



Bharat Heavy Electricals Limited
Electroporcelains Division
Science Institute Post, PB # 1245, Bangalore – 560 026

Phone: 22182240 / 23340537

Part – 1, Techno-commercial Bid (page 1 to 16)

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EPD/MED /AH-12/2014 Dt. 04.12.2014
2. Name of the work : Enlistment & Rate contract for Hiring of Ambulance (Maruthi-Omni) on monthly basis for EPD
3. Duration of Contract : Two years (24 Months)
4. Estimated cost : Rs. 12.00 Lakhs
5. Earnest Money Deposit : Rs.40,000/=
6. Last date and time for the Submission of completed tender : Before 14.30 Hours on 13.12.2014
7. Date and time for tender opening : At 14.30 Hours on 13.12.2014
8. Place of submission of completed tender: To be dropped in the TENDER BOX kept in the Reception at BHEL, Electroporcelains Division, Science Institute Post, PB # 1245, Bangalore – 560 012

This tender document contains 16 pages including General Instructions to the bidders, Minimum qualification of the bidder, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Annexure-A – General Instructions for the bidders
2. Annexure-B – Minimum qualification of the bidder, Scope of work and Terms & Conditions
3. Annexure-C – Essential Criteria for Evaluation of Techno-commercial bid
4. Annexure-D – Price Bid

Issued to:

Note: The tenderer shall return the duly filled in Tender Documents after Affixing signature on all pages.

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Annexure-A

Enlistment & Rate contract for Hiring of Ambulance (Maruthi-Omni) with Drivers on Monthly basis for EPD (24/7)

General Instructions for the Bidders

1. BHEL intends to hire One Maruti-Omni Ambulance (with driver) on monthly rate contract basis.
The Maruti-Omni Ambulance is for use of Occupational Health Centre (OHC) of BHEL – Electroporcelains Division (EPD), Science Institute Post, PB # 1245, Bangalore – 560 012
The Ambulance shall be at the operational disposal of respective OHC of EPD throughout the month (24 hours service) including all Sundays and Holidays.
2. Bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact HRM/OHC dept of BHEL-EPD before submitting their bids.
3. The name of the bidder with full official address, landline telephone number, mobile phone numbers and E-Mail ID should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the registered partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In the later case of power of Attorney duly attested by Gazetted officer must accompany the tender. In case of Limited Companies, duly authorized representative shall only sign the bid document and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.
4. Bidders are required to submit the offer only in two separate parts (i) Techno-commercial Bid and (ii) Price Bid. Each bid is to be kept in separate envelope, which should be properly sealed.

The envelope for Techno-commercial bid should be super scribed as “Techno-commercial bid - Rate contract for Hiring of Ambulance (Maruti-Omni) on monthly basis for EPD”

The envelope for Price bid shall be super scribed as “Price Bid – Rate contract for Hiring of Ambulance (Maruti-Omni) on monthly basis for EPD”.

Both the above two sealed envelopes shall be kept into another envelope which should be properly sealed. The envelope shall be super scribed as “Offer for Rate contract for Hiring of Ambulance (Maruti-Omni) on monthly basis for EPD”.

On the sealed envelopes, Tender reference, date of tender opening, from address, To address shall be mentioned.

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5. Information with respect to Techno-commercial bid and Price Bid are to be submitted in the prescribed proforma as per Annexure-C and Annexure-D respectively.
6. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.
7. **Techno-commercial bid should accompany the demand draft drawn in favor of BHEL EPD towards Earnest Money Deposit (Rs.40000/=) along with other relevant supporting documents. The offers without EMD are liable to be rejected. EMD of the bidder will be forfeited if (a) after opening the bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates. (b) The bidder does not commence the work within the period as per LOI / Contract.**
8. Earnest money deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderer. Earnest money deposit shall not carry any interest.
9. BHEL-EPD, Bangalore reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.
10. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
11. The Bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the Bidder. BHEL shall in no way responsible for any such acts, omissions or any liabilities arising there from.
12. BHEL-EPD reserves the right to have parallel contract with any number of contractors.
13. **The bidders are required to submit / drop duly filled in tender document before 14.30 Hours on 13.12.2014 in the tender box kept in Reception of BHEL – Electroporcelains Division, Science Institute Post, Post Box # 1245, Bangalore – 560 012.**
14. The techno-commercial bid shall be **opened on 13.12.2014 at 14.45 Hours** at Tender Opening Room of BHEL – Electroporcelains Division, Science Institute Post, Post Box # 1245, Bangalore – 560 012 in the presence of bidders who choose to be present.
15. The tenders received after the specified time of their “Submission” are treated as Late Tenders and shall not be considered.

