

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]**

**Tender No:** BL/RHR-East/Ambulance/19-20



**BALMER LAWRIE & CO. LTD.**

Container Freight Station

P-3/1, Transport Depot Road

Kolkata – 700 088

Phone No. 2450-6810 & 811

Fax No. 2449-8355

Email No.: [sett.a@balmerlawrie.com](mailto:sett.a@balmerlawrie.com)

**CINL15492WB1924GOI004835**

**TENDER NO: BL/RHR-East/Ambulance/19-20**

**Tender Document for**

**[Hiring of Ambulance on 24x7 Basis]**

**DUE DATE & TIME: [ 31/05/2019 at 18:00 Hrs ]**

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**NOTICE INVITING E-TENDER**

On line bids are invited from the reputed and registered Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” for undertaking the subject contract for **Hiring of Ambulance on 24x7 Basis**.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

**BALMER LAWRIE & CO. LTD.  
CONTAINER FREIGHT STATION  
P-3/1, TRANSPORT DEPOT ROAD, KOLKATA-700088**

S. No	Description	Details
1	Name of Work	<b>Hiring of Ambulance on 24x7 Basis</b>
2	Tender No	BL/RHR-East/Ambulance/19-20
3	Validity Of Offer	120 days from the due date of submission of the tender.
4	Contract Period	2(two) years with a period to extend for one more year upon mutual consent.
5	Tender Fee	NIL
6	EMD	<b>₹5,000/-[Rupees Five Thousand only]_by way of Pay Order / Bank Draft payable at Kolkata in favour of BALMER LAWRIE &amp; CO. LTD [MSME/ NSIC registered vendors under micro and small category are exempted from submission of EMD]</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>21.05.2019</b>
	b. Closes on	<b>31.05.2019 till 18:00 hrs.</b>
8	Opening of Tenders	<b>31.05.2019, 18.00 hrs onward</b>

**1. LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- Income Tax PAN number
- GST Registration number
- Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last three years

## **2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards proof of their qualification/fulfilment of the eligibility criteria
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be, forfeited, work could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay and submit an interest free EMD of Rs. 5,000/-[Rupees Five Thousand only]. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD, SC/ST Category having MSMED/NSIC certificate should specifically mention and valid copies of the same should be submitted along with Tender document. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.** Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

### **3. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

#### **3.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

<b>HELPCENTRE NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr. Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr. Achal Garg	achal.garg@c1india.com		

### **3.2 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

### **4. Special Note**

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### **5. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

### **SCOPE OF WORK**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. SCOPE OF WORK**

##### **A. Type of Vehicle**

- A.1 The vehicle should be used for Ambulance purpose only. The vehicle should have valid registration for commercial use.
- A.2 The Vehicle should have required safety provisions and it should be properly maintained and seat cover should be neat and clean.
- A.3 The vehicle offered for hiring should not be more than 5 years old at the time of contract period with excellent condition and with a maximum run of 50,000 kms.
- A.4 The vehicle offered should have valid comprehensive insurance, valid PUC Certificate, Fitness certificate issued by RTO on the date of tendering.
- A.5 The vehicle should be serviced as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.

##### **B. On Driver:**

- B.1 Driver engaged by the service provider must hold valid commercial license for driving passenger vehicle since last 5 years.
- B.2 Since service to be rendered on 24x7 basis, 2 drivers to be deployed on 12 hour shift basis for each driver.
- B.3 The service provider must provide clean uniform with shoe to the driver, but under no circumstances BL Logo or name should be displayed on the uniform.
- B.4 The Driver must be covered under ESI scheme. In absence of ESI coverage, the service provider must take insurance policy covering risks similar to ESI scheme.
- B.5 As per the Road safety guideline, the driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
- B.6 The service provider must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness along with the tender.

B.7 Driver should not be allowed to drive under the influence of any intoxicant or Liquor.

**C. Role of Service Provider:**

C.1 The service provider must submit Name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of BL and the Documents as stated above of the new Driver should be made available to the company before such deployment. All statutory compliance with respect to the driver engaged should be complied.

C.2 The Service Provider must indemnify Balmer Lawrie against any liability arising out of the operation of this contract and for which BL is not responsible and for this purpose service provider must submit suitable indemnity bond acceptable to BL.

