

BHARAT HEAVY ELECTRICALS LIMITED, Jhansi
(A GOVT. OF INDIA UNDERTAKING)
COMMUNICATION & PUBLIC RELATION

TENDER DOCUMENT No.
CPR/AMBU/12-14 - Dt. 20.12.2012

“Contract for Hiring one TATA WINGER, High roof model,
“brand new” Ambulance”



BHARAT HEAVY ELECTRICALS LTD., JHANSI

CPR/AMBU/12-14

Date : 20.12.12

NOTICE INVITING TENDER

NAME OF WORK : Hiring of one TATA WINGER, High roof model,” brand new” Ambulance.

Sealed Tenders are invited in 2 Bid System i.e. ‘Technical cum Commercial Bid’ and ‘Price Bid’ for the above work from competent contractors. Tenders shall be sold by **CPR Department** up to **11.00 Hrs** on **15.01.2013**. Filled tender document shall be received in tender box kept in CISF room at ADM Building entrance gate up to **13.15 Hrs.** on **15.01.2013**. ‘Technical cum Commercial Bid’ shall be opened on the same day at **14.00 Hrs.** Price Bid shall be opened at a later date after acceptance of ‘Technical cum Commercial Bid’.

Tender document can be purchased from CPR Department by depositing Rs. 456/- (Rs. 400/- + vat 14%(Rs. 56/-)) in cash office or same can be enclosed in the form of DD. If tender is down loaded from our website www.bhel.com. The tender cost Rs. 456/- must be enclosed along with ‘Techno-commercial Bid’.

Important:

1. “Brand new” means purchase of Ambulance after publication of this tender.
2. The ‘Price Bid’ of only those bidders shall be opened who qualify in the ‘Techno-Commercial Bid’. The both bids should be enclosed in separate sealed envelopes. The outer envelope should be super-scribed ‘Price Bid’ & ‘Techno- Commercial Bid’ for identification. This sheet should be enclosed along-with the ‘Techno-Commercial Bid’.

- | | | |
|--------------------------|---|--|
| 1. Techno-Commercial bid | - | 14 pages |
| 1. Price bid | - | 01 pages only |
| 3. Tender cost | - | Rs.400/- + 14% VAT (Rs.56/-) = Rs. 456/- |

Tender Document Issued to: _____

Name of Contractor: _____

Address: _____

Contact No. _____

(Sign, Seal & Date of Issuing Authority)



BHARAT HEAVY ELECTRICALS LTD., JHANSI

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NAME OF WORK : **Hiring of one TATA WINGER, High roof model, “brand new” Ambulance.**

SCOPE OF WORK

The ambulance should be provided with the following facilities :

S No.	Description	Requirement	Remarks
1.	Ambulance Van / Model	Make : TATA Winger, High roof model, “brand new”, AC with Heater	
2.	Place of work	BHEL, Hospital Jhansi	
3.	Required No.	1 No.	
4.	Working days	All days including Sundays and holidays	
5.	Working Hours	24 hrs. (3 shift)	
6.	Operator	One driver for each shift	
7.	Requirement in the Ambulance		
		Ambulance collapsible stretcher	
		Side stretcher	
		Foldable wheel chair	
		12V plug point for operating suction apparatus	
		Clamp for Oxygen cylinder	Oxygen gas cylinder will be provided by BHEL.
		Hook for hanging IV fluid bottle	
		Drug cabinet	Medicines will be provided by BHEL
		Attendant Seat	
		Doctor Seat	
		Water tank with wash basin and tap	
		Window screens	
		Fans for Patients	
		Buzzer	
		Safety : Fire extinguisher dry powder type and First aid box	



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TECHNICAL CUM COMMERCIAL BID

QUALIFYING REQUIREMENT

The bidders are required to provide information about the following and enclose copies of required documents for hiring of one **TATA WINGER**, High roof model, “brand new” Ambulance.

