

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

Enquiry No: 9472300031

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER (GeM)

PART-I (TECHNO COMMERCIAL BID)

1.	Tender Ref No :	94723 00031 GeM Bid No.: GEM/2023/B/3359802
2.	Tender Type	Open Tender–Two Part (e–Tender)
3.	Name of work	SCHEDULE-1: OUTSOURCING OF NURSING SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS. SCHEDULE-2: OUTSOURCING OF PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.
4.	Location of work	BHEL Trichy (Tamil Nadu)
5.	Period of contract	Two years (24 Months) from the date of award of contract.
6.	Earnest Money Deposit (EMD): EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID “UDYAM” REGISTRATION.	
6.1	SCHEDULE-1: NURSING SERVICES	₹9,42,750 /- (Rupees nine lakhs forty two thousand seven hundres and fifty only)
6.2	SCHEDULE-2: PARAMEDICAL SERVICES	₹9,44,500/- (Rupees nine lakh forty four thousand five hundred only)
7.	Security Deposit	10% of the Contract value should be paid fully before commencement of work.
8.	Tender Document details	Technical bid pages from 1 to 55
9.	Mode for submission of offer	No physical submission of Tender. Tender only to be submitted electronically through GeM portal (https://gem.gov.in/) only.
10.	Contact details for queries related to tender	Shri K Prasath Engg / WCM; 0431 257 1573; e-mail: prasath@bhel.in Shri Dineshwar Pahan, Dy Engineer /WCM 0431-257 4564; e-mail: dineshwar@bhel.in
11.	Contact details for queries related to scope of work	Shri C Hemalatha, DGM / MEDICAL 0431-2574102, EMAIL: hemalatha@bhel.in Shri Barada Prasanna Swain, DY. ENGG / Medical 0431-2573923 EMAIL: barada@bhel.in
12.	Last Date for Receipt of Tender	16.05.2023 / 19:00 Hrs.
13.	Date of Techno Commercial Bid Opening	16.05.2023 / 19:30 Hrs.
14.	MSE benefits if applicable	Applicable
15.	Reverse auction	No
16.	Benefits to startups:	No benefits will be given to startup for this Tender

We, the tenderer, have gone through all the pages of tender document and accept the Terms and Conditions.

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Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
A	<p><u>Status of the company :</u></p> <ul style="list-style-type: none"> • Proprietorship: PAN card on owner name • For partnership firms: PAN card and PARTNERSHIP DEED • For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA. • GST Certificate (If applicable) <p>MSE Vendor – Proof as per tender condition (If applicable)</p>	Copy to be uploaded in GeM portal
B	<p><u>EMD</u></p> <p><u>SCHEDULE-1</u> OUTSOURCING OF NURSING SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS ₹9,42,750/- (Rupees nine lakhs forty-two thousand seven hundredes and fifty only)</p> <p><u>SCHEDULE-2</u> OUTSOURCING OF PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS ₹9,44,500/- (Rupees nine lakh forty four thousand five hundred only)</p> <p>(EMD for vendor quoting for more than one schedule will be algebraic sum of EMD (₹18,87,250/-) corresponding to schedule for which vendor opts to quote.)</p> <p>(Offer without EMD will be Rejected)</p> <p>(EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID UDYAM REGISTRATION CERTIFICATE).</p> <p>(SBI-eCollect / NEFT is the preferred mode of payment for EMD)</p> <p>EMD may be submitted in following ways only:</p> <ol style="list-style-type: none"> Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A2 for making EMD payment through SBI-eCollect) DD drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. Also refer clause - 8 of II. GENERAL TERMS & CONDITIONS OF CONTRACT 	<p>NEFT/RTGS PAYMENT DETAILS:</p> <p>OR</p> <p>DD DETAILS:</p> <p>(Details to be filled and documentary evidence to be uploaded in GeM portal).</p>
C	<p><u>FINANCIAL SOUNDNESS:</u></p> <p>Income tax return acknowledgement (ITR), Balance sheet and Profit & Loss statement certified by Chartered accountant (with Membership No.) should be submitted with Average annual financial turnover of ₹ 70.00 Lakhs for vendor participating in any one schedule (either schedule 1 or schedule 2) and ₹ 141.00 lakhs for vendor participating in both schedule 1 & 2, during any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.</p>	<p>Details to be filled and documentary evidence to be uploaded in GeM portal</p>

