and security clearance for all the workmen and supervisory staff is to be ensured by the contractor within 3 weeks of placement of supply order.

19.2 The security office will maintain register for the contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be. The Works In-charge as appointed by the institute will also maintain register in the same way.

19.3 The contractor 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 inside the institute or in the work premises by any of the contractor's persons shall be contractor's responsibility.

19.4 The contractor 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.

19.5 Institute reserves right to disallow any or all of the contractor's men from being deployed inside the institute campus without assigning any reason.

19.6 In the event of any damage to the property of the institute or life of its employees and/or their dependents the contractor 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 contractor at market value.

20.0 Statutory Obligations

20.1 The contractor 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:

- a) Contract Labour (Regulation and Abolition) Act 1970
- b) Contract Labour (Regulation & Abolition) Central Rules 1971
- c) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
- d) Minimum Wages Act 1948
- e) Minimum Wages (Central) Rules 1950
- f) Employees' Compensation Act 1923
- g) The E.P.F. and Miscellaneous Provisions Act 1952
- h) Employees State Insurance Act 1948
- i) The Child Labour (Prohibition and Regulation) Act 1986
- j) Any other labour law applicable or introduced during the currency of the contract

20.2 Liability arising due to failure to adhere to statutory or other legal provisions attributable to the contractor shall be borne by the contractor himself.

20.3 The contractor 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. The authorized representative shall be entitled to inspect these records at any time.

20.4 If a bidding firm/contractor 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 deemed fit, that may include debarring of the firm, shall be initiated.

20.5 The contractor shall indemnify IIT Dharwad against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor shall conduct all legal proceedings as may be necessary without any cost to the institute. If due to any reason whatsoever, IIT Dharwad management is made liable to pay any liabilities of the contractor under any of the said laws etc; the same shall be recovered from the dues payable by IIT Dharwad to the contractor and/or from the security deposit(s) furnished by him.

21.0 Payment to the Contractor(s)

21.1 The work/job carried out by the contractor will be inspected by the authorized representative(s) of the institute who will render work completion certificate to the contractor for successful completion of work to claim periodic payment.

21.2 Measurement of the work and payment

Payment to the contractor will be made on monthly basis within 10 working days on presentation of bills and work completion certificate(s) from the authorized representative of the institute. The certification of attendance of the workmen should be in line with the authenticated muster cum wages register/Muster Roll as the case may be.

21.3 Payment of the EPF & ESIC shall be released on production of documentary evidence of deposit of employer's contribution to the workmen's accounts every month. In the event of failure to do so, a matching amount shall be held back from the payments due which will be released after depositing the same to the beneficiaries' accounts by the contractor only.

21.4 Payment to the contractor is liable to be held if he fails to make payment due to the workmen engaged by him within statutory time period.

21.5 Deductions shall also be made from contractor's bills during implementation of the contract that may become due as damages, liabilities or for other causes.

22.0 General

22.1 The persons employed by the contractor, 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 contractor for the subject job by the representative of IIT Dharwad. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

22.2 If any employee of the contractor is found to have committed misconduct or misbehavior, the Institute at its sole discretion, may direct the contractor to remove such employee and the contractor shall remove such employee(s) without questioning the decision of the institute.

22.3 The personnel deployed by the contractor will not become member of any trade union of the institute. If the personnel employed by the contractor indulge in union activities which affects the service obligation of the contractor/safety/ security of the institute/estate, the contract will be liable for termination. In the event of violation, they will be debarred from entering estate and institute and contract can also be considered for termination.

22.4 Further, the personnel deployed by the contractor shall not engage themselves in any undesirable activities whether within the institute premises or in the estate area. 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 estate and institute and contract can also be considered for termination and forfeiture of the security deposit.

22.5 The personnel deployed by the contractor shall be available at the place of work defined for them. They must not visit other places.

22.6 No housing/accommodation will be provided by the institute to the personnel deployed by the contractor unless otherwise specifically provided in the contract.

Annexure- 'A'

PRICE SCHEDULE FOR AMBULANCE SERVICES

A	No. of Ambulances	01
B	No. of paramedic staff	03 (8 hr duty each)
C	No. of drivers	03 (8 hr duty each)
D	Rates for providing ambulance per month	
E	Rates(Basic+ VDA) Per month per paramedic staff	
F	EPF @ 13.15% per month per paramedic staff	
G	ESI @ 4.75% per month per paramedic staff	
H	Bonus@ 8.33% per month per paramedic staff	
I	Relieving Charges @ 1/6 of monthly wages	
J	Rates(Basic+ VDA) Per month per driver	
K	EPF 13.15% per month per driver	
L	ESI 4.75% per month per driver	
M	Bonus@ 8.33% per month per driver	
N	Relieving Charges @ 1/6 of monthly wages	
O	Other Mandatory charge payable to per paramedic staff per month (details to be provided separately)	
P	Other Mandatory charges payable to per driver per month (details to be provided separately)	
Q	Total charges payable to 3 paramedic staff per month (E+F+G+H+I)*3	
R	Total charges payable to 3 drivers per month (J+K+L+M+N)*3	
S	Total Charges payable to 3 drivers and 3 paramedic staff per month (Q + R)	
T	Total Goods & Service Tax liability on the Agency per month for executing the work.	
U	Total taxes payable by the Agency per month (Other than Income tax/WC Tax)	
V	GRAND TOTAL OF THE CHARGES PAYABLE PER MONTH (S+T+U)	

ANNEXURE- B

SELF-DECLARATION – NO BLACKLISTING

(Date)

To,

The Assistant Registrar
IIT Dharwad

Dear Sir/Madam,

REF: TENDER FOR HIRING OF AMBULANCE SERVICES FOR IIT DHARWAD

In response to the Tender Document for Supply, Installation and performance demonstration of_____ for IIT DHARWAD, I/ We hereby declare that presently our Company/ firm _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 our Company/ firm_____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 barred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures_____

Date:

Name_____

Seal of the Organization

ANNEXURE-C

Contractor Compliance Self Certification

(w.r.t. Acts/Statutory regulations/rules related to contract labour engagement)

I/We _____ have complied all applicable Acts, Laws, rules & regulations of Government/s w.r.t. contract labour engagement for the _____ month _____ year in carrying out outsourcing contract work of providing “**AMBULANCE SERVICES with ICU on Wheels, 3 paramedics & 3 Drivers**” to Indian Institute of Technology Dharwad for period of one year.

Signature

**Name & Seal of Contracting
agency/Firm/Company**

ANNEXURE-D

PROFORMA FOR SUBMISSION OF EMD IN FORM OF BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

1. Whereas

.....

(Hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of

(Hereinafter called the “tender”) against the Purchaser’s tender enquiry No.

.....

2. KNOW ALL MEN by these presents that WE

of..... having our registered office at

..... are bound unto

(hereinafter called the “Purchaser”) in the sum of

..... for which payment will and truly

to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these

presents. Sealed with the Common Seal of the said Bank this..... day of

.....20.....

3. CONDITIONS OF THIS OBLIGATION ARE:

(i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b. Fails or refuses to accept/execute the contract.

4. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

5. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....

Name of the officer

.....

Designation of the officer

.....

Seal, name & address of the Bank and address of the Branch