

**THE BISRA STONE LIME COMPANY LIMITED  
(A Govt. of India Enterprise)**

**TENDER DOCUMENT  
FOR  
HIRING OF 01 NUMBER OF A/C PATIENT CARRIER AMBULANCE  
FOR  
B. S. L. Co Ltd, BIRMITRAPUR-770033**

**Name of the Tenderer:** \_\_\_\_\_

**Address of the Tenderer:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of the Issuing Officer

**Money Receipt No.**

**Dated:**

**Price of the Tender Documents Rs.590.00 (Rupees Five Hundred ninety Only)**

**THE BISRA STONE LIME COMPANY LIMITED**  
**(A Govt. of India Enterprise)**

**P.O.BIRMITRAPUR, DISTT: SUNDARGARH, ODISHA**  
**REGD. OFFICE: PLOT NO 274, GROUND FLOOR, BIDYUT MARG,**  
**SASTRY NAGAR, UNIT-4, BHUBANESWAR, ODISHA**

**CHAPTER-I**

**TENDER NOTICE**

**TENDER NOTICE NO: BSLC/PERS/23-24/Job No-08**

**DATED: 07/11/2023**

1. Sealed Tenders in prescribed format are invited from Agencies having experience in supply of Ambulance on hire basis and financial soundness for engagement of 01 no. single stretcher A/C Ambulance of Minimum 2500 CC Displacement and Maximum Engine Output 67 KW/90 BHP/3200 RPM, 2021 or later model, BS-VI Compliance, for a period of 3 (three) years. The inbuilt facilities in the ambulance should have been manufactured by the original manufacturer.

2. General Description of Scope of Work:

The Agency shall provide **01 no. single stretcher of A/C Ambulance** (manufactured by original vehicle manufacturer with in-built facilities) of **Minimum 2500 CC Displacement and Maximum Engine Output 67 KW/90 BHP/3200 RPM** to Bisra Stone Lime Company limited (BSLC) for a period of 3 years.

The agency has to provide round the clock Ambulance service (including Sundays and holidays) to BSLC to deploy within Birmitrapur City Limits as well as for out station journeys i.e. To IGH Rourkela and other places of Odisha, as per the agreed rates, terms and conditions ensuring availability of sufficient number of drivers for regular as well as temporary requirements.

3. Price Bid:-

Bidders are requested to quote their price for engage of Ambulance as per the format given in **Annexure-II** i.e. price bid (part-II)

4. Tender Submission:-

A non-transferable tender documents can be obtained from the following addresses on payment of Rs.590/- [Rupees five hundred Ninety only] in cash on any working day on or before 03.30 P.M. from 08/11/23 to 28/11/23 during Office hours and can be also downloaded from the website [www.birdgroup.gov.in](http://www.birdgroup.gov.in).

The Manager (Finance),  
The Bisra Stone Lime Company Limited,  
Birmitrapur, Dist: Sundargarh,  
Odisha – 770033

The downloaded Tender documents should be submitted along with a Demand Draft of Rs.590/- (Rupees five hundred ninety only) in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur towards cost of the same. In case of downloaded tender, the bidder has to submit an undertaking on the company's letter head that no amendment have been made in the tender document downloaded from company's website, at the time of submission of the tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.

- 4.1. Tenders in the prescribed format complete in all respects accompanied with earnest money of Rs.5, 000/-[Rupees Five thousand only] in the form of Bank draft drawn on any Scheduled Bank in favour of "The Bisra Stone Lime Company Limited", payable at Birmitrapur should reach or dropped in the tender box laying in Conference Hall of the Company on or before 29/11/23 at 03:00 PM
- 4.2. The Tender document shall be submitted in two parts i.e. **Part-I Techno Commercial Bid** and **Part-II Price Bid** in separate sealed envelopes. Both Techno-commercial bid and Price bid shall be sealed in separate envelopes with complete tender details super-scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope super scribing the Tender No. and date.
- 4.3. Tender Opening
  - a. **Part-I, Techno Commercial Bid** shall be opened in the presence of the bidders or their accredited representative at 3.30P.M on 29/11/23 in the Conference Hall of the Company
  - b. **Part –II Price Bid** of the agencies, whose Techno Commercial bid are found acceptable, shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalization of technical bids. In this respect, the decision of the company shall be final and binding on the tenderers.
- 4.4. The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.
5. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.