C.3 The service provider must provide for fuel, lubricants and consumables including repair, statutory payment etc. and he will be responsible for proper upkeep and regular servicing of the hired vehicle.

C.4 Service Provider must ensure that the log book is signed by the user.

C.5 Service provider must be the owner of the vehicle bearing Commercial Registration. Information as per Format- 1 should be provided by the bidder.

C.6 In case of breakdown of vehicle under contract, the service provider should arrange for replacement of similar type of vehicle immediately. In case the service provider/vendor is not able to provide such replacement, BL can hire vehicle from market and the amount paid/payable on account of such hiring will be recovered from the Service Provider.

**2. Duty Timings & Related Terms**

2.1 (a) Balmer Lawrie has offices at the following locations:

*a) Balmer Lawrie & co. Ltd – Head Office  
21, Netaji Subhas Road, Kolkata – 01.*

*b) Greases & Lubricants  
P-43, Hide Road Extn. Kolkata – 700088*

*c) Container Freight Station  
P-3/1, transport Depor Road, Kolkata – 700088*

*d) Industrial Packaging  
P-4/1, Oil Installation Road, Kolkata 700088*

Vehicle shall be required to report at any of the aforementioned offices at scheduled time mentioned above as directed by the company officer and shall be at the disposal of the company normally every day on 24x7 basis. The Ambulance will be stationed at the Unit indicated at 1(b) above.

2.1 (b) Guidelines:

- a) The ambulance should be equivalent to Maruti Omni type vehicle atmost 5 years old, having proper registration and road validity certification and in good running condition.
- c) The ambulance should be fitted with First Aid box having prescribed contents, Oxygen cylinder with necessary mask, stretcher etc.
- d) The ambulance along with Driver be hired on 24x7 basis for a period of 2 year from the date of Contract with a provision for further extension of the contract by 1 year subject to satisfactory service and consent of both the parties.
- e) The contract can be terminated by Balmer Lawrie by giving notice of 3 months.
- f) **Fuel cost for running the vehicle will be met by Balmer Lawrie based on a standard Mileage of 13 kms per litre of Petrol. Cost of petrol to be considered as on the last date of preceding month.**
- g) All maintenance, replacement of spare parts, tyres etc. and other incidental cost including salary, PF, ESI etc. of the driver and other statutory related obligations have to be met by the bidder.
- h) In case of any accident, involving the ambulance, responsibility with regard to any penalty, litigation, compensation etc. will lie on the bidder.
- i) In case of any major repair, suitable provision of an alternative vehicle to be arranged by the bidder.
- j) The party has to ensure availability of one ambulance (24x7) of above specification in good running condition at any point in time.
- k) **The vehicle will ply for atleast 2kms within BL premises on idle days.**

2.2 All the costs for running and maintenance of the vehicle shall be exclusively borne by the bidder, e.g. costs towards fuel (petrol/diesel), lubricants, maintenance, regular servicing, driver's salary, etc.

2.3 The contractor shall be responsible for all payment to the operating drivers, besides providing uniforms, lunch / snacks etc.

2.4 The contractor shall ensure that the vehicles provided are manned by qualified & experience driver with valid driving license issued by competent and designated authorities. The contractor shall engaged well behaved and honest driver with valid driving license.

2.5 The contractor shall also procure appropriate valid permits, as may be required under the Motor Vehicles Act for running the vehicles. Consequences arising out of violation or non-adherence to Traffic rules shall be the responsibility of the contractor.

2.6. The contractor shall be responsible for taking full comprehensive insurance policy for covering all risks, damages and loss arising out of the use of the vehicles, which would cover not only personal injuries to driver and the occupant of the vehicles, but also to third parties who may lodge a claim on account of any accidents. The Contractor should also abide by all statutory obligations regarding his employees. The company is not responsible for the insurance claim/ or claim of any sort.

2.7 The contractor shall comply with the legal procedure in every aspect on all occasions and adhere to all statutory obligations in connection with running the vehicles on hire.



2.8 In case of accidents resulting in any claim from the third parties, it shall be the responsibility of contractor to initiate or defend legal actions arising out of the use of the vehicles and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.

2.9 The contractor shall be liable and responsible for all damages, losses, etc. sustained by his employee(s) while travelling in the car provided by the contractor arising out of any accident or otherwise in the said vehicle. The company shall not be liable for the same in any way.

