

## **NOTICE INVITING TENDER**

### **FOR**

### **ENGAGEMENT OF ALS AMBULANCE SERVICE PROVIDERS**

**For providing 24 X 7 Service to be Deployed in the Wellness Centre located in Supreme Court, Medical Centre Parliament House Annexe and First Aid Post, Parliament House in Delhi.**

**Tender No. HLL/LO/ALS/2021-22/02**

**Dated. 14.07.2021**



**HLL Lifecare Limited**  
**(A Govt. of India Enterprise)**

**HLL LIFECARE LTD,  
B-14A, 3<sup>rd</sup> FLOOR, NEW BUILDING,  
NOIDA, UTTAR PRADESH -201 307  
CIN: U25193KL1966GOI002621**

## **CONTENTS**

<b>Sl. No</b>	<b>Description</b>	<b>Page Number</b>
1	Notice Inviting Tender	3-4
2	Minimum Eligibility Criteria	5-8
3	General Terms and Conditions	8-15
4	Special Terms and Conditions	15-18
5	Questionnaire – Annexure - I	19
6	Declaration - Annexure – II	20
7	Check List –Annexure – III	21-22
8	Bid Security Declaration – Annexure - IV	23-24
9	Price Bid- Annexure - V	25
10	Format for Performance Certificate – Annexure-VI	26
11	Mandate form for Companies	27
12	Vendor Details form	28

## **NOTICE FOR INVITING TENDER**

HLL LIFECARE LIMITED (HLL), a Mini Ratna Public Sector Enterprise under the Ministry of Health & Family Welfare, Govt. of India, invites bids from interested parties under the two-bid system (Technical and Financial) for providing Three (3) Advanced Life Support (ALS) Ambulances along with driver and Emergency Medical Technician (EMT) to provide 24X7 Ambulance service in Wellness Centre located in Supreme Court, Medical Centre Parliament House Annexe and First Aid Post, Parliament House in Delhi.

### **1. BACKGROUND**

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare, Govt. of India is a world leader in contraceptives and has grown into a comprehensive healthcare company. A parallel world of health care services also exists under HLL Lifecare Ltd., apart from its products. Healthcare Services Division & Retail Business Division offers services to partnering institutions in the areas of diagnostic services, pharmacy and other specialty services.

**2. Scope of work:** The present tender has been floated to invite bids for hiring of Advanced Life Support (ALS) Ambulance Services under which the agency shall provide three (3) Advanced Life Support Ambulances accompanied with a driver and an Emergency Medical Technician providing 24 x 7 services for each of the units i.e., Wellness Centre located in Supreme Court, Medical Centre Parliament House Annexe and First Aid Post Parliament House in Delhi, for a period upto one (01) year (Split half yearly).

**3. Start Date and Time of Tender Application** : 14-07-2021, 10.00 am

**4. Last date and Time of Tender Application** : 26-07-2021, upto 5.00 pm

**5. Date and Time of Opening of Technical Bid** : 27-07-2021 at 12.00 pm

**6. Address for Tender Submission:** HLL LIFECARE LTD, 3<sup>rd</sup> FLOOR, NEW BUILDING,  
B-14A, SECTOR-62, NOIDA, U.P. 201307

**7. Venue of opening the Tender:** Same as above

**8. Address for Communication :** Same as above  
(Between 10.00 am to 5.30 pm on all working Days)  
Email : [bharatkumarmishra@lifecarehll.com](mailto:bharatkumarmishra@lifecarehll.com)

**9. Duration of contract:** Upto One year from the date of award of the contract (split half yearly).

**10. Tender Fee:** Rs.3,000/- (Rupees Three Thousand Only) in the form of a Demand draft favouring HLL Lifecare Limited, payable at Delhi drawn from any nationalized bank / scheduled bank.

**11. Bid Security** : Bid Security Declaration as per **Annexure – IV** is to be submitted along with the tender documents.

**12. Performance Security Deposit:** A non-interest bearing Performance Security Deposit of Rs. 3,00,000/- (Rupees Three Lakhs Only) in the form of either a Demand Draft (DD) favoring HLL Lifecare Limited, payable at Delhi drawn from any nationalized bank / scheduled bank or in the form of a Bank Guarantee favouring HLL Lifecare Ltd., Thiruvananthapuram.

If the successful bidder breaches any of the terms and conditions of this tender or fails in performance as per the terms and conditions of this tender, then, HLL will be entitled to forfeit the performance security deposit without any prior notice.

Applications can be downloaded from our website [www.lifecarehll.com](http://www.lifecarehll.com) or from CPP. **Any amendment will be published only at our website and CPP.**

MSME/NSIC/SSI/ units Registered with UDHYOG ADHAR shall provide their valid registration certificates and units under micro and small category will be exempted from tender fee subject to verification of the registration certificates.