Sl. No.	Requirement	Essential/ Desirable	DETAILS (To be filled in by the Contractor)
1.	Valid Labour License (if more than 10 labours are engaged) (Enclose Copy)	Desirable	
2.	Copy of Valid PF Registration	Desirable	
3.	Copy of Valid ESI Registration	Desirable	
4.	Contact Details (For day to day liasoning): a) Name of Contact Person: b) Address of Contact Person: c) Land Line & Mobile Numbers d) E-mail Address:	Essential	
5.	EMD in the standard form enclosed for Rs.40,000/- (Rupees Forty Thousand only)	Essential	
6.	Signature, Date, & Seal on all pages of the Technical cum Commercial Bid.	Essential	
7.	Name of the bidder / Firm	Essential	
8.	Details of Firm: Company/Partnership Firm/ Individual (please enclose Partnership Deed)	Essential	
9.	Address of bidder / Firm	Essential	
10.	PAN No.	Essential	
11.	Service Tax Regn. No. (PAN based) (if applicable)	Essential	
12.	Blank Price Bid	Essential	

Note: (a) Non-fulfillment of any of the essential requirements can entail disqualification of the bidder.

All the above conditions accepted

(Sign, Seal & Date of Contractor)



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CPR/AMBU/12-14

Date : 20.12.12

NAME OF WORK : **Hiring of one TATA WINGER, High roof model, “brand new” Ambulance.**

TERMS & CONDITIONS OF CONTRACT

Tenders are invited for Hiring of one TATA WINGER, High roof model, “brand new” Ambulance.

01. The bidding is in 2 stages i.e. (1) Technical cum commercial bid and (2) Price bid
02. The price bids of only those bidders will be opened who qualify the first stage.
03. Bidders are requested to comply with requirements like PF Regn., ESI Regn. Labor license etc. If the appropriate authorities raise any such requirement/claim/challan, the bidder will have to fulfill all requirements for which no financial burden shall be passed on to BHEL. The full burden will have to be borne by the bidder.
04. Minimum fix payment for 2500 KM per month shall be ensured on non AC operation rates (including AC and non AC operation), however if the minimum fix payment exceeds because of AC operation, same shall be paid. In case of . Bidder should submit bill on monthly basis supported with log book and other related documents.
05. The bidders are required to quote the rates in Rupees per Kilometre (Rs./KM) in figures & words as well. There should be no cutting or over-writing in the price bid. Please ensure while filling the price bid.
06. For the purpose of deciding the lowest bidder the following formula shall be used to decide L1:

$$\text{Effective rate of Ambulance} = \text{Rate of Ambulance without AC} \times 0.90 \\ + \text{Rate of Ambulance with AC} \times 0.10$$
- 07 Bills will have to be submitted to BHEL, Hospital Incharge. Certified bill will be routed for payment to CPR department & CPR will make appropriate necessary corrections before forwarding the bills for payment.

All the above conditions accepted

(Sign, Seal & Date of Contractor)

08. BHEL assures a minimum business of 2500 KMs (Two Thousand Five Hundred Kilometres) per month. The assured minimum KM are subjected to 30 days running of the Ambulance, otherwise minimum assured KM will be given on prorated basis. This condition is however subjected to satisfactory fulfillment of all other terms & conditions. The billing period will begin from the 1st/15th day of a calendar month. Bidder should strive to place the Ambulance on 1st/15th day of month.
- 09.. The **validity of the contract** shall be Two years from date of LOI/Contract.
10. For Ambulance the ordering / contract will be finalized on lowest technically qualified bidders only. The bidders quoting the lowest price shall be considered for ordering subject to price reasonability & techno-commercial suitability.
11. Offers shall be accompanied with **Earnest Money Deposit (EMD)** of Rs.40,000/- (Forty Thousand only) in the form of Demand Draft, in favour of BHEL, Jhansi or BHEL cash deposit receipt. Bidders can also submit one time EMD by depositing Rs. 2,00,000.00 (Two Lacs) in cash office & certificate of one time EMD may be enclosed along with tender. Offers without EMD shall be liable to be rejected. The EMD shall be refunded to the unsuccessful bidder(s) after award of work by BHEL and acceptance by the successful bidder. EMD deposited by the bidder will be forfeited as per Tender Documents if:
 - i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The bidder does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
12. **Security Deposit (SD):** Security deposit shall be as per Works Policy 2008 Para-8.1.1 will be collected from the successful bidder **before start of the work** in the form of either Cash or Pay order or DD or NSS or KVP or Bank Guarantee. The directives given in BHEL Works Policy 2008 shall be fully followed. EMD of Rs. 40,000/- will be treated as Security Deposit for the contractor to whom the contract is awarded. The S.D will be refunded to the contractor after satisfactory completion of the work and after making necessary recoveries.
13. Successful bidder will pay the Stamp Duty on Security Deposit as per government Rules.