2.10 The expenses on account of licenses, taxes, insurance, wages, fuel, repair and maintenance etc shall be borne by the contractor. In the event of necessity for a change of car during hire- time on account of break down/ accidents etc. the contractors shall ensure that substitute car in road-worthy condition is provided and running kilometer will be continued from the place of break-down.

2.12 In case of any breakdown, alternate arrangement will have to be made by the selected contractor by providing another suitable vehicle with driver at no extra cost, failing which the company shall arrange alternate vehicle at the risk and cost of the contractor and differential expenses incurred if any will be deducted from the monthly bill of the contractor.

2.13 The contractor shall arrange for payment of Parking Fees or Toll charges required in discharging the duties as and wherever required and shall get the reimbursement of the incurred amount on claiming the same.

### **3. Special Condition**

A gestation period of three (3) months may be allowed to the successful vendor for placing the Brand New Car. Mean while during initial three months period, the vendor shall have to provide equivalent Car having equivalent capacity in good running condition for executing the service as mentioned above.

#### **Applicable Penalty :**

<b><u>Sl no</u></b>	<b><u>Details</u></b>	<b><u>Penalty in Rs per instance</u></b>
<b><u>1.</u></b>	<b><u>Late arrival beyond 30 mins 1<sup>st</sup> instance/ 2<sup>nd</sup> instance / 3<sup>rd</sup> instance</u></b>	<b><u>100/200/500</u></b>
<b><u>2.</u></b>	<b><u>Uncleanliness of vehicle 1<sup>st</sup> instance/ 2<sup>nd</sup> instance / 3<sup>rd</sup> instance</u></b>	<b><u>250 / 350 / 500</u></b>
<b><u>3.</u></b>	<b><u>Driver poor knowledge of route / bad behaviour / irresponsible / unsafe driving - 1<sup>st</sup> instance/ 2<sup>nd</sup> instance / 3<sup>rd</sup> instance. Replacement to be sought immediately after 1<sup>st</sup> instance</u></b>	<b><u>250</u></b>
<b><u>4.</u></b>	<b><u>In appropriate attire / unclean Uniform of Driver 1<sup>st</sup> instance/ 2<sup>nd</sup> instance / 3<sup>rd</sup> instance</u></b>	<b><u>100 / 200 / 500</u></b>
<b><u>5.</u></b>	<b><u>Breakdown of car 1<sup>st</sup> instance</u></b>	<b><u>250</u></b>
<b><u>6.</u></b>	<b><u>Recurrent malfunction of car</u></b>	<b><u>1000</u></b>
<b><u>7.</u></b>	<b><u>Improper maintenance of log book 1<sup>st</sup> instance/ 2<sup>nd</sup> instance / 3<sup>rd</sup> instance</u></b>	<b><u>100 / 200 / 500</u></b>

**GENERAL TERMS AND CONDITIONS**

**1. Eligibility Criteria For Techno-Commercial Bid**

- a) EMD of Rs.5,000/- (**Rupees Five Thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Kolkata]**.  
**[MSME/ NSIC registered vendors under micro and small category are exempted from submission of EMD]**
- b) Should have executed similar orders with reputed organization in the last 2 years (PO to be enclosed).
- c) Minimum average turnover of Rs.3.0 Lacs per financial year during last three years. (IT Return/Balance Sheet-P&L report/CA certificate to be submitted in this regard)
- d) PF and ESI Registration (copy to be attached).
- e) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.
- f) The bidders must have at least 1 ambulance in its fleet for ready deployment (docs of the cars should be submitted).
- g) Should be in similar business for last 3 years. (Trade license should be enclosed in the support of the claim).
- h) Bidder should not be employee of Balmer Lawrie or his/her family members (family as defined in BL Policy). [Self-declaration to be submitted]
- i) Retired employee cannot participate in the tender within 2 years of his/her retirement. [Self-declaration to be submitted]

**2. Submission Of Online Bids**

The bids should be submitted in 1[one] part titled as

[A] Technical / Commercial Bid & Price Bid

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

**3. Acceptance of offers**

- 3.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

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- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 3.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

### **4. Negotiations**

- 4.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 4.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender

### **5. Price Variation & Validity Period of Offer.**

- 5.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour (due to minimum wages and other statutory compliances) till the validity of the contract period.
6. The schedule of rates shall be all inclusive consolidated rates for providing the vehicles, cost of experienced drivers, consumables such as fuel, lubricants, tools & tackles.
  - 6.1 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the due date of submission of the tender.

