



**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
Electroporcelains Division  
Prof. C N R Rao Circle, Malleswaram, Bengaluru – 560 012

Phone: 22182236 / 22182374

**Part – 1, Techno-commercial Bid (page 1 to 18)**

**NOTICE INVITING TENDER**

1. Tender Reference : **BHEL/EPD/OHC/AH-2017 Dt. 09.05.2017**
2. Name of the work : Rate contract for Hiring of Ambulance (Maruti-Eeco) 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.24,000/=
6. Last date and time for the Submission of completed tender : **Before 14.00 Hours on 30.05.2017**
7. Date and time for tender opening : **At 14.30 Hours on 30.05.2017**
8. Place of submission of completed tender: To be dropped in the EPD TENDER BOX kept in the Reception at BHEL, Electroporcelains Division, Prof. CNR Rao Circle, Malleswaram, Bangalore – 560 012

This tender document contains 18 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**

**Rate contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EPD**  
**General Instructions for the Bidders**

1. BHEL intends to hire One Maruti-Eeco Ambulance (with driver) on monthly rate contract basis. The ambulances should have Karnataka State registration certificate. The Ambulance shall be at the operational disposal of respective OHC and First Aid 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 department of BHEL-EPD before submitting their bids.
3. The name of the bidder with full official address, 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 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-Eeco) on monthly basis for EPD”

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

On the sealed envelopes Tender reference, date of tender opening, tenderers' address, to address shall be mentioned.

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

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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 towards Earnest Money Deposit (Rs.24000/=) 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 award of work to the successful tenderer. Earnest money deposit shall not carry any interest.
9. BHEL-EPD, Bengaluru 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 14.00 Hours on 30.05.2017 in the tender box kept in Reception of BHEL – Electroporcelains Division, Prof. C N R Rao Circle, Malleswaram, Bangalore – 560 012.**
14. The techno-commercial bid shall be **opened on 30.05.2017 at 14.30 Hours** in Tender opening room at Reception area of BHEL – Electroporcelains Division, Prof. C N R Rao Circle, Malleswaram, 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.

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**Annexure-B**

**Rate contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EPD**

**Minimum Qualification Requirements of the bidders:**

- a) The bidder should have office in Bangalore with land line/mobile telephone, and E-mail for emergency contact.
- b) The bidder should be registered under the Karnataka Shops & Commercial Establishment Act, 1961/any other ACT/Health dept. Copy of valid registration certificate shall be enclosed with the bid.
- c) The average annual financial turnover of the Bidder during the last three years ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT.
- d) The bidder should have at least two Ambulances of Karnataka State registration in their own name/firm/partners name. Copy of RC book to be enclosed.
- e) The bidder should have experience in providing ambulance service. A copy of work order/agreement/completion certificate in providing ambulance service should be enclosed as proof of experience.
- f) The bidder should have PAN
- g) Earnest Money Deposit for Rs. 24,000/= in the form of Demand Draft in favor of BHEL should be enclosed along with Techno-commercial bid. The offers without EMD are liable to be rejected.

**SCOPE OF WORK AND TERMS & CONDITIONS**

1. BHEL intends to hire One Maruti-Eeco Ambulance (with driver) on monthly rate contract basis. The ambulance should have Karnataka State registration certificate. The Ambulance shall be at the operational Disposal of OHC and First Aid 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 of 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 – Eeco
b) Model	: 2015 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. KM 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/First Aid immediately after repair/service. In case of breakdown of the Ambulance also, the contractor shall be responsible to provide alternate**

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**equivalent ambulance such that no unreasonable time gap arises in the matter of this contract service.**

- 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 / First Aid.**
7. The medicines and items required for the FIRST AID box will be provided by our OHC/First Aid. 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 2015 or later model of ambulance only. The ambulance may be inspected by our representatives from OHC/First Aid 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 / First Aid / Designated parking area and the driver shall be made available also at the allotted space on 24x7 basis at the disposal of the OHC/First Aid.
13. Milometer will be verified by the in charge of ambulance (OHC/First Aid) 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 Licence, 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.

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- d) Drivers of Ambulance shall wear uniform preferably in white colour while on duty and this shall be provided by the contractor.
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 (Police verification) 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 / First Aid of BHEL 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.

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20. No tape recorder should be fitted. No playing of tape recorder / radios in the Ambulance is allowed.
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 privacy 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 remain 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 as 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.

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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.