6. The validity of the offer shall be for 120 days from the date of opening of the Techno commercial bid.
7. Interested Parties are advised to visit the site and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.
8. Bidders are required to give an **undertaking** that they will abide by **all the terms & conditions** of the tender document as per format given in **Annexure - III**.
9. The expected date of commencement of work will be within 15 days from the date of issue of L.O.I/Work Order.
10. The contract period will be of 3 (Three) Years.

**THE BISRA STONE LIME COMPANY LTD.**

**SD/-BUSINESS HEAD**

## CHAPTER-II

### **1.0 SCOPE OF WORK**

1. The tenderer shall provide 01 no. single stretcher AC Ambulance to BSLC as per the following specifications:
  - a. **Ambulance (manufactured by original vehicle manufacturer)** with inbuilt facilities, of stretcher and associated facilities of Minimum 2500 CC Displacement and Maximum Engine Output 67 KW/90 BHP/3200 RPM latest make (not made before 2021), BS-VI Compliance should have been manufactured by the original manufacturer.
  - b. Latest Make (Not made before 2021) Ambulance [BS-VI Compliance] for a period 3(three) years.
2. In addition to the above specific requirements, the Ambulance shall have:
  - a. Necessary arrangement for fixation of Oxygen cylinder, IV administration Stand (detachable and adjustable stand)
  - b. Safety Equipments like Fire extinguisher (Dry powder type), Flood lights, Flash lights etc
  - c. Other Accessories like Fans for patients, First Aid box, Foot Step for boarding into the cabin; Roof lamp, Rotating Lamp; three cabinets to be provided for keeping emergency care equipment, dressing material, injections etc for emergency Resuscitation/revival of Patients.
3. The tenderer shall place the Ambulance as per the specification at Section 1 at the disposal of BSLC above within 30 days from the date of issue of LOI.
4. The tenderer shall provide Ambulance services round the clock for all the days (including Sundays and Holidays) to BSLC, Birmitrapur to deploy within Birmitrapur limits as well as for hospitals outside Birmitrapur within the State of Odisha as per the agreed rates, terms and conditions ensuring availability of sufficient number of drivers for regular as well as temporary requirements.
5. The Ambulance shall be made available for all the days during the calendar month and round the clock i.e 24 hours. However, one day shall be allowed for maintenance in a month, if required with the prior permission of Engineer In-Charge. The tenderer will have to make alternative arrangement on the aforesaid day.

6. Offer should be quoted for fixed hire charges in respect of one calendar month. In case the Ambulance is not provided for part of the month (i.e not for the full month) the agency shall be paid for the number of days for which the Ambulance was used. The daily rate shall be calculated by dividing monthly amount by the number of calendar days in that month.
7. The agency should give a written undertaking in the quotation itself that the Ambulance shall be made available on all days.
8. The Ambulance should **not be older than 2021 model** as on the date of opening of the techno commercial bid.
9. The agency should have valid Registration Certificate, up-to-date Road Tax payment, Insurance Certificate, etc in respect of the vehicle. The driver should have valid driving license. The offers will be considered normally on lowest rate basis. The management also reserves the right to cancel the part or whole of the Tender without assigning any reasons thereof.
10. The contract can be closed by either party by giving 45 days notice without assigning any reasons what so ever.
11. The agency shall submit the filled in tender form along with A/c. payee Bankers Cheque or D.D for Rs. 5,000/- (Rupees Five thousand only) drawn in favour of "The Bisra Stone Lime Co. Ltd." payable at SBI, Birmistrapur Branch, as earnest money deposit which shall be refundable after the successful completion of the contract. **No interest shall be paid on the earnest money so deposited.**
12. The rate quoted by the agency shall be fixed during the contractual period and no escalation in any form shall be allowed. **The contract period shall be of 3 (Three) years to be reckoned from the date of starting of the contract (Defect Liability Period-Nil). Further, the contract period can be extended at the discretion of BSLC Management upto 12 months at the existing rates, terms and conditions and the contractor shall be bound to execute the work accordingly and the offer of the tenderer is deemed to include this aspect.**
13. In case of breakdown of the Ambulance, non availability of the Ambulance or refusal of the driver to run the Ambulance beyond stipulated hours of duty, alternate arrangement will have to be made by the agency within one hour failing which alternate arrangement will be made by BSLC and the cost of hire at market rate will be recovered from the bills of the agency.

