



SPECIFICATIONS FOR HIRING OF NEW MARUTI NON-AC AMBULANCE OMNI VAN BS-IV, ON MONTHLY HIRE BASIS, FOR A PERIOD OF 2 (TWO) YEARS.

I. SCOPE OF CONTRACT:

To Supply New Maruti Non-AC Ambulance Omni Van BS-IV registered on or after the date of Letter Order, for transporting BHEL R&D patients, their wards or any patients with attendants as per the instructions of Head, Medical Services or any other authorized/competent staff of BHEL from Township Hospital/Lab complex to various Hospitals/places and vice versa as per norms. The Ambulance Van must be available in BHEL Corp R&D premises round the clock with Driver, on monthly hire basis, at a minimum assured Kms. of 1000 per month. Rate for extra Kms. over and above the minimum 1000 Kms. will be paid as per the minimum rates quoted by the bidder.

II. WORK SPECIFIC TERMS & CONDITIONS:

A. OPERATIONS:

- a) The Ambulance Van to be deployed shall be registered in the name of the bidder or his firm
- b) The Ambulance Van shall be deployed for operation under the contract within one month of issue of Letter Order in this regard.
- c) Drivers, Fuel, Maintenance and Comprehensive Insurance coverage for Drivers and passengers shall be arranged by the Contractor at his Cost.
- d) BHEL will not be responsible for any loss/pilferage/damage of his property.
- e) The Ambulance shall be available for 24 hours in full readiness and cleanliness with sufficient fuel availability, and the drivers shall be provided with mobile phone facility to be contacted in emergency.
- f) 24 Hrs availability of the Ambulance with driver should be ensured in BHEL R&D Township dispensary under the control of Hospital staff to attend emergency cases at any time and in case of any break down of Ambulance, stand by Ambulance is to be provided with minimum loss of time.
- g) Proper trip register for Ambulance as required by BHEL shall be maintained by the Contractor's Drivers which will be cross checked as and when required and to be submitted along with the bill at the end of every month for claiming payment.
- h) It is the responsibility of the driver to get all the columns filled in the trip register and signed by the user and certified by the hospital staff in-charge. In case of loss of trip register, BHEL reserves the right not to entertain the claim.
- i) In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- j) The Driver should keep all the relevant valid documents (driving License, Badge No., road tax token, registration certificate, Valid Comprehensive insurance Policy, fitness certificate of the Ambulance Van, permit, Pollution Certificate, etc.) with the Ambulance Van and produce as and when required by BHEL. In case original document is not available immediately, copy of the same must be kept.
- k) Vehicle shall report at the report point in full readiness and cleanliness for the entire day's operation in respect of fuel availability and willingness of the Driver.
- l) Any damage to BHEL material due to rough and faulty handling by the Driver will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/installation/property of third party in the course of work by the contractors' men, the same shall be made good by the contractor.
- m) Contractor should be in a position to provide alternate driver in case of any exigency for the driver of the Ambulance deployed.
- n) The Contractor should ensure that the Driver is available near the Ambulance all the time during operation.



B. VEHICLE:

The Transport operator should fulfil the following requirements in respect of the Ambulance Van during the execution of the contract:

- a. **Ambulance to be deployed must be New Maruti Non-AC Ambulance Omni Van BS-IV registered on or after the date of Letter Order. The Ambulance Van to be deployed should be same throughout the contract period with same driver and contact number, except in break-down conditions.**
- b. **Ambulance Van to be deployed on Contract shall be produced one week prior to date of deployment, for inspection by transport in-charge of BHEL Corp R&D.**
- c. The Contractor shall make available relief Ambulance Van of same standard and condition immediately in the event of any accident/breakdown. Such relief Ambulance Van shall be in good running condition. Such Ambulance Van shall be put in operation for a maximum period of 15 days only.
- d. The Ambulance Van should be very clean both internally and externally.
- e. Stepney/Spare tyre and its tread should be maintained in good condition.
- f. Fuel should be always above half tank level.
- g. Jack and hand tools should be made available with the Ambulance Van.
- h. Copies of Valid RC, Permit, driver license and Badge, Comprehensive Insurance Policy, Pollution Certificate, Road Tax to be submitted to Transport In-charge onetime for every car and subsequently for validity period extension and one set to be kept with the Ambulance Van itself.
- i. Originals of the above documents shall also to be submitted for cross verification once before award of contract by the successful bidder.
- j. Vehicle deployed on Contract shall be produced for inspection by transport in-charge of BHEL Corp R&D at regular intervals, in respect of (1) Appearance of the Ambulance Van (2) running condition of the Ambulance Van (3) upholstery (4) correctness of all meters (5) physical fitness of the driver etc..
- k. **The Ambulance should have the following provisions in the Ambulance:**
 - a. **Automatic collapsible stretcher**
 - b. **12 V plug point for operating suction apparatus**
 - c. **Filled in Oxygen Cylinder supply by vendor**
 - d. **Hook for hanging I.V. fluid bottle**
 - e. **Ambu bags (Pediatrics and adult)**
 - f. **Medicine cabinet (Medicines to be provided by BHEL)**
 - g. **Attendant seat / Doctor seat**
 - h. **Window screens & Fan**
 - i. **Safety: Fire extinguisher & First aid box**
- l. The ambulance should have one side stretcher arrangement and other side sitting arrangement length wise.
- m. Fire Extinguisher should be available in the Ambulance Van and maintained properly.