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16. Bidders or Bidder's representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to bidders for techno-commercial bid opening.
17. The sealed price bids of only those offers which are techno-commercially acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price bid opening.
18. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Techno-Commercial bid opening. The rates quoted should be firm for a period of **two years** from the date of acceptance of the tender except for adjustment in hiring rates due to change in Fuel Price.
19. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
20. The competent authority on behalf of BHEL reserves the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rates quoted. The Notice Inviting Tender shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the Notice Inviting Tender, all the documents including Tender of Contract, General rules and directions, clauses of contract, proforma of schedules, safety code, Model rules, contractors labor regulations, proforma of registers, special instructions to tenderers and specifications if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
21. Bidders shall also be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his employees, obtaining Police verification certificates for employees he may deploy in BHEL, staff and self etc.
22. The bidders who want to enlist now and do not want to quote in this tender but want to participate in future BHEL tenders can do so by signing in all the pages (Page 1 to 15) of this NIT and submit the relevant documents as per Annexure-C for considering them for enlistment. Such vendors need not submit EMD and Price Bid (Annexure-D).
23. The bidders who want to enlist and also want to participate in this tender should submit EMD with Techno-commercial Bid along with all relevant documents and sign on all pages of NIT. Rates should be quoted in Price Bid (Annexure-D). Tender should be submitted in two part.

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Annexure-B

**Enlistment & Rate contract for Hiring of Ambulance (Maruti-Omni) with Driver
on Monthly basis for EPD (24/7)**

Minimum Qualification Requirements of the bidders:

- a) The bidder should have office in Bangalore installed with land line/mobile telephone, and E-mail for emergency contact.
- b) The bidder should be a registered Ambulance service provider under the Karnataka Shops & Commercial Establishment Act, 1961. Copy of valid registration certificate shall be enclosed with the bid.
- c) The bidder should have at least three Ambulances registered in their own name/firm/partners name. Copy of RC book to be enclosed.
- d) The bidder should have experience in providing ambulance service. A copy of work order/completion certificate in providing ambulance service should be enclosed as proof of experience.
- e) The bidder should have PAN and Service Tax registration number.
- f) Earnest Money Deposit for Rs. 40000/= (Rupees Forty Thousand Only) in the form of Demand Draft in favor of BHEL should be enclosed along with Techno-commercial bid.

SCOPE OF WORK AND TERMS & CONDITIONS

1. BHEL – intends to hire One Maruti-Omni Ambulance (with driver) on monthly rate contract basis.(24/7)
The Ambulance is for use of Occupational Health Centre (OHC) of BHEL – Electroporcelains Division (EPD), Science Institute Post, Post Box # 1245, Bangalore -560 012
The shall be at the operational Disposal of OHC of EPD throughout the month (24 hours service) including all Sundays and Holidays.
2. a) Quotations shall be given on lump sum basis for 400 KMs running (cumulative running per month) and 24 hours service per day throughout the month including all Sundays and Holidays. The charges should be inclusive of all overhead charges like fuel, taxes, comprehensive insurance, payment to staff, vehicle maintenance, etc., but will not include service tax. The rates shall be quoted in the price bid format (Annexure-D) enclosed.

b) All rates should be quoted in figure as well as in words in Annexure-D (Price Bid)