All the above conditions accepted

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14. **Diesel Price Variation Clause:**

- a. The rates agreed between BHEL and the contractor will remain firm during the period of contract. However the rates will increase / decrease by 30% of the percentage increase / decrease in the average retail price of diesel prevailing on the date of tender opening (Techno-Commercial Bid). Any increase / decrease so allowed to the contractor will be extra / less and form the part of basic rate. This increase / decrease will be done only monthly basis as under.
- b. The retail Sale Price of diesel existing of 1st of each month shall be applicable throughout the month. The rates shall be declared for the whole month. Diesel price on 1st of calendar month (1st Feb, 1st Mar., 1st Apr. etc.) will remain same up to end of current month (1st Feb. to 28th Feb, 1st Mar. to 31 Mar. etc.)
- c. The retail sale price (RSP) of diesel applicable for Jhansi District obtained from the office of IOCL / HPCL/ Reputed dealer, shall be the basis for calculation of price change.
- d. Percent increase / decrease in rate shall be 0.30 times of percent increase in average RSP of diesel w.r.t. Base rate indicated in the tender.
- e. Example : If the RSP of diesel are as following :

Sl No	Date	Retail Sale Price in Rs.
1	As on Base Date	38.00
2	On 1 st Jan. '12	40.00
3	Percent Increase w.r.t. RSP on Base Date	$(40.00-38.00)/38.00= 5.26\%$
4	Percent change in Rates	$0.30*5.26=1.58\%$

This increase in Rate shall be applicable in period from 1st Jan.'12 to 31st Jan.'12 (both included).

15. The driver of the Ambulance should be well behaved and courteous with the patient and their attendant / family members / relatives. He should display restraint and wisdom in dealing with excited passengers. In case of misbehavior by the driver, a suitable penalty can be imposed for each occasion. In case there are multiple repetitions with a particular driver, he will have to be changed.
16. Ambulance should have cleaned & ironed white seat covers. In case of failure to do so, BHEL will get the same prepared and deduct the amount from the bills apart from recovering a penalty of Rs.100/- .
- 17.. The bidder will have to provide two pairs of uniform to each driver and one pair of black shoes. The shirt should have a label showing the name of the Firm on the left and a name plate pinned on the right side of the shirt showing the name of the driver.
18. The driver will have to be provided with a mobile phone. He will keep the mobile phone charged and in fully operative condition.