**MANAGER(INB)**

**MINIMUM ELIGIBILITY CRITERIA**

SI. No.	<b><u>CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS</u></b>	<b><u>DOCUMENTS TO BE SUBMITTED IN PROOF THEREOF</u></b>
	Basic Instructions	<p>Please note:</p> <ol style="list-style-type: none"> <li>1. <b>It is mandatory to submit all documents mentioned below- failure to do so will make the bid liable for rejection.</b> In case a document mentioned in the list below, has not been submitted by a bidder/does not pertain to a bidder, then an explanatory letter from the bidder stating the reason for not submitting the document along with supporting relevant Govt. orders (if applicable), is to be submitted in the concerned on-line packet with the rest of the bid documents. Tender Committee will have the sole discretion to accept or reject the explanation by the bidder.</li> <li>2. The bid documents should be submitted <b>in the correct packets.</b></li> <li>3. A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, HLL , without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.</li> </ol>
1	Performance Security Deposit - Rs. 3,00,000/- (Rupees Three Lakhs Only)	<ol style="list-style-type: none"> <li>1. A non-interest bearing Performance Security Deposit of Rs. 3.00,000/- (Rupees Three Lakhs Only) in the form of either a Demand Draft (DD) favoring HLL Lifecare Limited, payable at Delhi drawn from any nationalized bank/ scheduled bank or in the form of a Bank Guarantee favouring HLL Lifecare Ltd., Thiruvananthapuram.</li> <li>2. Exemption from submission of Performance Security Deposit for MSEs:- Bidders in the category of Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE for the service tendered. As per OM No. F 5/4/2018-PPD DoE, dated 28/02/2018, it is mandatory for declaration of Udyog Aadhar Memorandum (UAM) number by MSE bidders</li> </ol>

2	Bidder to understand and agree to the terms and conditions of bid.	Declaration and Tender Acceptance letters per <b>Annexure II and Annexure IV</b> duly signed <b>by the authorized signatory</b> should be submitted. The name of bidder, complete postal address, telephone and mobile number, fax and e-mail should be mentioned in the declaration and tender acceptance letter.
3	Bidder of ALS Ambulance Agencies should have their office located in Delhi, with proper infrastructure. Bidder should have a call center which is available 24*7.	Copy of company registration to be sent. Physical verification by HLL authority will be done at the discretion of HLL as part of Bid evaluation.
4	Bidder of ALS Ambulance Agencies should have ownership of minimum <b>5 Nos. of ALS Ambulance. No sub contract is permitted to the Bidder.</b>  <b>Physical verification</b> of ambulances by HLL authority will be done after Technical Bid.	Notarized undertaking for ownership of 5 (FIVE) ALS Ambulance.
5	Bidder shall own hospital emergency facility in Delhi to provide immediate support to the patients.	REGISTRATION CERTIFICATE OF THE BIDDER TO BE PROVIDED. Physical verification of the medical facility may be done by HLL at its discretion as part of Bid Evaluation.
6	Annual Turnover: The average annual financial turnover during the last three years ending 31st March of the F.Y. 2020-21 to be at least 2.0 cr. in each and every financial year.	<ol style="list-style-type: none"> <li>1. Financial data for latest last three audited financial years has to be submitted by the bidder. The same shall be certified by chartered accountant (CA) with his stamp and signature.</li> <li>2. Certificate clearly mentioning <b>Turnover of last 03 years</b> ending 31st March of the F.Y. 2020-21, duly signed and stamped by the CA.</li> <li>3. In case balance sheet of the last financial year is not audited, the bidder has to submit a certificate by a CA certifying that "the balance sheet has actually not been audited so far". In such case the financial data of previous three audited financial shall be taken into consideration for evaluation. If the audited turnover of any year as per above is not submitted, the turnover for that year shall be considered as zero and average annual turnover for three years will accordingly be calculated. If the CA certificate is not submitted along with the bid, the bid will be considered as non-responsive and rejected.</li> </ol>

7	The bidder shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.	<p>Individual signing the Bid and other documents must specify whethers/he signs as:</p> <p>i) A sole proprietor of the firm (notarized affidavit to that effect may 0be attached), or constituted attorney of such proprietor (Power of Attorney may be attached).</p> <p>ii) A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration (General Power of Attorney may be attached specifying the partner authorized to sign the bid). In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm. A notarized affidavit on non judicial stamp paper may be submitted, clearly stating the names of all partners of the firm as per the partnership deed.</p> <p>iii) Constituted Attorney/Authorized Signatory, if it is a company (Copy of Board Resolution to be attached).</p> <p>iv) Authorized signatory in case of joint venture or a consortium (General Power of Attorney (GPA) to be attached). The GPA will also mention as to who is the lead partner in the JV/consortium. The lead partner shall be held overall responsible for the execution of the order and other clauses per se in case the other partner falters from the terms of agreement or goes bankrupt.</p>
8	The bidder should have PAN No.	Bidder shall submit a copy of PAN card No. under the Income Tax Act showing his name/name of agency.