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- c) In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
- d) All the offers received will be scrutinized and only technically qualified offers will be considered for Price bid opening.
- e) The technically unqualified offers will be rejected.
- f) Technically qualified Tenders will be considered for placement of order on the basis of L1 quoted for Sl. No. 1 in the price bid. i.e. lump sum rate quoted for 400 KMs running (cumulative running per month) and 24 hours service per day throughout the month including all Sundays and Holidays.** BHEL reserves the right to negotiate with L1 tenderer and in such case negotiated price will be considered for award of contract.
- g) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof.
3. The Ambulance service has to be provided round the clock (24 hours per day) on all days of the month (irrespective of number days in the month) including all Sundays and holidays. If the ambulance is used beyond 400 KMs per month (cumulative) charges for extra KMs beyond 400 KMs will be paid for which rate shall be quoted in the Price Bid (Annexure-D). All the rates shall be quoted excluding service tax. These rates are subject to price variation clause (PVC) for fuel price only.
- 4. Specification of the Ambulance to be provided:**
- | | |
|---------------------------------------|------------------|
| a) Type | : Maruti – Omni |
| b) Model | : 2012 or later |
| c) Fuel | : Regular Petrol |
| d) Oxygen cylinder with oxygen & Mask | : 1 No. |
| e) First Aid box without items | : 1 No. |
| f) Stretcher | : 1 No. |
| g) Roof Lamp with revolving light | : 1 set |
| h) Stand for glucose bottles | : 1 No. |
| i) Emergency siren | : 1 No. |
| j) Attendant seat for 2 persons | : 1 No. |
| k) Small basin | : 1 No. |
| l) Water bottle with water | : 1 No. |
- 5. Kilometer reading will start after reporting to BHEL-EPD. In case Ambulance is taken for service/repair/maintenance, alternate equivalent Ambulance shall be provided by the contractor before the existing ambulance is taken out for repair/service/maintenance. The ambulance taken for repair/service shall report to OHC immediately after repair/service. In case of breakdown of the Ambulance also, the contractor shall be responsible to provide alternate equivalent ambulance such that no unreasonable time gap arises in the matter of this contract service.**

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6. **Oxygen cylinder with oxygen and mask are in the scope of the contractor. Before the quantity of oxygen comes to a level that requires filling oxygen then another cylinder with oxygen has to be fitted in the ambulance first and then only the existing cylinder has to be taken out for oxygen filling. This has to be done as per the instructions of our OHC.**
7. The medicines and items required for the FIRST AID box will be provided by our OHC. However providing First Aid box is in contractors' scope.
8. The Ambulance supplied should not be owned by BHEL employees and their dependents.
9. **The rate contract is intended for deployment of 2012 or later model of ambulance only. The ambulance may be inspected by our representatives from OHC before deployment.**
10. The contractor should ensure that there should not be any advertisement on the ambulance other than which is permitted by BHEL in writing.
11. BHEL shall have the right to cancel the contract at any time if performance is not satisfactory.
12. The Ambulance should be parked at the place earmarked near our Occupational Health Centre, Designated parking area and the driver shall be made available also at the allotted space on 24x7 basis at the disposal of the OHC.
13. Milometer will be verified by the in charge of ambulance (OHC) if necessary.
14. The contractor shall be fully and completely responsible for all statutory compliances with regard to the Ambulance vehicle and employees/drivers deployed by him. He shall ensure that all the directions/instructions issued herein and by BHEL representative from time to time are fully obeyed. Any non-compliance shall be his responsibility and liability for which BHEL shall be fully safeguarded and indemnified. He shall also has to ensure that the following are provided to his drivers while deploying the ambulance:
 - a) The relevant documents like R.C. Book, Fitness certificate, Insurance, Driving License, Emission test certificate and all other statutorily required documents for running the vehicle as an ambulance for the purposes of this contract.
 - b) Ambulance should be provided with foot matting and reverse horn.
 - c) Ambulance should be provided with additional / emergency accessories like (a) Fan belt (b) Stephaney (c) Standard tool kit (d) Spare bulb (e) Fuses (f) Hose pipe etc., to attend emergency repairs.
 - d) Drivers of Ambulance shall wear uniform preferably in white colour while on duty and this shall be provided by the contractor.