14. HSD shall be issued at the rate of 1 Liter for every 12 kms. of running. The issue of HSD will be made by our Stores department on production of log book and duly authorized requisition slip by Engineer In-Charge. No payment/reimbursement of HSD will be made thereafter. Lubricant is to be provided by the agency at their own cost and arrangement.
15. No night halt charges will be given.
16. Repair and maintenance of the Ambulance shall be to the account of the agency.
17. The agency shall engage sufficient numbers of Drivers for doing the Duty. Drivers engaged shall have valid driving License. It shall be the responsibility of the Agency to provide salaries on monthly basis, two pairs of uniform and one pair of Shoes per annum. **BSLC shall not in any way be responsible for any of the terms of employment, payment of salaries etc or any matter arising between the Agency and the Drivers.**
18. Tenders submitted in any other form are likely to be rejected and EMD will be forfeited.
19. No claim for escalation in any form will be entertained during the period of contract except for wage escalation due to revision of minimum wages by the Appropriate Govt.
20. The tenderer will abide by all statutory requirements and responsible for compliance of all statutory requirements for the employees engaged by him/her.
21. The tenderer should abide by all the laws of land applicable to such type of contract. The tenderer will ensure compliance of all Statutory requirements.
22. With regard to the execution of the work the agency will abide by the direction of the Engineer In-Charge BSLC or his authorized representative.
23. The Agency will be responsible for payment of compensation to its employees or others caused due to any accident/ incident/litigation by its employees/equipments/vehicles and the same shall be reported to Business Head of BSLC, Birmitrapur immediately. Compensation owing to an accident/litigation occasioned during or in connection with the above work shall be to the account of the tenderer and the company reserves the right to recover the same by way of deduction from the bills/security deposit.
24. The tenderer shall ensure timely filing of returns and payment of statutory dues and submit proof to the Engineer In-Charge failing which the entire amount shall be recovered from the bills/security deposit along with the expenses, interest & penalties incurred in this regard.

25. The rate to be quoted by the tenderer shall be exclusive of GST. GST shall be reimbursed extra as per eligibility at applicable rates. The tenderer shall make arrangement for payment of GST.
26. The Management reserves the right to make addition and alteration in the terms and conditions as stated herein at the time of signing the agreement, if necessary.
27. The work order is to be accepted by the tenderer within 3 days of communication of the same.
28. The tenderer will commence and complete the work as stipulated in the tender document.
29. The **job cannot be sublet/assigned in part or in whole** without the written consent of the Business Head of BSLC, Birmitrapur.
30. The tenderer shall be responsible for any adverse remarks made by the regulatory authority and comply the adverse remarks raised by regulatory authority at his own cost and risk and BSLC will not be responsible for the same in any way.
31. In case the tenderer declines to take up the work after issue of LOI, BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the contractors in such eventually, the tenderer have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.
32. The tenderer shall be responsible for obtaining all types of clearance from the statutory authority at their own expenses.
33. The tenderer shall ensure adherence to the speed limits prescribed under Schedule-8 of Motor Vehicles Act or prescribed by the conditions of the vehicle permit or as in force from time to time by the State Government, except in dire emergencies to save the life of a patient.
34. The instructions of the Engineer-In-Charge will be the integral part of the tender document.
35. The period of contract shall be initially for three years from the date of awarding the job and can be extended for further period on satisfactory performance and on absolute discretion of management.
36. The tenderer will submit monthly running bills in the office of Engineer-In-Charge in triplicate. The work done shall be verified and certified by Engineer-In-Charge and submitted for approval of Business Head. Deductions as per terms of work order or statutory



requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of bills to Engineer-In-Charge. Any variation in rates, imposition of new taxes, levies, duties, etc after the date of awarding the work order, shall be payable by the agency.