9	The bidder should have experience of executing similar works of at least three ALS (or equivalent) ambulance in one work order . (i.e. providing hired ALS ambulance services) to Hospitals / Dispensaries / Health care organizations of Central Government / State Government Departments/ Public Sector Companies /Undertakings/Autonomous Bodies	Copy of:  The bidder must submit 'work orders' and completion certificate issued by any Govt. organization (Central/State/PSE/Autonomous Body under Govt of India) in favour of the bidder, duly signed and stamped by the competent authority.
10	Bidder should be regularly filing his Income Tax	Copy of ITR for last three financial years i.e.,2017-18, 2018 19, 2019-20 (i.e., Assessment Year 2018-19, 2019-20,2020-21) to be submitted.
11	The bidder should not have been black listed / debarred by any Government organization, nor involved in any litigation regarding ALS ambulance services	An undertaking by the bidder on non judicial stamp paper as part of Tender Acceptance Letter, stating that the bidder has not been blacklisted / debarred by any Government organization should be submitted.

## GENERAL TERMS AND CONDITIONS

1. Before tendering, the tenderers are advised to carefully go through the **Terms and Conditions of the Contract** and the Tender Notice which form part of the Agreement to be entered into.
2. The rates quoted shall remain valid for 3 MONTHS from the date of opening of tenders. In the event of withdrawal of the tender during the above period of three months by the bidder or if the bidder does not accept the correction of errors in the tender, then, HLL will have the absolute right to suspend the bidder from participating in future tender(s) published by HLL for a period of three years. The bidder will have no right to dispute any such decision of HLL.
3. In the event of the tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, the person holding the power of attorney on behalf of the firm. In the later case, the power of attorney, **duly notarized** must accompany the tender.
4. Every tender must be accompanied by a Bid Security Declaration as per **Annexure – IV**.



5. The successful Bidder should deposit a non-interest bearing Performance Security Deposit of Rs. 3,00,000/- (Rupees Three Lakhs Only) within 15 days of award of work in the form of either a Demand Draft (DD) favoring HLL Lifecare Limited, payable at Delhi drawn from any nationalized bank/ scheduled bank or in the form of a Bank Guarantee favouring HLL Lifecare Ltd., Thiruvananthapuram. The Performance Security Deposit would be released after three months on the satisfactory completion of the contract.
6. In case the service provider whose tender is accepted fails to sign the contract agreement and deposit the necessary performance security deposit within 15 days of award of work, HLL will have the absolute right to suspend the bidder from participating in future tender(s) published by HLL for a period of three years. The bidder will have no right to dispute any such decision of HLL.
7. HLL Lifecare Ltd, reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
8. Tenders not submitted on the prescribed forms will be rejected.
9. The Contract shall be in force for **upto one year (split half yearly) as the case may be** from the date of award of contract.
10. Any clarification if needed, in any respect can have from **MANAGER (INB)** before submitting the tender.
11. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, HLL Lifecare Ltd, reserves the right to reject such tender at any stage.
12. If any unethical practices are adopted for securing the contract, the offer of such a tenderer shall be rejected.
13. **INDEMNITY CLAUSE:-**  
The successful bidder shall and will indemnify the HLL against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the successful bidder in execution of or in connection with the work of this contract and against any loss or damage to the HLL in consequence to any action or suit being brought against the successful bidder for anything done or committed to be done in the execution of this contract. The successful bidder will abide by the job safety measures prevalent in India and will free the HLL from all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to HLL including legal cost or expenses incurred by the company by reasons of non-provision/non-performance against the terms and conditions given in the transportation work order/agreement and this tender and will not hold the HLL responsible or obligated. The HLL may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the successful bidder or single in case the latter chooses not to defend the case.

#### 14. Documents Required to be submitted along with Technical Bid;

- A. All documents as mentioned in the table given above under the heading: "MINIMUM ELIGIBILITY CRITERIA" are to be submitted. It is mandatory to submit all the documents, only bids complete in all respects will be considered.
- B. Tender document duly signed and stamped in all pages along with corrigendum (if Any)
- C. Copy of the Memorandum of Association/Articles of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor
- D. Questionnaire - Annexure I
- E. Declaration - Annexure II
- F. Certificate to the effect that tenderer is an independent contractor working on his own in case of no partnership deal is existing.
- G. Registration number of the vehicles owned by the tenderers with full details.
- H. One copy of our special terms and conditions duly signed by the tenderer.
- I. Application fee in the form of DD for an amount of Rs. 3000/- (if applicable)
- J. Power of Attorney in stamp paper (Rs.200/-) duly notarized authorizing the signatory to sign the bids and transact business.
- K. Check List - Annexure III
- L. Bid Security Declaration Form (Annexure – IV)
- M. Price Bid – (Annexure – V)
- N. Valid registration certificates for MSME/NSIC/SSI/ units Registered with UDHYOG ADHAR. (if applicable)

The ALS Ambulance offered on hire by the technically eligible bidder(s) may be examined by HLL as part of Bid Evaluation at its discretion.