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D	<p><u>EXPERIENCE CRITERIA:</u></p> <p>1. During last 7 (seven) years i.e. since 01.04.2016 to 31.03.2023 vendor should have Experience of execution of Any Manpower supply works/ as per scope of work / Paramedical services / Nursing services / supply of medical staff in any Central / State Govt. / PSU / Private companies or Hospitals</p> <p>For vendor participating in any one schedule (either schedule 1 or schedule 2)</p> <p>a) Three similar works for a value of ₹ 188 lakhs each (or)</p> <p>b) Two similar works for a value of ₹ 236 lakhs each (or)</p> <p>c) One similar work for a value of ₹ 377 lakhs.</p> <p>For vendor participating both schedule 1 & 2</p> <p>a) Three similar works for a value of ₹ 376 lakhs each (or)</p> <p>b) Two similar works for a value of ₹ 472 lakhs each (or)</p> <p>c) One similar work for a value of ₹ 754 lakhs.</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / completion certificate /Agreement copies along with Form 26 AS/TDS certificate / bank statement for payment from the organisation for the work executed).</p> <p style="text-align: center;">or</p> <p>2. Experience in running Medical colleges/ Nursing college/Hospitals. The institutions shall have at least 80 beds and 3 years of continuous operation as on date (Certificate of registration of Establishment indicating no. of beds to be furnished. Documentary proof for continuous 3 years' operation shall be submitted)</p> <p style="text-align: center;">or</p> <p>3. Vendor shall have made PF contributions to at least 100 numbers of their workers for a consecutive period of any 12 months since 01.01.2019 (TRRN-Temporary return reference no.) copy shall be submitted in this regard</p>	Details to be filled and documentary evidence to be uploaded in GeM portal
E	Income Tax Registration (PAN) , (Copy of PAN to be uploaded)	
F	<p>GST Regn. No. (Copy of GST to be uploaded)</p> <p>Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular taxpayer.</p>	Details to be filled and documentary evidence to be uploaded in GeM portal
	% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)	
G	<p>Acceptance to Scope of work and General Terms and conditions of Contract.</p> <p>(Duly signed and sealed copy of Tender Document to be uploaded)</p>	Copy to be uploaded in GeM portal

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H	“No deviation & Declaration certificate” on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)	Copy to be uploaded in GeM portal
I	Integrity pact as per the FORMAT -1 in tender document to be duly signed and sealed with witness and copy to be uploaded	Copy to be uploaded in GeM portal
STATUTORY REQUIREMENTS		
1.	EPF Registration (Copy of EPF Registration to be uploaded)	
2	ESI Registration (Copy of ESI Registration to be uploaded)	
3.	Labour License (if available) (Copy of Labour license to be uploaded if applicable)	
Note: 1. Vendors not having ESI / EPF Reg. no. and Labour License shall immediately get registered after award of work to comply with statutory requirements. If vendor fails to get EPF, ESI reg. no. before start of work, and Labour License within 30 days from award of work EMD/SD shall be forfeited and penal action shall be taken as per extant rules of GeM.		
Note: 1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer. 2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, GeM Policy / Procedural Actions in whatsoever manner as deemed fit.		

- a) As there are two schedules (packages), the work will be awarded based on schedule wise L1.
- b) Vendors shall carefully choose for which schedules they would like to participate.
- c) Vendors can choose to bid for Schedule-1: NURSING SERVICES or Schedule-2: PARAMEDICAL SERVICES or for both schedules.
- d) In case of any disparity the choice of schedule shall be based on Choice exercised by bidder in GeM while submitting his bid and EMD submitted, which will be confirmed by BHEL during technical evaluation and BHEL decision in this regard shall be final and binding on the bidder.

e) Illustration for eligibility criteria:

Case 1; If a vendor A, wants to quote for both schedules, and he furnishes EMD of **₹18,87,250/-** He chooses both schedules online, after evaluation, if his average financial turnover is ₹141 lakhs, and if he possesses work experience of one work of ₹377 lakhs, then, as per PQR, the vendor is qualified for one schedule only, based on his preferred choice.