All the above conditions accepted

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19. The contact person mentioned in Part-‘A’ of this bid will have to meet the Hospital incharge / CPR executive at least once every fortnight for obtaining feedback about the operation of the ambulance. The instructions issued by the Hospital incharge / CPR executive will be noted down by the contact person in Two Copies, one each for the contractor and BHEL. Similarly the contact person will meet the Hospital incharge / CPR Executive once every alternate month and discuss the issues for smooth running of the contract.
20. In case of breakdown of Ambulance on any day, another Ambulance will have to be provided. In case of failure to provide another Ambulance, a penalty @ Rs.1000/- per day will be imposed. This will be allowed only for maximum 7 days, after which management reserves the right to terminate the contract at the risk & cost of the bidder
21. The front & rear wind screens should have a sticker reading “AMBULANCE” and “ON BHEL DUTY”. The Ambulance will be parked at BHEL Hospital for which suitable place will be provided
22. The vehicle will remain on duty for 24 hours in a day. The actual duty hours will be intimated separately.
23. In case the vehicle goes out of U.P. State on BHEL duty, the service provider has to obtain road permit for the same. Expenditure incurred on this account shall be reimbursed along with the payment of bill on documentary proof.
24. The Ambulance will have to be maintained by the contractor in good running condition which includes at least the following:
 - i. Minimum noise of engine and body while running;
 - ii. Tyres with proper treads;
 - iii. Inflated Stepney;
 - iv. Working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc;
 - iv. Proper paint on the outside;
 - v. Good condition of bumpers;
 - vi. Upholstery in good condition including washed and ironed white seat covers;
 - vii. Proper locking of all doors;
 - viii. Proper closing and opening of all windows;
 - ix. Dusting of dashboard, rear board, matting, windscreen, windows and body.
25. During out station trips, cash for fuel/driver’s personal expenditure, other State permit charges etc. will have to be provided in advance by contractor
26. The contractor has to ensure that filling of the fuel in the vehicle is done from the petrol pump situated near BHEL. Otherwise the Kilometer covered by the vehicles for fuel filling will be in the account of contractor.

All the above conditions accepted

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27. The bidder will have to maintain a logbook provided by BHEL and the signature(s) of the authorized person to travel will have to be obtained to certify the trips; failure to obtain the name & signature can deprive him of payment for the trip. The logbook will be the Company's property and driver has to keep it in the safe custody. No unauthorized person should be allowed to travel in the Ambulance when on BHEL official duty. Failure to comply with this provision can result in non-payment of the trip.
28. Bidder will have to fulfill all legal obligations for Ambulance regarding minimum wages, PF, ESI, Pollution norms, Motor Vehicle Act, Service tax etc. as may be applicable to him. The vehicle should have valid Ambulance permit issued by R.T.O., Jhansi. The vehicle must be comprehensively insured for driver, passengers & the third party for the period of the contract.
29. Driver should have valid and suitable driving license for light Motor vehicles. Driver without license will not be permitted.
30. The contractor has to abide by all laws, rules & regulation applicable to this type of work. Ignorance of the same does not entitle him to any concessions or claims.
31. **ARBITRATION :**__All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit.
The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi Courts.
32. **JURISDICTION :** Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi court only.
33. **SUSPENSION :** BHEL reserve the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of suspension and the reasons therefore. The contractor shall there upon suspend performance of such obligation until ordered in writing to resume such performance by the same authority that ordered for suspension.
34. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
35. In case of non satisfactory performance of the contract, BHEL shall have a right to cancel the contract & forfeiting the security deposit .

All the above conditions accepted

(Sign, Seal & Date of Contractor)

36. The Contractor shall compensate BHEL for any loss or damage to the plant / property, material of BHEL due to his workmen / representatives' negligence or otherwise during execution of work contract.
37. The Contractor shall get the character & antecedents of his own drivers verified from District Magistrate's office and intimate the same to the management. Before deploying them to work.
38. BHEL reserves the right to accept or reject any or all offers without assigning any reason (s). The dispute arising out of or in relation of this agreement shall be referred to arbitrator who may be a serving / retired Sr. Officer or any other person of repute whose award shall be binding on both the parties to the agreement. In case any of the parties decides to obtain relief from the court, the dispute arising out this agreement shall be subject to Jhansi jurisdiction.
39. In case of Ambulance absent for reporting for duty a penalty of Rs. 1000/- will be imposed.
40. The Ambulance shall be operated by Diesel only. The Ambulance should be brand new models without factory fitted gas-system. If during the contract period, it is found that is same is run by other fuel / gas, suitable action shall be taken against the bidder / contractor or contract may be terminated.
41. The documentary evidence for brand new Ambulance shall be produced before execution of the contract. Brand New Ambulance means Ambulance purchased after publication of this tender notice in news paper / website.