#### 15. Price Bid : Called “Financial Bid” which will contain the duly quoted price

- i. Price Bid is placed at **Annexure-V**.
- ii. The rates to be submitted by the bidder (**fixed Charges for UPTO 300 KM running per month**) shall be considered for short listing the L1 bidder and shall be inclusive of all Manpower charges (Driver +Emergency Medical Technician), Equipment charges, Fuel Charges (only diesel), Medical Gases Charges, Medical & Surgical Consumable Charges, Statutory obligations and any other expenses **excluding GST** related to or incident to performance of “Hiring of ALS Ambulance” services and with regards to terms and conditions specified in the tender. Please read the details regarding the Specification, Scope of Work as given in the general terms & conditions and general and technical specification of ALS Ambulance as per National Ambulance Code (NAC)-AIS-125 and guidelines issued by Govt. of NCT Delhi, for clear understanding.

- iii. The bidders will quote their rates for “above 300 Kms per month” in the form of **fixed Charges per kilometer for above 300 KM running per month excluding GST** in the Price Bid. However, this figure will not be considered for deciding the L1 bidder. The L1 bidder would however be bound to accept the lowest rate quoted by any bidder for “**fixed Charges per kilometer for above 300 KM running per month**” in the Price Bid.
- iv. The bidders are required to quote the total cost in INR only.
- v. Any change in GST upward/downward (in case applicable) as a result of any statutory variation taking place within contract period shall be allowed to the extent of actual quantum of GST as applicable. In case of downward revision in GST, the actual quantum of reduction shall be restricted/ reimbursed to HLL by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- vi. The bidder quoting the lowest price for “fixed Charges for UPTO 300 KM running per month” will be declared as L1 bidder (referred to as “Agency” in the tender) and after applying following clauses the successful bidder (s) will be declared.
- vii. In compliance with Public Procurement Policy for MSE:**

MSE quoting price within price band L1+15% shall be awarded the contract for complete supply of the item, considering spirit of policy for enhancing the Govt. procurement from MSE Clause 1.10.4 Public Procurement Policy for Micro and Small Enterprises (MSEs)
- viii. In case the contract with selected L1 bidder is cancelled for any reason during the period of contract or L1 bidder is unwilling to accept the offer, then L2 will be offered the contract at L1 rate. If he is also unwilling to accept the offer then it will be offered to L3 at L1 rate and so on. In case none of the bidders are willing to accept the offer at L1 rate, then re-tendering will be carried out.
- ix. Successful L1 bidders will be extended an offer for ALS ambulance which he has to accept within one week of receiving the offer letter. On acceptance, the Agency will be required to execute an agreement with HLL preferably within one week time of the Acceptance of the Offer of the Tender.
- x. The agency will deploy the ALS Ambulances along with driver and Emergency Medical Technician within one week of signing of contract agreement whichever is earlier.

**16. Parallel Rate Contracts:**

HLL reserves the rights (1) to enter into parallel Price Agreement(s)/Contract(s) simultaneously or at any time during the period of the Price Agreement/Rate Contract with one or more bidder(s) as HLL think fit and (2) to place ad hoc contract or contracts simultaneously or at any time during the period of this rate contract with one or more transporter(s) / bidder(s) for such quantity of such item or items as HLL (whose decision shall be final) may determine.

**17. In Case of Default**

HLL is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

**18. Clarifications on Bids**

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

## 19. Amendment of tender documents

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, modify the tender documents and the amendments will be published in HLL website and CPP only

## 20. Language of Bid

All correspondence and documents related to the bid shall be in English.

## 21. Submission of documents Sealing and Marking of Bids

The Bidder shall prepare and seal in **separate packets** the following

- **Technical Bid**
- **Financial Bid**

Bid shall contain the Technical Bid and Financial Bid in **separate envelopes**, after duly properly marking the envelopes as **TECHNICAL BID** and **FINANCIAL BID**. All the above packets shall then be sealed in an outer envelope, duly marking the envelope as **BIDS FOR IEB No. HLL/LO/ALS//2021-22/02 dated 14.07.2021**

i) **The inner and outer envelopes shall be addressed to HLL at the address given below;**

**MANAGER (INB),  
HLL LIFECARE LTD,  
3<sup>RD</sup> FLOOR, NEW BUILDING,  
B-14A, SECTOR-62, NOIDA,  
U.P. 201307**

ii) **Bear the Tender name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE. .... (Mention the date of opening of the bid as given in the tender documents).**

iii) **The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared late.**

iv) **If the outer envelope is not sealed and marked as required, HLL will assume no responsibility for the bids misplacement or premature opening.**

### **A. Deadline for Submission of Bids**

Bids must be received by HLL at the address specified in the tender not later than the time and date stated in the tender. HLL may, at its discretion, extend this deadline for submission of bids in which case, all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended

### **B. Late Bids**

Any bid received by HLL after the bid submission deadline prescribed by HLL in the tender, will be rejected and returned unopened to the Bidder.