Case 2; If a vendor B, wants to quote for any one schedule alone, he furnishes EMD of **₹ 9,42,750/-** After evaluation, if his average financial turnover is ₹70 lakhs, and if he possesses two similar works for a value of **₹236 lakhs** each or three similar works for a value of **₹ 377 lakhs** each, then, as per PQR, the vendor is qualified for schedule which he quoted.

Case 3: If he/ she wants to quote for both the schedules, he furnishes EMD of **₹ 18,87,250/-**, After evaluation, if his average financial turnover is **₹ 141 lakhs**, and if he possesses three similar works for a value of **₹ 376 lakhs** each, (or) Two similar works for a value of ₹ 472 lakhs each (or) One similar work for a value of ₹ 754 lakhs, then, as per PQR, the vendor is qualified for both the schedule-1 & 2.
(Note: Please upload only relevant documents related to the tender on the GeM portal.)

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NOTE:-

1. SPLITTING:

No splitting for this Contract,

SCHEDULE-1(Nursing services) & SCHEDULE-2 (Paramedical Services) will be awarded to L1 separately for that respective schedule. (schedule wise evaluation)

2. REVERSE AUCTION:

No.

3. Part – II: Price Bid:

Price to be quoted in GeM portal only.

Important Instruction to Bidder: (Price Bid)

Quoted value should be inclusive of GST i.e., Quoted Value = Rate + GST amount

* please quote the value with GST amount.

4. Benefits to startups:

Benefits will not be given to startup for this Tender

5. Period of Contract:

The successful bidder/s will be awarded contract for period of **24 months**. BHEL may extend at its discretion the period of contract for a further period on the same terms and conditions mutually agreed upon.

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I. INSTRUCTIONS TO THE TENDERERS

GENERAL INSTRUCTIONS:

1. Tender only to be submitted electronically by logging to GeM portal i.e. <https://gem.gov.in/>. Physical submission of Tender shall not be accepted.
2. **EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form and Tender without EMD will be summarily rejected. EMD indicated in the Tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.**
3. **In case of offline payments, the hardcopies of EMD documents for e.g. DD to be submitted to WCM office / 24 Building 3rd Floor, BHEL, Trichy before Tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the Tender will be summarily rejected.**
4. Bidder should arrange for the EMD as specified in the Tender. The original EMD should be posted/couriered/given in person in a sealed cover **superscribing "Name of Work", "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the Tender.
5. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
6. Amount should be quoted as per the Work schedule (Price bid/Part -II). Amount quoted in any other form will not be accepted, and will be rejected.
7. The Tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the Tender (As per annexure-A3)
8. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
9. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
10. The Tender schedule, and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
11. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
12. Tender can be cancelled at any stage due to unavoidable circumstances.
13. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
14. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
15. **If the contractor back outs after opening of Tender, the contractor is liable for forfeiture of the EMD paid and penal action will be taken as per GeM GTC.**
16. BHEL reserves the right to increase or decrease the Tendered quantity.
17. BHEL does not guarantee ordering of any minimum quantity.
18. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
19. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.

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20. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
21. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
22. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
23. BHEL reserves the right to cancel the Tender or reject the lowest or any Tender in full or in part without assigning any reasons whatsoever.
24. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
25. Other than the bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- 1) **Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)** Every Endeavour is made to avoid any error which can materially affect the basis of the Tender but the successful Tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 2) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes including GST that can be offered for the intended quantity.
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- 6) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 7) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender SCHEDULE 1nd the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 8) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 9) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on GeM portal, BHEL website only (i.e. <http://www.bhel.com>,) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 10) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including GeM GTC, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 11) The contractor shall follow norms of BHEL security system for movement of men & materials within the

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complex including biometric system.