C. DRIVER:

The Transport operator should fulfil the following requirements in respect of the driver during the execution of the contract.

- a) The ambulance to be operated round the clock must be operated by at least a minimum of Two Drivers in two shifts, i.e., not more than 12 hours each.
- b) Payment of salary to the Drivers shall be made on or before 07th of every month by the Contractor.
- c) The Drivers to be provided with the Ambulance Van should be same, as far as possible, all through the contract period. However, during any exigencies to the driver, an alternate good driver must be provided under intimation to the Transport Incharge.
- d) The Contractor will be responsible for providing Drivers on time. He will also be responsible for the behaviour and conduct of the Drivers employed by him. If any driver exhibits any indecent behaviour, the Contractor shall withdraw such driver on a complaint from BHEL and provide another Driver.
- e) Drivers should possess valid driving licence and a Certificate of Training in First Aid.
- f) The identified drivers should have minimum 2 years driving experience as on the date of commencement of work. Date of issue of Driving License shall be considered for calculating experience. Copies of Valid driving license and Badge to be submitted at the time of commencement of work to Transport in charge.
- g) Driver should be provided White Uniform and Black Shoes by the Transport Operator and the Driver should wear uniform and shoes during the duty hours.**
- h) Drivers should avoid casual dress and footwear.
- i) Transport Operator should ensure that the Driver should have mobile hand set in good working condition. Use of mobile phone while driving is not permitted.
- j) Drivers should adhere to the instructions given by BHEL Transport in charge.
- k). Drivers should not demand any money from the user on any occasion.
- l) The drivers should be fluent in Hindi, Telugu and understand English.
- m) The drivers should possess good health and free from intoxicating habits.
- n) Frequent changing of drivers is not permitted. Any change of drivers shall be permitted with prior approval of Transport-In-charge.**
- o) The drivers deployed should not involve in any illegal activities.

III. PAYMENT TERMS

- a) Hiring charges shall be paid on monthly basis on completion of work, within 30 days after submission of necessary error free invoices/bills to Transport in charge on or before 5th of every month.
- b) All Invoices shall indicate Letter Order number for processing payment
- c) All payments shall be released by RTGS/EFT as per Contractor's bank details within 30 days from the date of receipt of bills/ Invoices.**
- d) No advance will be paid for the Contract.

Note: Two copies of INVOICE with original signature to be submitted every month on completion of work.

IV. EVALUATION CRITERIA:

The Contract shall be awarded in total as one lot to Lowest cost bidder. L1 to be decided on the basis of lowest cost bidder of Sl.No.1 of Annexure-D, i.e., Price Bid.



V. CONTRACT PERIOD:

- a) The contract execution period will be for a period of 2 years from the date of commencement of work/deployment of Ambulance Van.
- b) If required, BHEL reserves the right to extend this contract for a further period with same terms & conditions subject to mutual acceptance.

VI. PRICE VARIATION CLAUSE:

Rates quoted shall remain valid for entire period of contract including extensions, if any. However reimbursement/recovery will be made for increase/decrease in the cost of fuel for the extra kilometres run over and above the minimum run of 1000 kms. The escalation is based upon Petrol cost on the date of opening of Technical Bids. Escalation for increase/decrease in Petrol cost will be reimbursed/recovered as per the following formula.