### **C. Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However, in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.

1. A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to HLL at the address named in the bid data sheet and bear the contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
2. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.
3. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
4. The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Tender Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in HLL website / CPP Portal.
5. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the tender document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph/ email will not be accepted.
6. HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

## **22. HLL's Right to Accept or reject any or all Bids**

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

## **23. Bid Opening and Evaluation Opening of Bids by HLL**

- a) Bids received before the deadline of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

### **Evaluation of Bids**

- b) The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. The bidders will be short-listed on the basis of responsiveness of technical bid, the price bid of the bidders who are disqualified at the technical evaluation will be returned un-opened. The short listed bidders will be informed about the time, date and venue of the price bid opening.
- c) For opening of Financial Bid, only those Bidders qualifying in the Technical bid will be considered.
- d) HLL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. HLL will ensure that each bid is from an eligible Bidder.  
Arithmetical errors will be received on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.
- e) HLL may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **24. NOTIFICATION OF AWARD**

After completion of evaluation of tender, HLL will notify the successful bidder. The notification of award (Purchase Order) will constitute the formation of the contract.

## **25. TERMINATION**

HLL reserve right to terminate/ cancel the Purchase Order at any time for any reason without any liability on HLL.

## 26. FORCE MAJEURE

For purposes of this Clause “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing within seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 27. RESOLUTION OF DISPUTES

The purchaser and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

## 28. JURISDICTION OF COURTS

The courts at Delhi alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

## SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. The model of vehicle offered for hiring as ALS Ambulance must be registered as Ambulance.
2. It will be the responsibility of the agency to ensure that the Certificate for Registration of Ambulances is renewed every year. The general vehicle type and configuration of the ALS Ambulance should be in accordance with the National Ambulance Code AIS-125 Type D Road Ambulance.
3. Ambulance Vehicle provided to Wellness Centre Supreme Court, Medical Centre Parliament House Annexe and First Aid Post Parliament House in Delhi should have Commercial Ambulance registration number and should have comprehensive insurance. The valid Registration Certificate issued by Govt. for the vehicle to be used as ALS Ambulance and the original insurance documents have to be produced before HLL.
4. The ALS Ambulance to be deployed on rental basis should have valid registration by Transport Department, Road Tax payment certificate, Fitness Certificate and Pollution Under Control certificate from competent authorities. Originals of all these documents should be produced before HLL authorities before the vehicle is engaged as an ALS Ambulance for HLL.

5. The Driver should have a valid license for driving the ALS Ambulance/Motor vehicle as per Delhi Govt. Rules. During duty hours they will wear Uniform, Identity Card and Name Badges..
6. The driver should have knowledge of vehicle mechanism so that he can attend to minor repairs.
7. The driver deployed should not be below 18 years and should not be above 50 years of age.
8. The driver and Emergency Medical Technician must carry mobile phones in working condition, for which no separate payment shall be made by the HLL.
9. Emergency Medical Technician (EMT) so provided with the Ambulance Vehicles shall have valid certification and should be well trained for handling medical Emergencies (trained in life support). During duty hours he will wear Uniform, Identity Card and Name Badge. The EMT should have experience of handling emergency medical condition.
10. The work contract for hiring of ALS Ambulance is non-transferable. The successful agency will not engage any sub-contractor or sub-let/transfer the contract to any other agency.
11. The Agency shall provide names, address and contact details of the driver and EMT. He will also provide copy of Government issued Identity proof including copy of Driving License of the driver. In case of EMT, in addition to copy of Government issued Identity proof, he will also provide copy of registration with Paramedical Council. The originals will be checked by HLL before the driver and EMT are deployed in Site.
12. The hired ALS Ambulance along with the hired manpower (driver and EMT) shall remain available 24\*7 in Wellness Centre Supreme Court, Medical Centre Parliament House Annexe and First Aid Post Parliament House.
13. The responsibility of ensuring that all equipment in the ALS Ambulance remain in working condition at all times and replenishment of the consumables including medicines will be that of the agency.
14. The ALS Ambulances may need to be stationed at places at the discretion of the head of the concerned units.
15. The drivers and EMT shall remain available as per instructions of the concerned authority in Wellness Centre Supreme Court, Medical Centre Parliament House Annexe and First Aid Post Parliament House and shall not leave place of duty without prior permission of CMO In Charge/ any other authorized officer deputed for hired ALS Ambulance management.
16. HLL will be at liberty to requisition additional ALS Ambulances on day to day basis On the charges pro rata basis against specific requirement.
17. The Agency is expected to work out their own rates based on the detailed description of 24x7 ALS Ambulance Services required for Wellness Centre Supreme Court, Medical Centre Parliament House Annexe and First Aid Post Parliament House for deployment of their fully equipped ALS Ambulance Vehicle, Manpower requirements (Driver + EMT), requested specifications and conditions, Statutory Taxes, Labour Law compliances, RTO Permissions and Registrations, Driving Licenses to their Drivers and Certified registered Paramedics deployment on their Ambulance Vehicle and finally arrive at the cost of the 24x7 ALS Ambulance Services offered. The Agency shall be deemed to have satisfied itself before e-Tendering as to correctness and sufficiency of its bid. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the 24x7 Ambulance Services. Where necessary, before submitting its Techno Commercial Bid and Financial Bid under Two Bid System, the Agency should inspect and examine the sites where the ALS Ambulances are to be deployed and shall satisfy itself about present patient load