- 12) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- 13) The contractor shall strictly adhere to various labour laws in force.
- 14) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 15) Lowest prices received against BHEL Tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter alia other reasons. Tenderers shall not increase their quoted rates in case BHEL negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- 17) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappalli-14 shall be final and binding on the Contractor.
- 18) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- 19) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during Tender opening/ or at any other meeting with BHEL for the purpose of this Tender, which if found would be liable for rejection of their bid.
- 20) The rate offered shall provide for the complete cost towards labour, supervision, profits & overheads, and all other incidentals inclusive of applicable GST (As per BOQ), GST will be reimbursed on production of valid documentary proof for having paid the GST.
- 21) The works contract to be entered into with the successful Tenderer will be governed by BHEL General Conditions of Contract in force.
- 22) The Tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 23) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 24) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
- 25) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
- 26) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill.
- 27) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 28) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 29) GST will be charged on the forfeited SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 30) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
- 31) Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- 32) The offers of the Tenderer / bidders who are on the banned / Hold / Under Interim Suspension list and also the offer of the bidders, who engage the services of the banned Hold / Under Interim Suspension firms, shall be rejected. The list of banned Hold / Under Interim Suspension firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).
- 33) **The Parties who have been suspended or black listed or under interim suspension by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.**
- 34) Similarly, the offers of the bidders who are black listed or under interim suspension or suspended

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(under hold/ delist) for business dealings by BHEL shall not be considered. Please note that **their name will be removed from the list of debarred firms across BHEL** after expiry of specified suspension period as per the lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing. **Wherever suspension is lifted, a communication to this effect will be given by the concerned units to the concerned suppliers/ contractors.**

- 35) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 36) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
- 37) Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
- 38) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 39) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 40) The contractor by submitting the Tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 41) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 42) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, whichever as the case may be.
- 43) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Vendor shall furnish valid email id's in the Tender and regularly verify the same.
- 44) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 45) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 46) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

26. Signing the Tender:

- Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose

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- In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.
- BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such Tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

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SCOPE OF WORK, BILL OF QUANTITY (BOQ) & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT :

1. SCOPE OF WORK ,BILL OF QUANTITY (BOQ)

SCHEDULE -1:- NURSING SERVICES

1. NAME OF WORK:

OUTSOURCING OF NURSING SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

2. BILL OF QUANTITIES (BOQ):

- 2.1 MINIMUM MANPOWER (To be provided on all days including Sundays and holidays (730 days for 2 years). BHEL at its discretion can reduce or increase the minimum number of manpower required as per operational requirements.)

S.N.	Services Description	Minimum Manpower Requirement (Nos.) /day
a	Nursing Supervisor	04
b	Nursing Services	60
c	Assistant Administrative Officer (Supervisor)	01
Total		65

2.2 MINIMUM QUALIFICATION:

Minimum qualification for the personnel engaged against each item of services outsourced are as follows:

a. Nursing Supervisor:

- Minimum Qualification: Diploma in Nursing and Midwifery/B Sc. nursing and registered with the Nursing Council.
- Experience: Minimum Post qualification experience of 6 years

b. Nurses:

- Minimum Qualification: Diploma in Nursing and Midwifery and registered with the Nursing Council.
- Experience: Minimum Post qualification experience of 2 years

c. Assistant Administrative Service:

- Minimum Qualification: Bachelor Degree in any discipline

3. SCOPE OF WORK:

I. Nursing Supervisor:

- Supervise ward cleaning maintenance walls, Cot, Locker, Toiler, verandahs, stairs, cob-webs removal etc.
- Maintain the discipline of the workers (Staffs, Attenders, Sanitary workers, technicians)
- Checking medicines.
- Weekly checking of Linen, vessels, articles, Drugs, IV Fluid.
- Ready to perform Occasionally night duty.
- To take full responsibility of the ward.

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

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7. Patient uniform maintenance.
8. Supervise the care of the patient.
9. Health education to patients.
10. To help the Staff Nurse when required.
11. Maintenance of all records.
12. Submission of daily report to Nursing Superintendent.
13. Apart from above, any Instructions given by Nursing Superintendent.

Shift Timing:

Split Shift: (7.00 hrs. to 12.00 hrs. & 16.00 hrs. to 19.00 hrs.)