I HAVE READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS. THE ABOVE HAVE BEEN UNDERSTOOD FROM BHEL OFFICERS / SUPERVISORS. ALL TERMS & CONDITIONS ARE ACCEPTED.

All the above conditions accepted

(Sign, Seal & Date of Contractor)

Special Conditions

1. The vehicle used for ambulance service should be of **TATA Winger model only**. The vehicles should be registered in the name of bidder only.
2. The ambulance should have valid Registration, Fitness Comprehensive Insurance (including third party, property and damage coverage), permit and exhaust emission certificate etc.
3. Original documents to be submitted by the contractor as and when it is required by BHEL.
4. The contractor should pay necessary taxes and other insurance payment and carry out exhaust emission test (once in six month). All the connected documents should be kept alive during the contract period.
5. The vehicle should be well maintained and in good running condition. It should ply smoothly without any vibration to avoid patient fatigue, during contract period failing which, BHEL reserves the right to terminate the contract.
6. The fuel tank should be always kept full and at any point of time the level should not be less than 50% of tank capacity.
7. BHEL official shall carry out inspection of Ambulance offered and their decision regarding acceptance and rejection is final.
8. 24 hours availability of the ambulance should be ensured in BHEL, hospital controlled by Hospital staff to attend emergency cases at any time.
9. The ambulance shall be deployed at BHEL, Hospital.
10. The log book for the vehicle shall be maintained by the contractor's driver, which will be crosschecked as and when required. The copy of log book to be submitted along with the bill at the end of every month for claiming the payment.
11. It is the responsibility of the driver to get it filled all the columns in the log book and got signed by the user and certified by the hospital staff in-charge. In case of loss of log book, BHEL reserves the right not to entertain the claim.
12. The contractor shall raise the bills after the end of every month in Triplicate along with the copy of log book and the payment will be processed within 30 days as per BHEL norms.
13. The ambulance should work on all Sundays, all local and National holidays, i.e. it should work throughout the year without any break.
14. The ambulance should have one side stretcher arrangement and other side sitting arrangement lengthwise and when stretcher is not required both side should have sitting arrangement.
15. The ambulance should have good condition stepny tyre with vehicle, to change immediately in case of puncture. The driver must be trained in this regard.
16. The ambulance should have necessary tools box in case of emergency repair like tyre changing, incase of puncture, engine fuel line air lock removal incase of air lock and also for minor repairs.
17. The driver should have valid driving license.

All the above conditions accepted

(Sign, Seal & Date of Contractor)

18. The driver should possess skill to remove engine fuel air lock, to change the tyre, if found puncture and do minor repairs.
19. Minimum 3 drivers (for 3 shifts) should be operated in 24 hours continuous service with mobile phone facility to contact in emergency and the shift timing will be 0800hrs. to 1600hrs, 1600hrs. to 0000hrs., and 0000hrs. to 0800hrs.
20. The driver should wear uniform compulsorily while on-duty, otherwise a penalty of Rs. 100/- will be deducted from the contractor's bill for every shift.
21. The contractor shall provide immediately another ambulance in case of breakdown.
22. If the contractor is not able to provide ambulance on any day in full or part thereof, charges as per the prevailing market rate for a day or part thereof, to a similar vehicle in respect of breakdown / absent period will be recovered from the contractor's bill along with a penalty of Rs.1,000/-. Further extra mileage of such alternate vehicle engaged by BHEL from its starting point to BHEL, hospital or to the breakdown point (in case of breakdown) will also be recovered.
23. If the contractor is not able to provide the ambulance originally offered for a continuous period of 10 days without prior intimation and acceptance, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor.
24. The driver should be polite in nature, should work with helping tendency with the patients, which is very much required in ambulance service.
25. All statutory norms like PF, ESI to be arranged for the drivers working in ambulance service, BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of relevant laws by the contractor, the amount so paid could be recovered from the contractor's bill.
26. Security deposit 10% of the contract value to be paid, after confirmation of the contract as per BHEL works policy norms.
27. The period of contract will be for two years from the date of commencement of the contract and it may be extended further by mutual agreement between BHEL and contractor with the same rates, terms and conditions.
38. During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.
29. BHEL reserves the right to reject any offer without assigning any reason whatsoever may be.