based on the quantities and nature of the ALS Ambulance Services and Manpower/Fuel (diesel only) & Other materials /Equipment /Consumables/Medical Gases and any other resources necessary for the efficiently handling of the 24x7 ALS Ambulance Services and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its e-Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed in later stage to any engaged Agency.

**18. Payment of bills:**

- a. The Payment against provided Services of 24x7 ALS Ambulance Services shall be reimbursed on submission of monthly payment claim based on the record maintained in the form of Log Book in the ALS Ambulance Vehicle and Movement Record maintained in the Office of CMO In charge of the unit where the ALS Ambulance is stationed.
  - b. Bills in triplicate will be submitted by the 15<sup>th</sup> of the subsequent month to the Office of HLL along with duly filled in **Satisfactory Performance Certificate** issued by CMO In-charge of Wellness Centre Supreme Court, Medical Centre Parliament House Annexe and First Aid Post Parliament House (**Annexure VI**).
19. The agency should ensure timely submission of the required documents to HLL for early release of payments and in the meantime make payments to its engaged manpower & replenish consumables without affecting the work within 1st week of each of successive month with all labour law compliances. The salary of engaged staff should be transferred to their Bank Accounts through electronic mode for strict compliance of Digital India initiatives of Govt. of India.
  20. In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the agency will have to replace such person with a suitable substitute at the direction of the competent authority at short notice.
  21. HLL shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency may change the staff with prior intimation to HLL, ensuring that the new staff fulfils all requirements as mentioned under Section 2 regarding hired manpower.
  22. The HLL will not provide any sort of accommodation to the staff or person deployed by the Successful Agency and no lodging will be allowed in the premises of any HLL unit at any time.
  23. The Agency shall, for providing 24x7 ALS Ambulance Services, ensure that any specific work related to 24x7 ALS Ambulance Services assigned.
  24. The ALS Ambulance described above is required for 24X7. The drivers/EMT deployed beyond normal duty hours should be compensated as per the Minimum Wages Act as notified by the Ministry of Labour from time to time by the agency, without any additional financial burden on the HLL.
  25. The drivers/EMT will be considered as employees of the agency. HLL in no way shall be considered as a party to any dispute between the employee (Drivers/EMT) and employer (Agency).
  26. In case of the absence of the driver and EMT the Agency is bound to immediately provide the substitute.
  27. In case of requisition/seizure of the ALS Ambulance by the RTO or any other Authorities, it will be the Agency's responsibility to get the ALS Ambulance released and during such period of requisition/seizure, the Agency/firm will have to arrange alternate ALS Ambulance.
  28. All Maintenance servicing of the ALS Ambulance should be done by the Agency at its own cost. The interior and the exterior conditions of the ALS Ambulance should be well maintained. Routine Maintenance/servicing of the vehicles should be done by the Agency once in a month at its own cost.

29. In case of break down, the Agency will be responsible for repair and maintenance of the ALS Ambulance and will arrange alternate ALS Ambulance, at the earliest. HLL will not pay any type of compensation for maintenance of the ALS Ambulance.
30. Total breakdown period including routine servicing in a year should not exceed 15days. During this period the agency should provide another ALS Ambulance (NAC: AIS-125 compliant with registration under GNCTD) as a standby.
31. The Agency shall abide by all statutory laws, rules and regulation of the state Govt. / Central Govt. as per jurisdiction.
32. The driver and EMT provided by the Agency shall be the employees of the Agency only and will have no claim to employment under the Govt. of India or the HLL Delhi/NCR, whatsoever.
33. The agency shall indemnify and hold HLL harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the agency.
34. All disputes and differences arising out of the contract shall be referred to the Business Head of HLL Lifecare Ltd whose decision shall be final and binding on the parties.
35. The Tenderer has accepted the terms and Conditions stated above and has signed in all pages after understanding.