II. Nursing Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Willing to work on any shift as per roster requirement and in emergency.
2. Taking over & Handing over with full responsibility
3. Administration of SC, IM, IV Injection and Medicines to be given
4. Admission to be entered in the IP register etc.
5. Nursing care of sick patients, TPR, BP, I/O Chart, CBD Chart to be maintained
6. Writing of Diet Sheets and entering in PC
7. Giving the due Injection in Time
8. Preparing the patient for operation
9. Preparing the charts which are to be sent to operation theatre
10. Carrying out doctors' orders
11. Sending the patients to other departments with their concern
12. Sending forms for lab investigation and collecting the results from the lab and intimating to the doctors.
13. Patients complaints to be intimated to doctors in time, getting the instructions from the doctors and implementation.
14. Checking and keeping Linen, Articles, Medicines and Injection up to date.
15. Assisting the matrons and others in condemnation of linen etc.
16. Maintaining all registers properly
17. During doctor's round taking the charts and other details and implementing the doctor's instructions.
18. Separating the medicines and keeping it in the tray for 3 times. (Expiry date to be checked properly)
19. Diabetic Urine chart to be maintained
20. Writing the prescriptions & procedures in the ERNE IP book.
21. Assisting the procedures done by the Doctors (Aspiration & Tapping etc.).
22. Restricting the visitors from the ward during Non-visiting hours.
23. Helping the patient attenders to meet the physician.
24. Transfer IN & Transfer OUT of patients to be done carefully.
25. Discharge patients are to be sent after Health education & Doctors instruction.
26. Ensuring the safe disposal of syringe, cotton waste, used diapers, bio medical wastes, labour ward wastes etc. as per safety measures.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:

I Shift	:	06.00 hrs. to 14.00 hrs.
II Shift	:	14.00 hrs. to 22.00 hrs.
III Shift	:	22.00 hrs. to 06.00 hrs.

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

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Split Shift : (7.00 hrs. to 12.00 hrs. & 16.00 hrs. to 19.00 hrs.)

General Shift : 08.00 hrs. to 16.30 hrs.

III. Assistant Administrative Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Supervising the smooth functioning of the Nursing services.
2. Responsible to provide sufficient manpower during emergencies.
3. To maintain the attendance with IN/OUT punch data of all nursing services including supervisor.
4. Responsible for Maintaining discipline among nursing group and to immediately remove the nursing staffs behaving differently and to replace with suitable ones with prior intimation to the concerned authority of BHEL Hospital.

Shift Timing:

08.00 hrs. to 16.30 hrs.

SCHEDULE - 2:- PARAMEDICAL:

1. NAME OF WORK:

OUTSOURCING OF PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

2. BILL OF QUANTITIES (BOQ):

- 2.1 MINIMUM MANPOWER (To be provided on all days including Sundays and holidays (730 days for 2 years). BHEL at its discretion can reduce or increase the minimum number of Manpower.

Sl No	Services Description	Minimum Manpower Requirement (Nos.) /day
a.	Midwifery Services	04
b.	Public Health Services	01
c.	Dressers/Attendant Services	27
d.	Physiotherapy Services	02
e.	X-ray Technician Services	03
f.	Pharmacist Services	15
g.	LAB Technician Services	08
h.	Optometrist Services	01
i.	Operation Theatre Technician Services	02
j.	ECG Technician Services	01
k.	Assistant Administrative Officer (Supervisor)	01
l.	Medico Social Worker	01
	Total	66

required as per operational requirements.)

2.2 MINIMUM QUALIFICATION:

Minimum qualification for the personnel engaged against each item of services outsourced are as follows:

a. Auxiliary Nursing Midwifery (ANM):

Minimum Qualification: Qualified in the Auxiliary Nursing Midwifery course.

Experience: Minimum Post qualification experience of 1 year

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b. Public Health Visitor

Minimum Qualification: Diploma in Public Health or in Community Health Service.

Experience: Minimum Post qualification experience of 1 year

c. Medical Attenders/ Dressers

Minimum Qualification: Minimum 10th pass with paramedical certificate course from Govt. institute/ reputed institute.

Experience: Minimum Post qualification experience of 1 year

d. Physiotherapists

Minimum Qualification: Bachelor in Physiotherapy.