All the above conditions accepted

(Sign, Seal & Date of Contractor)



BHARAT HEAVY ELECTRICALS LTD., JHANSI

Tender No.: CPR/AMBU/12-14

Date : 20.12.12

TENDER EVALUATION CRITERIA

The Evaluation of the tender will be carried out as follows:

1. The bidders meeting all conditions as given in qualifying requirement shall be evaluated and assess the performance.
2. The bidder quoting the lowest price shall be considered for ordering subject to price reasonability and techno commercial suitability.
3. For the purpose of deciding lowest bidder (L-1) the following formula shall be used
:

$$\text{Effective rate of Ambulance} = \text{Rate of Ambulance without AC} \times 0.90 \\ + \text{Rate of Ambulance with AC} \times 0.10$$

4. The contract shall be awarded on L-1 basis (i.e. the lowest)
5. In case more than one bidder are L-1, then L-1 bidder will be selected by
"LOTTERY"

I/We agree with the above

Signature of Contractor with Seal

Executive In-charge



BHARAT HEAVY ELECTRICALS LTD., JHANSI

Tender No.: CPR/AMBU/12-14

Date : 20.12.12

AFFIDAVIT

(On Rs.10/- Non Judicial Stamp paper.)

I / We M/s.....proprietorship / Pvt. Ltd. / partnerships firm represented by Shri.....s/o.....aged aboutresident ofdo here by solemnly affirm and state as follows:

1. That the firm stated hereinabove holds all statutory requirements such as under :-
 - A. PAN/TAN number in the name of the firm.
 - B. Income Tax Return for the last three years.
 - C. Service Tax number.
2. That the deponent declares that no criminal trial/prosecution for any offence involving fraud dishonesty and moral turpitude is pending against the deponent in any court of law. Further no penalty/guilty/conviction was awarded against the deponent by any court of law/statutory authority in India.
3. That the deponent hereby declare that neither myself & my firm was declared as insolvent by any court of law nor any insolvency proceedings pending in any court of law.
4. That the deponent declares that the firm referred herein above never been blacklisted/banned/delisted on the date of tender by any establishment of any PSU / State Govt. / Govt. of India.
5. Declaration that he is not Blacklisted / under hold from BHEL Jhansi OR banned by any unit / region / office of BHEL.

Deponent

VERIFICATION

The facts stated herein above are true and correct to the best of my knowledge and nothing has been concealed . Verified on/...../2011 at Jhansi (U.P.), PIN-284129.

Deponent



BHARAT HEAVY ELECTRICALS LTD., JHANSI

Tender No.: CPR/AMBU/12-14

Date : 20.12.12

PRICE BID (1 PAGE only)

PART –B

SCOPE OF WORK: Hiring of one TATA WINGER, High roof model, “brand new” Ambulance.

IMPORTANT: Contractor is advised to read the technical bid also before quoting:

Item	Description	Quantity	UNIT	Quoted rate Rs. (to be filled in by the cont.)
1 (a)	Providing & operating TATA WINGER, High roof model “brand new”, Ambulance, well maintained without A.C. operation along-with well dressed Drivers, White seat covers, Fuel, all legal clearances from RTO, Labour authorities, Insurance cos. Etc. for transporting of Patient / their family members / Relatives / Medical staff relating to BHEL.	One Ambulance, min. 2500 Kms per Month	Per Kilo-metre	
1 (b)	Same as above with AC in operation		Per Kilo-metre	
4	Market price of diesel on the date of tender opening (for diesel price variation clause). Not for comparative statement		LITRE	
Formula for deciding L-1 for Item No.1 (1a) & (1b) is as under: Rate of 1a x 0 .90 + Rate of 1b x 0.10				

NOTE : Service Tax shall be paid extra.

All the terms & conditions accepted

(Sign, seal, date, address, tel. of Contractor)