26. The contractor shall have to execute an **Agreement** with BHEL-EPD on a non-judicial stamp paper of value **Rs.300/-** (Rupees Three 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

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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 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 / First Aid. 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 OHC/HR and forwarded to Finance department 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**

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**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.
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. Earnest Money Deposit (EMD)**

- i. **A sum of Rs. 24000/- (Rupees Twenty Four Thousand) shall be deposited as Earnest Money Deposit along with the tender (Techno-commercial Bid only), payable in the form of Crossed Demand Draft in favor of BHEL payable at Bangalore. DD for EMD should not be enclosed along with price bid. The DD should be enclosed with Techno-commercial bid only. The Tenders Without EMD are liable to be rejected.**
- ii) EMD by the tenderer will be forfeited if;
  - a) After opening the tender, the tenderer revokes his tender within the Validity period or increases his earlier quoted rates.
  - b) The tenderer does not commence the work within the period as per LOI / Contract.
- iii) Earnest money deposit will be refunded to unsuccessful bidders after Award of work to the successful tenderers.
- iv) Earnest money Deposit shall not carry any interest.

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- v) EMD will be adjusted against Security Deposit in case of Successful Tenderers.
- vi) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-C1** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part – 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

**51. SECURITY DEPOSIT:**

- a) The successful tenderer shall deposit the Security deposit (SD) which would be 5% of the contract value. The EMD of successful tenderer will be converted into security deposit. Balance SD 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.

52. 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.

53. BHEL reserves the right to fore close the contract at its discretion at any point of time with giving a notice of 30 days.

**54. 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 1<sup>st</sup> day of subsequent month only. (For e.g. if price change has taken place say in the month of May, then PVC 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 14 KMs/Litre of fuel.

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**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-Eeco	07 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.  $\pm$  (400 KM x 0.07 x change in fuel price)*

*New rate per extra KM beyond 400 KMs= Existing rate per extra KM in Rs.  $\pm$  (0.07 x change in fuel price)*

**55. ARBITRATION & CONCILIATION:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Electroporcelains Division.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bengaluru.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 55 above, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
Electroporcelains Division  
Prof. C N R Rao Circle, Malleswaram, Bengaluru – 560 012

Annexure – C

**Rate Contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EPD**

**Essential Criteria / Information for Evaluation of Technical Bids.**

Sl No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) EMD (Rs.24000/=) (Rupees Twenty Four Thousand Only) in the form of DD to be submitted with Techno-commercial Bid	
2	The bidder should have office in Bangalore with land line/mobile telephone and E-mail for emergency contact. Please provide address, Phone numbers & E-mail ID.	<b>Address:</b>  <b>Phone:</b> <b>Land line:</b>  <b>Mobile:</b> <b>E-mail:</b>
3	The bidder should be registered under the Karnataka Shops & Commercial Establishment Act, 1961/ any other Act/Health dept. <b>Copy of valid registration certificate shall be enclosed with the techno-commercial bid.</b>	
4	The bidder should have at least two Ambulances of Karnataka State registration in their own name/firm/partners name. <b>State Copy of RC book to be enclosed.</b>	
5	The average financial turnover of the Bidder during the last three years ending 31 <sup>st</sup> March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT. (Documentary proof to be enclosed)	
6	The bidder should have experience in providing ambulance service. Copy of work order/ agreement/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.	

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Electroporcelains Division  
**Prof. C N R Rao Circle, Malleswaram, Bengaluru – 560 012**

8	Nature of Firm / Concern (Proprietary/Partnership/Pvt. Limited/Public Ltd.) <i>Note: Please enclose</i> 1. In case of partnership concern, submit photo copies of the partnership deed. 2. In case of Company, photo copy of the incorporation certificate. 3. In case of proprietorship, photo copy of the registration under Shops & Est. Act. 4. In case of any other legal entity, photo copy of the registration certificate.	
9	Names, address and phone nos. of Partners/Proprietors/Directors	
10	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
11	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
12	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	<b>Yes / No</b>

**13. 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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**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
Electroporcelains Division  
Prof. C N R Rao Circle, Malleswaram, Bengaluru – 560 012

Annexure-C1

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s. ....  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II)..... Dated:  
....., Category: ..... (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006 :  
Rs ..... Lacs
2. For Service Enterprises: Investment in equipment (i.e. original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006 :  
Rs ..... Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs. .... Lacs is within permissible limit of Rs. .... Lacs for ..... Micro / Small **(strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(strike off which is not applicable)** and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –  
Seal of Chartered Accountant

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**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
Electroporcelains Division  
Prof. C N R Rao Circle, Malleswaram, Bengaluru – 560 012

Annexure – D

**Rate Contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EPD**

**(Part -2), PRICE BID**

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 <b>one</b> Maruti-Eeco Ambulance, model: 2015 & 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
6. The total value will be arrived at by multiplying the rate quoted for Sl. No. 1 of above table by 2 x 24

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