Signature & seal of the Tenderer  
(Name in Block Letters)

**ANNEXURE I**

**QUESTIONNAIRE**

(Forming part of the Contract to be filled in by the tenderer)

1. Name in full :
2. Address of the Official premises:
3. Telephone No. / Telegraphic : Address :
4. Registered as : Public limited Co / Pvt Ltd /Partnership / others .. specify
5. Address of the Partner / Proprietors of the tenderer's firm/concern :
6. In case of companies Particulars of Manager, Managing director, Directors or Managing Agents as the case May be :
7. Have you got work order for providing at least 03 ALS Ambulances in a single order from Central/State /PSE /Autonomous Body under Govt of India in Delhi.  
Yes / No in Delhi  
Yes / No in Other states of India
8. Since how long are you in the business of providing ALS Ambulance?
9. How many ALS Ambulance vehicles do you own?
10. Do you have your own Hospital Emergency facility in Delhi ?

I, we hereby certify that to the best of my / our knowledge the particulars furnished above are true. Please treat the above information as confidential and should not be divulged to unauthorized persons.

Signature & Seal of the Tenderer

Place :

Date :

Witness with their address 1)

2)

**ANNEXURE II**

**DECLARATION**

I/We confirm having read and understood all the requirements, terms and conditions of the tender – Tender No. HLL/LO/ALS/2021-22/02 dated 14-07-2021 in full and the offer being submitted is as per the requirements given in this bid and that I/We agree to abide by all without any deviation.

**SIGNATURE**

**NAME & ADDRESS OF TENDERER**

(Seal of the Tenderer)

Place:

Date:

**CHECKLIST**

**Annexure III**

SI No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Tender document duly signed and stamped in all pages along with corrigendum (if Any)			
2	Declaration and Tender Acceptance letters as per <b>Annexure I and Annexure IV</b>			
3	Copy of the <b>Memorandum of Association/Articles</b> of Association/Partnership deed etc and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the M. Director / Partner / Proprietor			
4	<b>Registration Certificate</b> of the Medical Emergency Facility in Delhi. Along with details of Name, Address, Tel. No., Fax No., E-mail Address of the Facility.			
5	<b>Notarized undertaking</b> for ownership of 5 (Five) ALS Ambulance.			
6	Copy of <b>Balance sheet</b> and audited annual accounts (financial statements) duly certified by a chartered accountant (CA) for last three years (2017-18, 2018-19, 2019-20) to prove the financials			
7	Certificate from CA explicitly mentioning <b>Annual Turnover</b> for last three years (2018-19, 2019-20, 2020-21)			
8	<b>Copy of ITR</b> for last three financial years i.e., 2017-18, 2018-19, 2019-20 (i.e., Assessment Year 2018-19, 2019-20, 2020-21)			
9	Should submit <b>notarized affidavit</b> that they have not been blacklisted or suspended by any of HLL units and have not been held guilty by any court of law for any offense involving fraud, dishonesty and moral turpitude.			
10	<b>Power of Attorney</b> in stamp paper (RS.200/-) duly notarized authorizing the signatory to sign the bids and transact business.			
11	<b>'work orders' and completion certificate</b> issued by any Govt. organization (Central/State/PSE/Autonomous Body under Govt of India) in favour of the bidder, duly signed and stamped by the competent authority.			
12	<b>Certificate</b> to the effect that tenderer is an Independent Contractor working on his own, if no partnership deal is existing.			
13	Copy of <b>PAN Card &amp; GSTN</b> details			
14	Valid <b>registration certificates for MSME/NSIC/SSI/</b> units			

	Registered with UDHYOG ADHAR			
14	List of the associates with their addresses (if any)			
15	Questionnaire - Annexure I			
16	Declaration – Annexure II			
17	Check List - Annexure III			
18	Bid Security Declaration Form – Annexure IV			
19	Application fee in the form of DD for an amount of Rs. 3000/-			
20	Price Bid – Annexure V			
21	Satisfactory Performance Report for Hired ALS Ambulance – Annexure VI			
22	Mandate form for Companies – Annexure VII			
23	Vendor Details Form – Annexure VIII			

## ANNEXURE - IV

(On company letter head)

### BID SECURITY DECLARATION

**Ref:-** Tender No. HLL/LO/ALS/2021-22/02 Dated. 14-07-.**2021** for the ENGAGEMENT OF ALS AMBULANCE SERVICE PROVIDERS for providing 24X7 service to be deployed in the Wellness Centre located in Supreme Court, Medical Centre Parliament House Annexe and First Aid Post, Parliament House in Delhi.

