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E.S.I.C.

कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



सत्यमेव जयते

आदर्श अस्पताल बापूनगर, हरदासनगर पुलिस चौकी के पास,
बापूनगर, अहमदाबाद, गुजरात – 380024
MODEL HOSPITAL BAPUNAGAR, NEAR HARDASNAGAR
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**NOTICE INVITING e-TENDER THROUGH GeM PORTAL FOR PROVIDING
CONSULTANCY SERVICES FOR BUILDING USE (BU) PERMISSION THROUGH
AMC REGISTERED ENGINEER FOR THE ESIC MODEL HOSPITAL
BAPUNAGAR, AHMEDABAD**

**(under HIRING OF CONSULTANTS - MILESTONE/DELIVERABLE BASED
module in GeM)**

The MS, ESIC MODEL HOSPITAL BAPUNAGAR, AHMEDABAD invites e-Tender under “Two Bid System” i.e. (Technical Bid and Financial Bid separately) from interested and eligible consultancy agencies for providing consultancy services for BU Permission through Ahmedabad Municipal Corporation (AMC) registered engineer for the ESIC MODEL HOSPITAL BAPUNAGAR, AHMEDABAD through GeM Only

| | |
|---|----------------|
| Date of Issue of e-tender on ESIC Website | As per Gem Bid |
| Last Date of Submission of tender | As per Gem Bid |

ATC FOR PROVIDING CONSULTANCY SERVICES FOR BU PERMISSION THROUGH AMC REGISTERED ENGINEER FOR ESIC MODEL HOSPITAL BAPUNAGAR, AHMEDABAD

Scope for Consultancy:

| Sl. No | Description of Work |
|---------------|--|
| 1. | Preparation of drawings of existing Hospital and submitting to AMC |
| a) | The selected agency shall prepare the latest drawing of the existing structures of ESIC Model Hospital Bapunagar immediately after the award of contract. |
| b) | The Drawing prepared shall be submitted to Ahmedabad Municipal Corporation for obtaining BU Permission on e-nagar portal through AMC registered engineer only. |
| c) | If any additional fees are sought by AMC, the demand notice shall be submitted by the Engineer to this hospital for payment process. |

| | |
|----|--|
| 2. | Obtaining BU Permission |
| a) | After payment of additional fees / impact fees, engineer shall get the BU Permission letter from AMC |

INTRODUCTION:

ESIC Model Hospital Bapunagar, Ahmedabad, is providing Secondary care service to the Insured Persons (IPs) and Non-Insured Persons. The Institution is planning to get Building Use (BU) Permission.

The purpose of this e-tender is to engage an authorized competent consultancy services for facilitating this hospital to obtain BU Permission letter from AMC

INSTRUCTIONS TO BIDDERS:

1. The rates quoted should not be higher than that quoted in case of any other organization /Institution.
2. The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the bid document. The contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent shall be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Institution, may sustain in consequence or arising out of such replacing of the contract. In addition 2% penalty shall be levied, at the direction of the ESIC Model Hospital Bapunagar, Ahmedabad, Wherein , if waived, shall be recorded in writing by the ESIC Model Hospital Bapunagar, Ahmedabad.
3. Insolvency and breach of contract: The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say: -
 - i) If the contractor being an individual or if firm, any partner in the contractors firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debentureholders to appoint a receiver or Manager.
 - iii) If the contractor commits any breach of this contract not herein specifically provided for Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.
4. Right to accept / reject: The competent authority reserves the right to reject any or all bids without assigning any reason whatsoever. Also, the competent authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the bidders.
 5. In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
 6. The Engineer should have been registered with Ahmedabad Municipal Corporation (AMC)
 7. Past work experience in brief along with the current assignments handled especially mentioning the major clients (not less than two). Bidders are required to confirm the fulfillment of the evaluation criteria by submitting relevant documents in the following areas:
 - A) Engineer should have experience in the concerned work.
 - B) Copy of work order for two similar works to be submitted along with technical bid.
 8. Brief detail of qualified professionals employed by the bidder organization proposed for ESIC Model Hospital, Bapunagar, Ahmedabad assignment including their name,

experience, profile, specialization etc. keeping in view the requirement mentioned in bid evaluation criteria are required to be furnished by the bidder.

9. Any loss to ESIC on account of non-performance of the contract, deficiency in performance due to lack of quality, non-performance in time or similar deficiencies, will be recovered from the bidder and contract shall be liable for termination/forfeiture of Security Deposit.

PAYMENT TERMS

1. **Rates quoted shall be deemed to be inclusive of cost of manpower, travelling, lodging, food expenses, software/hardware, stationery, drawing prints or any print charges, presentation material, Authorised engineer professional charges, license charge of registered engineer, AMC drawing charge (Autocad preparation), Liasoning charge of consultant, Stability certificate charges of structural engineer, or any other incidental expenses, etc., No escalation of whatsoever nature, shall be payable in future due to any revision/amendment in any act/statute governing this contract.**
2. No advance payment shall be made.
3. If necessary, any registration fee / additional fees payable for the purpose of BU Permission may be required to be paid by the selected agency and shall be reimbursed as per actual by the Institution. Similar procedure is applicable for any other incidental charges.
4. Payment shall be made in 2 stage as shown below:
50% of the payment on receipt of demand notice from AMC.
50% of the payment on receipt of Building Use (BU) Permission letter.
5. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

AMENDMENT OF CONTRACT

During service delivery period some conditions may occur when the Buyer and/ or Seller may require to amend the Agreement, some of such conditions may be as followed-

- i. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be noticed to the other party.

TERMINATION OF CONTRACT

The Agreement shall become to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- i. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not, attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- ii. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the agency, if he breaches a material provision of this Contract where that breach is not capable of remedy; or if breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- iii. Breach of SLAs: The contract may also be terminated if
 - i) The cumulative penalties rise to 10% of the contract value
 - ii) Repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Annexure: I

Proforma for Technical Bid

| S.no | Particulars | Yes/No |
|------|--|--------|
| 1 | The Engineer should have been registered with the Ahmedabad Municipal Corporation (AMC) | |
| 2 | Past work experience in brief of the bidder. Copy of work order for two similar works to be submitted alongwith technical bid. | |
| 3 | Detail of qualified professionals employed by the bidder organization proposed for ESIC Model Hospital Bapunagar Ahmedabad, assignment including their name, experience, profile, specialization etc | |

Company Seal and Sign

Annexure:II

Proforma for Financial Bid

| <u>S. No:</u> | <u>Category</u> | <u>Total in INR (in Figures)</u> | <u>Total In Rupees in Words</u> |
|----------------------|--|---|--|
| 1. | Financial Proposal for Providing Consultancy Services for obtaining BU Permission for ESIC Model Hospital Bapunagar (Rates quoted shall be deemed to be inclusive of cost of manpower, travelling, lodging, food expenses, software/hardware, stationery, drawing prints or any print charges, presentation material, Authorised engineer professional charges, license charge of registered engineer, AMC drawing charge (Autocad preparation), Liasoning charge of consultant, Stability certificate charges of structural engineer, or any other incidental expenses, etc.,). | | |
| 2. | Tax Liabilities/GST (as applicable) | | |
| 3. | Total Financial Proposal inclusive of all taxes in Figures.(Total 1+2) | | |
| 4. | Total Financial Proposal inclusive of all taxes in Words.(Total 1+2) | | |

***Quoted rates are valid till BU Permission letter is achieved for ESIC Model Hospital Bapunagar.**

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