37. The **Cost of consumption of Fuel** (including GST, if applicable) will be reimbursed to the Agency by BSLC as per the following formula:

**Expenditure to be reimbursed by BSLC= (Total Kilometers run in a month/ 12) x (Cost of the Diesel per Liter on last working day of the previous month of the billing month)**

38. The Agency shall bear all the running expenditure, cost of lubricants, spare parts, taxes and duties, permit charges etc and any variation in the above, shall not entitle the Agency for claiming revision of contractual charges.
39. The agency must submit the “EYE” test reports issued by competent medical authority in respect of all the drivers engaged by the agency to Engineer Incharge before the start of operation of the contract.
40. It may be noted that the hiring charges will include the following components to each driver apart from the statutory requirement and wages:
- a. Two pairs of uniform per year per driver
  - b. One pair of shoes per year per driver
41. Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.
42. Both the parties have right to exit from this contract /agreement by **serving notice in writing of at least 90 days**. However, they will continue to be liable for their obligations during the above notice period.
43. In the event of failure to fulfill the contract terms for execution of work as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by making alternative arrangement and the company shall recover from the tenderer any additional cost involved therein.

#### 44. Force Majeure:

- If at any time during the continuation of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, epidemics, quarantine restrictions and Acts of God( hereinafter referred to as Events) and provided notice of the happening of any of the above mentioned Events occur in India is given by either party to the other within 21 days from the date of occurrence thereof, BSLC shall have the right to any claim for damages on the Service Provider/ successful bidder in respect of such non performance /delay in performance. However, in the event of BSLC having agreed, the operations under the Contract shall be resumed after such Events have come to an end / ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months and BSLC not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract. If no mutually satisfactory arrangement is arrived at within a period of three (3) months from the expiry of six (6) months referred to above, the Contract shall be deemed to have expired at the end of the three (3) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach agreement regarding the winding up and financial settlement of the Contract
- The above mentioned Force majeure events shall not include constraints which could prudently be foreseen like shortage of fuel, manpower, difficulties in making transport arrangements etc.
- The above mentioned force majeure events shall not include similar events happening in the works of Service provider / successful bidder.

In the event of strike or lock-out or any sort of obstruction of work by statutory action or any cause of whatever nature or description beyond the control of the company by nature of Force major no compensation shall be entertained by the company for the idle days and hour of plant and equipments and manpower engaged by the tenderer.

45. Any dispute of difference under or arising out of or in respect of the agreement/work order shall be referred to the Managing Director of the BSLC Ltd., Plot no. 274, Ground floor, Bidyut marg, Shastri Nagar, Unit-4, Bhubaneswar, Odisha as Sole Arbitrator and the decision of the Sole Arbitrator or his authorized representative on the matter in dispute shall be final and binding on the tenderer and the company. The arbitration shall be carried out as per Arbitration Act 1996 and Rules made there under as amended from time to time.

46. No modification and alteration of the contract/agreement is allowed during the contract period. However difficulties are experienced if any, in implementing / execution of the contract, the same can be altered / modified with the approval of the Competent Authority of BSLC.

## **2.0 CONTRACT PERIOD:**

The period of work **shall be for 03(three) Years** from the date of issue of Work Order. Further, the contract period can be extended at the discretion of BSLC Management upto 12 months at the existing rates, terms and conditions

## **3.0 EARNEST MONEY DEPOSIT:**

Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.5,000/- ( Rupees Five thousand only) in shape of Bank demand draft drawn on any Schedule/Nationalized Bank in favour of “The Bisra Stone Lime Co. Ltd.” payable at Birmitrapur. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be rejected. **The earnest money of the successful bidder shall be converted into security deposit which bears no interest.**

**Note:** - Earnest money of the unsuccessful bidder will be refunded after award of the contract.

## **4.0 ELIGIBILITY CONDITION:**

In order to qualify in the techno commercial bid of the tender, the tenderer must produce the following documentary evidence along with the techno-commercial bid.

- a. The tenderer has to provide **01 no of A/C Patient Carrier Ambulance** manufactured by **original vehicle manufacturer** with inbuilt facilities, of **minimum 2500 cc displacement and 90 bhp power** for a **period of 3 years**& must be **owner of that Ambulance** otherwise the tenderer shall be disqualified.
- b. The Ambulance should have valid Registration certificate, up-to-date Road tax payment, Comprehensive Insurance Certificate, etc in respect of the vehicles.