I, \_\_\_\_\_(Name & Designation), the authorized representative of M/s. \_\_\_\_\_(company name and registered address) do hereby declare as stated below :

- We will submit the bid as per the referred tender document.
- We will not withdraw or modify our bid(s).
- We will unconditionally accept and comply all the terms and conditions mentioned in the referred Tender Document.
- We will sign the contract agreement, deposit the necessary performance security deposit and all other necessary documents within the time frame, If the contract awarded to us.
- We hereby offer to provide ALS Ambulance along with driver and EMT to HLL at the rate given in Price Bid and agree to hold this offer open till bid validity date.
- We shall be bound by a communication of acceptance dispatched within the prescribed time.
- I / we are fully aware of the nature of work and my / our offer is to meet the conditions strictly in accordance with the requirements of HLL.
- My / our Office is situated within Delhi/NCR.
- My / our firm has not been debarred by any Ministry/Department/Statuary Institution or Authorities.

Further we hereby confirm / accept that, , in case of failure in compliance of any of the above events, HLL will have the absolute right to suspend us from participating in future tender(s) published by HLL for a period of three year(s) or any actions as deemed fit / suitable to HLL.

We waive off our rights to dispute any such decision of HLL to suspend us in the manner mentioned above.

Signed and sealed on this....day of July 2021.

For \_\_\_\_\_(company name)

Name

Designation

(Seal)



**ANNEXURE-V**

**PRICE BID**

S. No	Heads against which price isto be quoted	Quoted Price for hiring <u>Per month per ALS Ambulance</u> inclusive of all Expenditures like Manpower (Driver + EMT), Fuel (diesel only), Medical Gases, Equipment, Medical Consumables, and any other expenses excluding GST in INR for providing hired ALS Ambulance Services
1	2	3
(i)	Fixed Charges for UPTO 300 KM running per month basis	
(ii)	Fixed Charges per kilometre for above 300 KM running per month basis (This value will not be considered for Short listing the L1 bidder)	

\*Bidders are at their liberty to quote for any type of vehicle which should be in compliance with National Ambulance Code (NAC-AIS-125) with Registration Certificate issued by GNCT of Delhi.

\*\*The rates to be submitted by the bidder (**fixed Charges for UPTO 300 KM running per month**) shall be considered for short listing the L1 bidder.

\*\*\*The L1 bidder would be bound to accept the lowest rate quoted by any bidder for “**fixed Charges per kilometer for above 300 KM running per month**”

**Signature & seal of the Tenderer (Name in Block Letters)**

**Annexure VI**

**Satisfactory performance report for hired ALS AMBULANCE (for the Month \_\_\_\_\_ Yr \_\_\_\_\_)**

- The log book entry maintained by Wellness Centre Supreme Court/ Medical Centre Parliament House Annexe/ First Aid Post Parliament House is matching with driver's log book (Yes/No).
- The hired ALS Ambulance (including the vehicle, manpower, equipment, devices, medical gases and consumables) provided by the agency (Name of agency \_\_\_\_\_) is functioning satisfactorily (Yes/No) at PHA Medical Centre/FAP PH/Supreme Court. If no, reasons to be specified.

-----

Signature of CMO I/C /unit head

**Name**

**Stamp**

**Date**

**MANDATE FORM FOR COMPANIES**

**(to be submitted along with physical form of EMD Electronic Clearing Service (Credit Clearing/Real Time Gross Settlements))**

**(RTGS) Facility for Receiving Payment**

Details of Account Holder

1	Name of the Company	
2	Bank Account No.	
3	RTGS/NEFT Branch Code.	
4	Name of Bank	
5	Branch Name	
6	Account type	
7	MICR No.	
8	BSR Code	
9	Mail Id of Company	
10.	Pan No. of Company	
11.	TAN No. of Company	
12.	Mail Id of the Bank	
13.	Tel. No. of the Bank	
14.	Address of Bank	

**Date of Effect-**

I hereby declare that the particulars given are correct and complete. If the transaction is delayed, or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have the read option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Signature of Customer

Certified that the particulars furnished above are correct as per records.(Bank Stamp)

Dated:-.....

Signature of the Authorized officer from the Bank

**Please attach a photocopy of cheque along with the verification obtained from the Bank**

**Annexure VIII**

**Vendor Details Form**

(On letter head of agency)

Type : Commercial  
Name of Firm :  
PAN Number :  
Service Tax No. :  
TIN Number :  
TAN No. :  
Address :  
City :  
Country :  
District :  
State :  
Pin code :  
Mobile No. :  
Phone No. :  
Email ID :

**BANK DETAILS**

Bank Name :  
Account No. :  
Address :  
IFSC Code :  
NEFT Code :

**Signature with stamp and Date**