Difference in price of petrol X Extra Number of Kms. over and above minimum 1000 kms.
Average mileage of the vehicle quoted in Price Bid

VII. TERMINATION OF CONTRACT:

- 1) The Contract will automatically be terminated on completion of Contract period.
- 2) However, the Contract may also be terminated during the Contract period of two years by either party to the Contract by giving Two months' notice without assigning any reason.
- 3) BHEL shall have the right to terminate the contract at any time without any notice if all or any of the above Terms & Conditions of the contract are not fulfilled by the Contractor and if the Contractor is declared Insolvent and in terms of any Court Order against the Contractor.

VIII. SPECIAL CONDITIONS:

- a) BHEL reserves the right to cancel the tender altogether without assigning any reason whatsoever before finalisation of contract.
- b) The rates quoted should be exclusive of GST etc., and inclusive of any other taxes & duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- c) The Vendor should arrange all required licenses, pollution cards, tax receipts etc., at his own cost.
- d) Rates quoted shall remain valid for entire period of contract including extensions, if any.
- e) In case the contractor fails to operate the contract or comply with any of the contractual obligations, BHEL reserves the right to get the same done at the contractor's risk and cost, by another agency / departmentally apart from recovery of penalty which will be adjusted from running bill(s)/Security deposit.
- f) In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- g) Any addition or deletions or changes in the nature of organization of the transport provider should be informed to BHEL well in advance.
- h) Subject as aforesaid the provisions of the MV Act or any statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors.
- i) Challans/Penalties by RTA/Police shall be paid by the Contractor.

- j) The Ambulance Van allotted for BHEL use is liable to be checked by BHEL security personnel as and when required.
- k) BHEL reserves its right to refuse to engage the Ambulance Van even after arrival at the factory, if the driver and Ambulance Van do not conform to any of regulations of MV act.
- l) Any mishap (i.e. fire, theft, riots, strike, accident, etc.,) occurring en-route and any liability in this regard will be the complete responsibility of the Transport provider. He is also responsible for the safe, comfortable and timely transportation of the Patients and Attendants.
- m) BHEL is not responsible in any case for payment of any loss of life, injury or damage because of engaging of the Ambulance Van. In case BHEL has to pay compensation for any loss/damage, the same is to be reimbursed by the Contractor to BHEL together with legal expenses.
- n) The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- o) BHEL R&D Hyderabad shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL R&D Hyderabad. Contractor shall pay all claims / employee compensation / damages / penalty/ fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

IX. PENALTY:

As per standard BHEL terms 0.5% per week for non-provision of Ambulance under the contract limited to maximum 10% of contract value shall be levied. The same shall be applicable in case the Contractor fails to provide replacement within 3 days of intimation by BHEL for the same

X. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

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 venue of arbitration shall be at Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Secretary when so authorized by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.



XI. LAWS GOVERNING THE CONTRACT

The Order/contract shall be exacted and governed by the laws of India and the Courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

XII. JURISDICTION OF COURT

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

XIII. DEFAULT /BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Service Provider / Contractor fails to provide the required services as per the contract or fails to deliver the services within the period (s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or services not of the contracted quality and failing to adhere to the contract specification or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide services covered by the Letter Order / Contract Agreement either in whole or in part or otherwise fails to perform the Order / Contract or commits any breach of the Order / Contract not herein specifically provided for or in the event, or commits any breach of the Order /

Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors (Service Provider) being a company is wound up voluntarily or by order of Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchases without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order / Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/ Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (service Provider) and the Seller/contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases / Services made by the Purchaser at the risk and cost of the seller. Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of Services so purchased / hired.