- c. The Ambulance **should not be older than of 2021 model.**
- d. Payment of cost of Tender document i.e. Rs.590/- (Rupees five hundred ninety) only including GST @ 18%
- e. Crossed Demand Draft of Rs.5,000/-(Rupees Five thousand) only in favour of The Bisra Stone Lime Company Ltd; Birmitrapur towards Earnest Money Deposit. Non submission of the EMD will be disqualified & liable to be rejected.
- f. Agency should submit copy of Pan Card;
- g. An undertaking, in company /firm's letter head is required regarding that the party is not debarred/blacklisted by any PSU at any point of time.
- h. A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per **(Annexure–III)**.

**Business Head**

**CHAPTER-III**  
**GENERAL CONDITION**

**1. DEFINATION:**

- a. **Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents
- b. **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC.
- c. **Name of the Tender:** Means the work to be performed by the tenderer.
- d. **Techno-commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid
- e. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the Agency.
- f. **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. **Agency:** Agency means the person or society, firm, company whose tender has been accepted by the BSLC.
- h. **BSLC:** BSLC means "The Bisra Stone Lime Company Ltd." A company incorporated in India and having its registered office in Bhubaneswar, Odisha.
- i. **Employer:** Employer means BSLC
- j. **Competent Authority:** Competent Authority means MD or any designated officer by the MD.
- k. **Taxes:** Taxes means Income Tax, Surcharge, Goods and Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.

**2. EARNEST MONEY:**

- 2.1. Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money & no interest will be paid on EMD.
- 2.2. Tender without prescribed earnest money shall be rejected.
- 2.3. Earnest money shall be refunded to the unsuccessful bidders after the finalization of the tender.

### **3. SECURITY DEPOSIT (SD):**

The earnest money deposit of successful tender shall be converted into security deposit. The security deposit shall be recovered from the bills of the Tenderers @ 5% on the running bills of the Tender. The EMD which will be converted into security deposit and deduction of security deposit from running bills shall not bear any interest. Security deposit will be released on satisfactory completion of the work & getting clearance from concerned Department. Any money due to BSLC from the agency will be recovered from the Security Deposit.

### **4. SUBMISSION OF TENDER:**

The Tender shall be submitted in parts i.e. **Part-I i.e. Techno-Commercial Bid** and **Part-II i.e. Price Bid** in separate covers super scribing on the top of the cover the name of the work for which the tender is submitted, name and address of the tenderer. Both the above covers shall be put in another covers super scribing on the top the job for which the tender is submitted along with address of the tenderer. The Tender shall be submitted to the office of the Business Head, The Bisra Stone Lime Company Limited, At/P.O.- Birmitrapur, Dist: Sundargarh (Odisha) on or before 3:00 P.M of 29/11/2023.

### **5. OPENING AND EVALUATION OF TENDER**

#### **A. OPENING OF TENDER:**

The Technical bid part-I shall be opened on 29/11/2023 after 3:30 PM in the Conference Hall of the B.S.L. Company Limited At/P.O. - Birmitrapur, Dist: Sundargarh, Odisha in the presence of the Tenderers or their accredited representatives. The date of opening of price bid shall be intimated to the tenderer whose techno commercial bids are found acceptable.

#### **B. EVALUATION OF THE BIDS:**

The Part-I Techno commercial bid: Parties who will fulfill all requisite conditions of **eligibility clause of Chapter – II** of this document, will be considered as technically qualified and may be considered for Part-II i.e. Price Bid. Price bid will be evaluated on quoted price per month and L1 bidder may be considered for awarding of work.

### **6. AWARD OF CONTRACT**

- 6.1. The company reserves the right to accept or reject any or all tenders without assigning any reason thereof.

- 6.2. Award of contract shall be made at the absolute discretion of BSLC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission.
- 6.3. BSLC also reserves the right not to accept the lowest offer.
- 6.4. The company reserves the right to accept or reject any or all tenders or distribute the work amongst different tenderers without assigning any reason thereof.
- 6.5. BSLC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.
- 6.6. The award of contract will be based on aggregated amount of total work and not on lowest rate of any items as mentioned in price bid. (Part-II).

## **7. OTHER CONDITIONS:**

- 7.1. The Agency shall have to make his own arrangement for traveling, boarding, lodging etc. to the Site including visit to the connecting office.
- 7.2. The company shall not provide any accommodation to the employees engaged for carrying out the job.
- 7.3. In case the tenderer declines to take up the work or fails to cope up with the progress of work, BSLC reserves the right to terminate the contract and forfeit the earnest money of the agency and the cost of the work he/she have done by that time. The work may liable to be rescinded.