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15. The contractor shall ensure that the driver engaged by him has minimum two years' experience in driving of similar vehicle with proof of valid driving license and First Aid Training Certificate. The driver should be well versed in Kannada and also be able to communicate in Hindi & English. The contractor shall provide the driver with Mobile phone facility. The contractor should furnish proof of having verified the antecedents of the drivers and should ensure that the drivers deployed have no scandalous, criminal or appalling background and will not behave badly with the employees of BHEL or any patient/users.
16. The contractor to ensure that the drivers deployed are sent to periodic medical checkup, including eye checkup and audiometric test to rule out possibilities of loss of vision, hearing etc. In any case the fitness and suitability of drivers shall be the responsibility of the contractor.
17. The contractor should also ensure that the driver engaged for the ambulance follow genuine ethics and will instruct to implement the same. Such ethics include the following.
 - a) The driver should keep the vehicle neat and clean every day.
 - b) The driver should first allow the patients to get inside the ambulance and then only he should enter the ambulance after ensuring that doors are closed safely and properly.
 - c) The driver himself should open and close doors for patients / accompanying staff while getting into and alighting the ambulance.
 - d) The driver should wear seat belt while driving and follow all other rules & regulations which he should while driving an ambulance.
 - e) The driver shall not smoke / be drunk while on duty.
 - f) The driver shall not use mobile phone while driving.
18. Timely providing of the Ambulance and good up keeping of the ambulance for running efficiently is essence of the contract. The contractor should maintain their ambulance as per the specification throughout the contract period.
19. Ambulance shall be available in Occupational Health Centre of BHEL EPD in full readiness and cleanliness for operation, in respect of fuel availability (at least 75% of tank capacity) and willingness of the drivers on all days. The contractor shall ensure that the driver carries out routine checks such as tyre air pressure, battery condition etc for the ambulance.
20. No tape recorder should be fitted. No playing of tape recorder / radios in the Ambulance is allowed.

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21. BHEL reserves its right to refuse to engage the ambulance even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulations of MV Act or the terms herein.
22. In case if the vendor is found involved in Sub-Letting of Ambulance, the contract with the said vendor would be reviewed by BHEL and it may result in termination of contract and / or Black listing of the said vendor. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.
23. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of drivers working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
24. The contractor shall be fully responsible for compliances with all relevant statutes, not limited to, but including the labor legislations wherever applicable and also the Health, Safety and Environmental Guidelines of BHEL.

25. PENALTY:

Notwithstanding any other remedies provided elsewhere in this contract, or under laws and regulations applicable, BHEL may impose such penalties on the contractor as follows:

- a) For non-supply of Ambulance on any day penalty equal to cost incurred by BHEL in hiring alternate ambulance plus Rs.500/= shall be imposed and deducted from the running bills.
- b) After resuming duty, if a contractor does not ply the rest of the day or driver remains absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Monthly rate/30 x 1.5 times.
- c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed.
- d) While on duty, if the driver of the Ambulance is found to be indulging in any case of disobedience/misbehavior/malpractice/fraud or any act of misdemeanor, a penalty amounting to Rs.500/= will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose.

The levy of the penalty as above may be at the discretion of BHEL and it could be levied for many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.

The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on total amount of the penalty.

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26. The contractor shall have to execute an agreement with BHEL-EPD on a non-judicial stamp paper of value Rs.100/- (Rupees One Hundred Only) at his own cost.
27. Contractor shall maintain a comprehensive register of the works under this contract covering all details which shall be brought for inspection by BHEL whenever so required.
28. The Ambulance shall be made available at all time in roadworthy condition duly substantiated with '**Fitness Certificate**' so as to give uninterrupted service. Upholstery, painting of ambulance is to be maintained in good condition. In case contractor fails to provide the contracted ambulance on any day, BHEL shall be at liberty to make suitable alternative arrangement. Notwithstanding the conditions at clause 25, all such expenditure as also damage / losses incurred by BHEL as a result of breakdown of the contractor's ambulance/break in service will be deducted from the monthly running bill of the contractor and such damage / losses shall be determined by BHEL at its sole discretion.
29. The contractor shall ensure that the ambulance under this contract arrangement is covered by a **Comprehensive Insurance Policy** throughout the tenure of the contract. Under no circumstances shall the company (BHEL) be liable to compensate for any loss or damage that may be caused to/by the vehicle while engaged in discharge of the contractor's obligations under this contract.
30. Only the authorized staff attached to the contracted vehicle or representative nominated by the bidder shall be allowed entry inside the company or any other premises during the course of contract.
31. The persons employed by the contractor in respect of his vehicle will be treated as the authorized representative(s) and shall also be held responsible along with the contractor for any breach of the terms and conditions as provided in the contract.
32. The contractor shall be responsible for providing ambulance with licensed drivers with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behavior towards the BHEL staff, patients in the ambulance.
33. The bidder will operate their ambulance entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.
34. The contractor shall at his own expense reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatsoever including property and rights of BHEL or agents, servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL or any agent, servant or employee of BHEL in respect of

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any such injury (including injury resulting in death) loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act or any other labor legislations or laws/regulations/rules and notification as may be applicable.