Annexure A

PART-I:TECHNICAL BID

S NO	ELIGIBILITY CRITERIA	AGENCY's RESPONSE
*1		
*2	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on Company/ Firm/Business	PAN No. _____ PROOF ATTACHED /NOT ATTACHED
*3	GSTIN. No. (Proof to be Attached) (If not applicable, please furnish the details in the attached below format	Regn No : _____ PROOF ATTACHED / NOT ATTACHED
4	<u>Company Status :</u> (Proprietorship/Partnership Firm//One person Company/Private Limited Company /Public Limited Company/Trust/Society) (Proof to be attached)	Company status : _____ PROOF ATTACHED / NOT ATTACHED
*5	Average Annual financial turnover of the last 3 years ending 31 st March 2019, should be at least Rs.3.46 lakhs	₹ _____ Only PROOF ATTACHED / NOT ATTACHED
*6	Experience of having successfully completed similar works during last 7 years (Copies of documents to be enclosed) from enquiry date.	1. One Contract Rs. _____ 2. Two Contracts Rs. _____ 3. Three Contracts Rs. _____ (documents to be enclosed)
7	Delivery of the Ambulance Van for operation within one month from the date of issue of Letter Order	1. Agree (____) 2. Do Not Agree (____)
*8	On award of contract, the successful Bidder shall comply with all the statutory requirements of PF & ESI rules & regulations for their workmen deputed for this work.	Accepted / Not Accepted
*9	Willingness to participate in Reverse Auction(RA)	Accepted / Not Accepted
*10	We agree that contract finalization is based on Hiring charges quoted in Sl.No.1 of Price Bid	Agreed / Not agreed
11	GSTIN ((If not applicable, please furnish the details in the attached below format)	_____ %

*These items are essential for qualifying the vendor and those qualified offers only will be considered for evaluation.
NOTE: Self Attested photocopies of certificates are to be furnished in the technical Bid without which bids will not be considered for further evaluation.



Annexure B

CERTIFICATE OF COMPLIANCE

To

AGM (MM)
BHEL Corporate R&D
Vikasnagar
Hyderabad – 500093

Sir,

We acknowledge and confirm that we have carefully read the Specifications for hire of **New Maruti Non-AC Ambulance Omni Van BS-IV** and have understood all the requirements and conditions to the above tender.

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid submitted by us and in accordance to the terms and conditions of the subject tender.

If the contract is awarded to us, the prices shall be kept firm till the completion of contract.

Signature of the Bidder



Annexure C

UN-PRICE BID

FOR HIRING OF NEW MARUTI NON-AC AMBULANCE OMNI VAN BS-IV,

Sl. No	Description	R a t e	
		Rs. In Figures	Rs. In Words
1.	Hiring charges per month including maintenance, fuel and driver for a minimum of 1000 Kms. based on the cost of Petrol as on the date of opening of Technical Bid	Rs.....	Rupees.....
2.	Rate for extra Km. over and above the minimum of 1000 Kms.	Rs.	Rupees.....per Km.
3.	Mileage of the vehicle to be deployed on Contract	 Kms.	
4.	Agree to deploy the Ambulance Van within One Month from the date of Letter Order as mentioned in the Item specifications of enquiry	YES / NO	
5.	Price Variation Clause as at Sub-Clause VI of specifications.	Accept / Do not Accept	

- We agree that contract finalization is based on basic rate quoted per month, i.e at Sl.No.1 above, only.
- If our offer is accepted as lowest cost bidder to BHEL, we agree to match the L1 rates for extra Kms. quoted by other bidder(s).
- We agree to supply at L1 cost if the contract is offered to us, covering the above.

Name & Address of the Bidder
Mobile No:

SIGNATURE OF THE BIDDER
Date:
(WITH STAMP)



Annexure D

PRICE BID

FOR HIRING OF NEW MARUTI NON-AC AMBULANCE OMNI VAN BS-IV,

Sl. No	Description	Rate	
		Rs. In Figures	Rs. In Words
1	Hiring charges per month including maintenance, fuel and driver for a minimum of 1000 Kms. based on the cost of Petrol as on the date of opening of Technical Bid	Rs.....	Rupees.....
2	Rate for extra Km. over and above the minimum of 1000 Kms.	Rs.	Rupees.....per Km.
3	Mileage of the vehicle to be deployed on Contract	 Kms.	
4	Agree to deploy the Ambulance Van within One Month from the date of Letter Order as mentioned in the Item specifications of enquiry	YES / NO	
5	Price Variation Clause as at Sub-Clause VI	Accept / Do not Accept	

- a) We agree that contract finalization is based on basic rate quoted per month, i.e at Sl.No.1 above, only.
- b) If our offer is accepted as lowest cost bidder to BHEL, we agree to match the L1 rates for extra Kms. quoted by other bidder(s).
- c) We agree to supply at L1 cost if the contract is offered to us, covering the above.

Name & Address of the Bidder
Mobile No:

SIGNATURE OF THE BIDDER
Date:
(WITH STAMP)