## **8. PAYMENT & SETTLEMENT OF BILLS:**

- RA Bills: Payments against RA Bills shall be made on 15<sup>th</sup> day from submission of bill by the contractor
- Final Bills: Payments will be released within 60 days of recommendation / pass order by The Engineer In-Charge, which he will give after ensuring that all contractual requirements have been fulfilled.
- GST: The subject work ie providing of ambulance service is exempted from levy of GST vide SL no.74 of Notification no 12/2017-CGST Tax (rate) dt 28.06.2017

The tenderer will submit monthly running bills in the office of Manager(Finance), BSLC, Birmitrapur in triplicate. The work done shall be verified and certified by concerned Engineer In-charge and approved by Business Head. Deductions as per terms of work order or statutory requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of bills. Any variation in rates, imposition of new taxes, levies, duties, etc after the date of awarding the work order shall be to the agency.

#### **9. TAXES DEDUCTED AT SOURCES:**

Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.

#### **10. LEGAL & MISCELANEOUS OBLIGATION:**

- 10.1. Detailed lists of Drivers, their name & address, age proof medical fitness etc. should be submitted to the BSLC office.
- 10.2. No part of the contract shall be sublet or transfer by Power of Attorney authorizing others to receive payment on the agency's behalf.
- 10.3. Each page of the tender schedule must be signed by the tenderer as acceptance of the terms and condition before submission, otherwise the tender will be treated as invalid.
- 10.4. In the event of agency's failure to fulfill the contract terms for execution of work therein, the company reserves the right to terminate the contract by giving 30 (thirty) days' notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be recovered from the agency.
- 10.5. Submission of any forged document will attract legal action including rejection of tender or cancellation of contract suspension of business dealings at the risk and cost of the contractor if awarded.
- 10.6. The Agency shall have no claim whatsoever against the company for any loss / damage caused to it by statutory action by Statutory/Governmental Authorities or any cause of whatsoever nature or description beyond the control of the company.

#### **11. ARBITRATION:**

Except the matters stated above, all dispute and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration in accordance with the rules of Arbitration of Indian Council of Arbitration and award made pursuant to the thereof shall be binding on the parties provided that



withholding of any of the certificate, decision, opinion, direction, valuation etc. for a period of more than six months shall be referable to Arbitration and shall not be barred as excepted matter.

During pendency of Arbitration proceedings both parties will continue to discharge their respective obligations and Arbitrator will not decide whether the work will continue or not. During the pendency of proceedings no reference to Arbitration will be made relating to release of final bill after six months from the satisfactory completion of work. Arbitral tribunal will make a reasoned award. Cost of Arbitration including fees of the Arbitrator will be shared equally by both the parties. The seat of Arbitration will be Bhubaneswar ,Odisha.

Note: The Court of Rourkela & High Court at Cuttack will have the jurisdiction to address any unsettled dispute.

## **12. MODIFICATION OF CONTRACT:**

No modification and alteration of the contract / agreement will be allowed during the currency of the contract. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of the Competent Authority, BSLC.

## Annexure-I

**THE B.S.L.CO.LTD, BIRMITRAPUR**  
**PART-I-TECHNO COMMERCIAL BID**

SL NO	PARTICULARS	TO BE FILLED BY BIDDERS
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	PAN of the Tenderer	
06	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 590/-(Five hundred ninety rupees) in shape of DD in favour of "The Bisra Stone Lime Company Limited" payable at Birmiltrapur/Rourkela.	MR/BC/DD NO: Date: Drawn on: Amount:
07	Whether the agency has enclosed EMD of Rs 5,000/- in shape of crossed DD in favour of "The Bisra Stone Lime Company Limited" payable at Birmiltrapur/Rourkela.	MR/BC/DD NO: Date: Drawn on: Amount:
08	Status of the bidder [sole proprietorship / Partnership /company-private limited or Public limited] The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)	
09	Whether the tenderer is the owner of the vehicle	
10	Details of information to be furnished I. Registration number of the vehicles II. Year of manufacturing III. Road tax validity up to IV. Insurance validity up to V. In case of further requirement by BSLC, how many vehicles can you provide under same rate, term & conditions	