Experience: Minimum Post qualification experience of 1 year

e. Radiographers

Minimum Qualification: Two years' diploma in Radiography from a central Govt./AICTE recognised institute.

Experience: Minimum Post qualification experience of 1 year

f. Pharmacists

Minimum Qualification: Diploma in Pharmacy (D Pharma) and registered with the Pharmacy Council

Experience: Minimum Post qualification experience of 1 year

g. Lab Technicians

Minimum Qualification: 2 years Diploma in Medical Laboratory Technology.

Experience: Minimum Post qualification experience of 1 year

In case Lab Technicians are qualified in 1-year Diploma in Medical Laboratory Technology experience of minimum 5 years is required.

h. Optometric Assistant service

Minimum Qualification: Diploma in Optometry (2 years course).

Experience: Minimum Post qualification experience of 1 year

i. Operation Theatre Technician

Minimum Qualification: One-year Operation Theatre Technician Course.

Experience: Minimum Post qualification experience of 1 year

j. ECG Technician

Minimum Qualification: Diploma in Electrocardiogram/ Electroencephalography

Experience: Minimum Post qualification experience of 1 year

k. Assistant Administrative Service

Minimum Qualification: Bachelor Degree in any discipline.

l. Medico Social Worker:

Minimum Qualification: MSW in medical and psychiatric social work.

Experience: Post qualification experience of 1 year

3. SCOPE OF WORK:

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IV. Midwifery Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Willing to work on any shift as per requirement and emergency.
2. Taking over & Handing over with full responsibility.
3. Checking of FHS & CTG.
4. Taking Vital Signs Temperature, Pulse, BP, FHS.
5. Sterilization of instruments & Taking care of Linen & Suturing materials.
6. Bed making & Locker Cleaning.
7. To get orders from Doctors for reference.
8. To change oxygen cylinders & get indent medicines & storing things.
9. Preparation of Patient for admission & Surgery.
10. Assisting Doctors during delivery and helping for suturing etc.
11. Baby care till the Patient gets admission at SCN.
12. Post OP patient care & making the Patient to ambulate.
13. Helping the Patient for Breast feeding.
14. Helping the Staff for Infusion, IV changing and administration of medicines.
15. To get Diet & feeding the patient if needed.
16. Taking care of Linen & Other articles.
17. To take Birth forms to CHS.
18. They have to accompany the Ambulance in case if there is a call for deliveries.
19. To comply with the work assigned then and there.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:

I Shift	:	06.00 hrs. to 14.00 hrs.
II Shift	:	14.00 hrs. to 22.00 hrs.
III Shift	:	22.00 hrs. to 06.00 hrs.
Split Shift	:	(7.00 hrs. to 12.00 hrs. & 16.00 hrs. to 19.00 hrs.)
General Shift	:	08.00 hrs. to 16.30 hrs.

V. Public Health Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Conduct of clinics:
 - a. Antenatal
 - b. Child health & Vaccination
 - c. Vitamin A & F olifer
 - d. Primary complex.
2. Ward Visit:
 - a. Postnatal care & advice on child care & family planning.
 - b. AFP surveillance.
3. Monitoring pot ability of drinking water:
 - a. Bi – weekly Chlorine estimation.
 - b. Bi – monthly bacteriological examination
 - c. Monthly Chemical analysis.
4. Issue of Certificates:
 - a. For all Registered Births & Death.
 - b. Medical fitness & immunization.
5. Submission of reports to District Health Office:

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- a. Infectious diseases.
 - b. Family Planning.
 - c. Birth & Death.
 - d. Maternal & Child Health.
6. Computerization of all Records.
7. Conduct of National Health Programmes:
 - a. Filarial eradication.
 - b. Pulse Polio Programme.
 - c. Non Scalpel Vasectomy.
8. Conduct of Health Awareness Exhibitions:
 - a. Hypertension.
 - b. Diabetics.
 - c. Cancer.
 - d. Tobacco.
9. School Health Programmes.
10. Village Health Camps.
11. Psychological Counseling.
12. Drug & Alcohol De- addiction Programme.
13. Health Education.
14. Screening Programme.
15. Training & Project Guidance.
16. Health Care & Training activities.
17. House Visits.
18. Well Baby Clinics.
19. Any Program concerned with CHS.
20. Any other related work required

Shift Timing:

General Shift : 08.00 hrs. to 16.30 hrs.