### **7. Notification Of Award**

Offers would be evaluated for entire Price schedule.

Prior to the expiration of the period of Bid validity, BL will place purchase / work order or letter of intent on the successful bidder(s).

### **8. Contract Period**

The contract will be for a period of Two (2) years. If the successful vendor is new to BL, then the contract shall be awarded for a trial period of three months effective from the date of placing of vehicle as per tender terms which on satisfactory performance shall be extended for the balance period.

### **9. Performance Guarantee/Security Deposit**

Performance Guarantee/Security Deposit for ₹10,000/- [Rupees Ten Thousand only) has to be submitted in the form of a Pay Order/DD, as per prescribed format of the Company, to cover the "Risk & Cost" of any damages caused due to negligence/ mishandling of equipment/property of the Company. Security Deposit to be detained by BL till end of the Contract period and will not bear any interest.

#### **10. EMD**

The bidders should submit an Earnest Money of ₹5,000/- (Rupees Five thousand only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata which will be refunded without any interest to the unsuccessful bidders after finalisation of the tender.

In case any bidder revokes or withdraws its offer within the validity period, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. EMD of the successful bidder will be adjusted with Performance Guarantee or will be returned after submission of Performance Guarantee by the successful bidder. However, MSME/NSIC vendors are exempted from submission of EMD, but they must submit such certificate copy along with their bid.

#### **10. Payment Terms**

Payment will be made within 30 days from the date of submission of bills on monthly basis, provided the bills are correct in all respect and duly certified by Officer-in-charge of the Company. Payment shall be subject to statutory deductions as per rules in force from time to time.

#### **11. Penalty due to Non-Performance**

Any failure on contractor's part and, if it warrants the Company to arrange an outside agency to get the work done, the same will be done on "risk & cost" of the contractor. The amount, incurred by Company on this account will be recovered from the contractor's bill along with claim for any other damage the company may incur. **Additionally Rs.1,000/- would be deducted from the monthly bill per day basis in case of failure to provide vehicle as per scope of tender.**

#### **12. Sub-letting of Work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor/successful bidder.

#### **13. Indemnity & Ensuring Safety**

13.1 The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever. The company may forward the vendor any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

13.2 The contractor will be required to indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The

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bidder should adhere to all State and Central Enactments related to employment, such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the vendor. Such demand shall be settled by the vendor directly.

**14. Termination**

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

**15. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

**16. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/RHR-East/Ambulance/19-20 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**PARTICULARS OF THE TENDERER'S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>		
<b>1</b>	Name of the Tenderer			
<b>2</b>	Address of the Registered Office			
	Telephone No:	Fax No:	Mobile No.	E.mail ID:
<b>3</b>	Address of the branch / office quoting against the Tender			
<b>4</b>	Year of commencement of business			
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.			
<b>6</b>	Registration No. (Under companies Act )			
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded			
<b>8</b>	Income Tax PAN no.			
<b>9</b>	Whether copy of PAN enclosed			
<b>10</b>	Whether copy of latest Income Tax Return uploaded/submitted			
<b>11</b>	Service Tax Registration. No.			
<b>12</b>	Whether copy of Service Tax Registration certificate Uploaded			
<b>13</b>	Name of the Banker			
<b>14</b>	Whether registration under MSEME act			
<b>15</b>	In case registered under MSME provide registration number and copy of registration certificate.			
<b>16</b>	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.			

**PRICE BID - SCHEDULE NO**

**A. Tenderer should quote the rates as follows:**

<b>Sl. No</b>	<b>Particulars</b>	<b>Qty</b>	<b>Unit</b>	<b>Rates (Rs.)</b>	<b>Amount (Rs.)</b>
1	<b>“ Monthly Hire Charge”</b> on 24x7 basis	24	Month		
2	Month & year of make of Vehicle offered and Model No *				

**Note:**

[1] Rate quoted above shall be inclusive of driver charges etc Excluding GST.

[2] Above quantities in point 2 above are indicative only and may vary as per requirement. Vehicle will ply for atleast 2kms daily within BL premises during idle days.