**THE B.S.L.CO.LTD, BIRMITRAPUR**  
**PART II -PRICE BID**

**TENDER DOCUMENT FOR Engagement of 01 no single stretcher AC Ambulance MANUFACTURED BY ORIGINAL VEHICLE MANUFACTURER WITH INBUILT FACILITIES, OF Minimum 2500 CC Displacement and Maximum Engine Output 67 KW/90 BHP/3200 RPM FOR A PERIOD OF 3 YEARS on MONTHLY HIRE BASIS IN OUR MINES AT BSLC, BIRMITRAPUR, PIN-751001**

Ref: : BSLC/PERS/23-24/ Job No- 08 , DATED: 07/11/2023

Name of the Bidder: \_\_\_\_\_

DESCRIPTION	MONTHLY HIRE CHARGES FOR 01 no OF A/C PATIENT CARRIER AMBULANCE
Offer for regular deployment of 1no. of single stretcher AC Ambulance (anywhere In India) on monthly basis for 24 hrs per day i.e. 24 hrs x 7 days as specified in the scope of work.	Rs _____ per Month.

Amount in words: (\_\_\_\_\_)

**N.B-**

- I. HSD will be issued at 1 litre for every 12 kms of running for Ambulance
- II. No lubricant will be reimbursed.
- III. Providing of Ambulance services is exempted from levy of GST vide SI no 74 of notification no 12/2017-CGST Tax (rate) dated 28.6.2017

**Seal & Signature of the Agency**

### **CERTIFICATES TO BE GIVEN BY THE TENDERER**

In response to the tender invited by you vide tender notice no Ref No: BSLC/PERS/23-24/Job No -08, DATED: 07/11/2023, I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

Certified that above mentioned particular are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by BSLC Ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. My/our price bid is based on our full understanding about the job. It is to confirm that our offer shall be valid for 120 days from the date of opening of the techno commercial bid. I/We also authorize the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

**SIGNATURE OF THE TENDERER  
WITH SEAL**

**UNDERTAKING**

(To be printed on Companies / firms Letter Head of Tenderer)

To,  
The Business head;  
The Bisra Stone Lime Company Limited,  
Birmitrapur,  
Sundergarh (Orissa), PIN-770033

**Sub: “Engagement of 01 no. single stretcher AC Ambulance of 2021 and above model of Minimum 2500 CC Displacement and Maximum Engine Output 67 KW/90 BHP/3200 RPM with inbuilt facilities manufactured by original vehicle manufacturer for a period of 3 years on monthly hire basis at BSLC, Birmitrapur”**

Ref: BSLC/PERS/23-24/ JOB NO-08 , DATED:07/11/2023

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by BSLC to abide by the general conditions and other conditions of the contract and to carry out all work as per tender, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by BSLC at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer  
With Seal

Encl: List of documents

- I. Tender document- Complete tender document signed on every page by the Tenderer with Company stamp
- II. Part-I Techno commercial Bid
- III. Part-II Price Bid

### **Pre-Qualification Criteria**

**Engagement of 01 no single stretcher AC Ambulance of 2021 and later model of Minimum 2500 CC Displacement and Maximum Engine Output 67 KW/90 BHP/3200 RPM with inbuilt facilities manufactured by original vehicle manufacturer for a period of 3 yearson monthly hire basis at BSLC, Birmitrapur**

1. The agency should have experience in providing light motor passenger vehicle such as Cars/ Jeeps/ mini vans/ Ambulances on hire basis.
2. The tenderer should have similar work experience ( i.e. providing light motor passenger vehicles such as cars/ jeeps/ mini vans/ Ambulances on hire basis) of value Rs.4,32,000/- lakhs per annum either single or multiple similar works executed during the past seven years. In case of multiple similar works, the similar work experience value in any particular financial year during the past seven years through multiple works shall be considered for arriving at the value of similar work experience. The tendered shall submit the financials year wise break-up details.

However, in case of single similar work experience submitted by tenderer pertains to more than one year, the value apportioned to the year or the value executed in any financial year, whichever is higher shall be considered.

In case, the experience (s) of the bidder is less than one year, value on “per annum” basis shall not be extrapolated and actual only will be considered.

Proof/s of the experience for the executed work, certified by the Organisation for whom the services were rendered, has to be enclosed by the Tenderer.