35. This contract may be terminated at any time without paying any compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, malpractice, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and condition of this agreement.
36. In case of a partnership firm, any addition, deletion or changes in the partnership deed should be informed to BHEL well in advance.
37. The provisions of the Motor Vehicles Act, 1988 or any statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be strictly followed by the ambulance contractor. BHEL will not be responsible for any complications arising out of such contingencies, if any.
38. Any mishap (i.e. accident or fire, etc.,) occurs en-route is the complete responsibility of the Ambulance contractor. He is also responsible for safe, comfortable and timely transporting of the patients.
39. The ambulance contractor shall carry out the work to the entire satisfaction of In- charge of Occupational Health Centre (OHC) of BHEL.
40. The trip sheet for ambulance will be supplied by BHEL. The contractor shall instruct & ensure that the ambulance driver gets all the columns and every movement filled and signed by the authorized officials of BHEL-OHC. The ambulance contractor will bear the entire responsibility of submitting the duly filled in (Starting KM/time, Closing km/time and places visited) daily trip sheets given by BHEL for each trip after obtaining signature of OHC / First Aid officials. The KM readings (usage details of Ambulance) recorded in the trip sheet and certified by OHC shall be the basis for preparing the bills.
41. Payment to the contractor will be made within 30 days from the date of submission of bills. Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and passed by HRM / OHC dept. of EPD) and forwarded to Finance dept for releasing payment to the party. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank account details. Appropriate amount of TDS would be deducted as per IT Act.
42. **Actual ambulance parking charges/toll charges will be reimbursed along with monthly bills on production of actual receipt without any corrections or overwriting. The driver of the ambulance should keep reasonable money to meet contingency expenditure such as minor repairs, parking/toll charges.**
43. The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act/Law.

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44. In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.
45. In case of breach of any or whole of the above terms and conditions by the Ambulance contractor, BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full the work to any other Ambulance contractors and the contractors shall be liable to pay the extra cost involved in the execution of cancelled part of the contract.
46. BHEL shall have the right to recover from the contractor any extra expenditure incurred due to late reporting or breakdowns or any other types of inconvenience caused to the patients.
47. Any amount recoverable from contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit. In case this amount is insufficient for such recoveries, the ambulance contractor should agree for hand payment.
48. No part of the contract is assignable and no subletting is allowed without prior written permission from BHEL.
49. The contract will be in force for **24 months** from the date of deployment of Ambulance

50. SECURITY DEPOSIT:

- a) The successful tenderer shall deposit the Security deposit (SD). The amount of SD will be Rs.1,15,000/= (One Lakh Fifteen Thousand Only). The EMD of successful tenderer will be converted into security deposit. Balance SD of Rs.75, 000/= (Rupees Seventy Five Thousand Only) will be deducted from running bills of the contractor.
- b) The security deposit shall not carry any interest.
- c) Security deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work as per this NIT.
51. BHEL reserves the right to extend the validity period of contract for a further period of one more year at the same rates, terms and conditions applicable to this contract, as mutually agreeable between BHEL and the contractor.
52. BHEL reserves the right to fore close the contract at its discretion at any point of time with giving a notice of 30 days.

53. PRICE VARIATION (PVC): In case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only. (For e.g. if price change has taken place say in the month of May, then PVC

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rates (based on latest fuel rate) will be given effect from June month). **The fuel price (regular petrol) prevailing at IOCL's retail outlet at Bangalore on the date of NIT (Notice Inviting Tender) will be the base price for PVC Clause.** The mileage considered for PVC 12 KMs/Litre of fuel.

Price variation clause will be applicable only when there is increase/decrease in fuel price (regular petrol) per litre to the tune of one rupee or more compared to previously considered rate.

The changes (PVC) will be as per the following rates.

Type of vehicle	PVC per KM per Rupee change in fuel price
Maruti-Omni	08 paise

No increase will be admissible on any other account.

E.g. In case if there is increase/decrease in fuel price by one Rupee or more, then, new rates would be calculated as follows. The new rates will be rounded off to the nearest rupee for monthly rental and to two decimal places for extra KM rate.

New monthly rental in Rs. = Existing monthly rental in Rs. ± (400 KM x 0.08 x change in fuel price)

New rate per extra KM beyond 400 KMs= Existing rate per extra KM in Rs. ± (0.08 x change in fuel price)

54. ARBITRATION: Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of the arbitration shall be at Bangalore.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favor of BHEL will apply and binding on the bidder/Contractor.

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Annexure – C

Enlistment & Rate Contract for Hiring of Ambulance (Maruti-Omni) with Driver on Monthly basis for EPD (24X7)

Essential Criteria / Information for Evaluation of Technical Bids.

SL No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) EMD (Rs.40000/=) in the form of DD to be submitted with Techno-commercial Bid	
2	The bidder should have office in Bangalore installed with land line/mobile telephone and E-mail for emergency contact. Please provide address, Phone numbers & E-mail ID.	Address: Phone: Land line: Mobile: E-mail:
3	The bidder should be a registered Ambulance service provider under the Karnataka Shops & Commercial Establishment Act, 1961. Copy of valid registration certificate shall be enclosed with the techno-commercial bid.	
4	The bidder should have at least three Ambulances registered in their own name/firm/partners name. Copy of RC book to be enclosed.	
5	The financial turnover details of the bidder for the past three years. (Documentary proof to be enclosed)	
6	The bidder should have experience in providing ambulance service. Copy of work order/completion certificate in providing ambulance service should be enclosed as proof of experience.	
7	The bidder should have PAN as per income Tax Act. Please indicate your PAN.	
8	The vendor should have service tax registration	

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	number as per service Tax Act. Please indicate your service tax registration Number.	
9	Nature of Firm / Concern (Proprietary/Partnership/Pvt. Limited/Public Ltd.) <i>Note: Please enclose</i> <i>1. In case of partnership concern, it shall be a registered firm with Registrar of Firms and shall submit photo copies of the partnership deed.</i> <i>2. In case of Company, photo copy of the incorporation certificate.</i> <i>3. In case of proprietorship, photo copy of the registration under Shops & Est. Act.</i> <i>4. In case of any other legal entity, photo copy of the registration certificate.</i>	
10	Names, address and phone nos. of Partners/Proprietors/Directors	
11	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
12	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
13	Payment to contractor will be made within 30 days from the date of submission of bills. Contractor has to submit the bills (in duplicate) on monthly basis along with trip sheets which will be duly verified cleared for payment. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act	Yes / No

14. Declaration:- I / We _____ have gone through the terms and conditions of this tender No. _____ and undertake to accept the same in totality and agree to deploy Ambulance if the contract is awarded to us.

Note: All above information should be supported by relevant documents as applicable.

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Annexure – D

Rate Contract for Hiring of Ambulance (Maruti-Omni) on Monthly basis with Driver for EPD (24X7)

(Part -2), PRICE BID (Page No. 16)

Sl. No.	Details	Unit	Rate in figures in Rs.	Rate in words in Rs.
1	Monthly rate for 400 KMs per month (cumulative) @ 24 hours service per day on all the days of the month including Sundays & Holidays for one Maruti-Omni Ambulance, model: 2012 & Later	Monthly rate		
2	Rate per extra KM beyond 400 KMs. (applicable only when the cumulative run in a month exceeds 400 KMs.)	Rate per extra KM		

Note:

1. No column should be left blank. If any column is left blank the offer is liable to be rejected. **Rates quoted shall be excluding service tax.**
2. This price bid (part-2) shall be submitted in a separate sealed envelope along with tender document.
3. The fuel price (regular petrol) prevailing at IOCL's retail outlet at Bangalore on the date of Notice Inviting Tender (NIT) will be the base price for PVC clause.
4. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the bidders
5. The no. of Ambulance required is One only i.e. for EPD
6. The total value will be arrived at by multiplying the rate quoted for Sl. No. 1 of above table by 1 x 24

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