VI. Attenders/ Dressers Services

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Cleaning of Bed and Bed making.
2. Cleaning of Lockers, Windows, Stools and arranging of Cots, stools and Lockers properly.
3. Getting diet for non-ambulant patient, washing their vessels and feeding them when required.
4. Attending to the personal Hygiene of patient such as Sponge bath, Combing of Hair, nail cutting, back attention & mouth attention etc.
5. Wiping and dusting of all equipment and oiling wheels of equipment.
6. Getting medicines from Dispensary / Stores and helping the staff nurse to give medicines to the patients.
7. Washing of Syringe trays, steriliser and other equipment in wards where there are no dressers and helping the nurses in sterilising the articles.
8. Assisting the Nurses during Doctors rounds and carrying out the nursing procedures like IV drip, Ice Cap, Cold Sponging and other procedures.
9. Transporting patients in wheel chairs, Stretchers to Specialist departments, bringing washed linen from Dhobi and arranging the same in cupboards.
10. Giving Enema and other procedures when dressers are absent with the guidance of the Staff nurse.
11. Folding and arranging of Linen washed by sanitary workers.

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12. Washing of Ryles tube, stomach tube, Catheters and Gloves other than those used for P.R.
13. Helping the sanitary worker during ward washing.
14. Removing used linen and putting them in the soiled linen box.
15. Intimating the Lab. regarding taking of specimen and getting reports from there.
16. Accompanying Midwife whenever there is maternity call.
17. Giving Urinal and Bedpan to non-ambulant patient when the sanitary worker is not available.
18. Getting X-rays and Lab Report.
19. Helping the sanitary worker when cleaning bed ridden patient.
20. Cleaning the wash basins in Doctors room.
21. The Staff are to be posted in round the Clock shifts. They will be used in OP during OP timings also.
22. Dressers has to perform dressing for OP patients in dressing room.
23. Any work regarding attender/dresser assigned by ward staff shall be carried out.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:

I Shift	:	06.00 hrs. to 14.00 hrs.
II Shift	:	14.00 hrs. to 22.00 hrs.
III Shift	:	22.00 hrs. to 06.00 hrs.
Split Shift	:	(7.00 hrs. to 12.00 hrs. & 16.00 hrs. to 19.00 hrs.)
General Shift	:	08.00 hrs. to 16.30 hrs.

VII. Physiotherapy Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. To attend both Inpatients and Outpatient requirements of physiotherapy.
2. To teach Physiotherapy exercises to the ortho patients.
3. Vibrometer assessment for Diabetic patients.
4. To assist and help people affected by injury illness or disability.
5. To maintain health for all ages of people.
6. Helping patients to manage Pain.
7. To assess, treat and disorders in human movement caused by injury or disease.
8. They treat all sorts of pain and medical reasons.
9. They treat for sports muscular Injuries.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:

I Shift	:	06.00 hrs. to 14.00 hrs.
II Shift	:	14.00 hrs. to 22.00 hrs.
III Shift	:	22.00 hrs. to 06.00 hrs.

VIII. Radiography Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Willing to work on any time as per requirement and emergency.
2. Entering the doctor's X-ray requisition slips in the register.
3. Preparing the patients for taking X-ray and exposing.
4. Chemical preparation work in dark room.

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5. Developing and completing the medical imaging process.
6. Preparing the films or digital on line for doctor's reference
7. Accounting of films used as per the register and maintaining the register and stock of films.
8. Fixed assets maintenance as per asset register.
9. Their validity of their license to be ensured and to be renewed accordingly.
10. To abide to the government instructions not to disclose the gender of child while helping for scanning with radiology doctor.
- 11.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:

I Shift	:	06.00 hrs to 14.00 hrs.
II Shift	:	14.00 hrs to 22.00 hrs.
III Shift	:	22.00 hrs to 06.00 hrs.
Split Shift	:	(7.00 hrs to 12.00 hrs & 16.00 hrs to 19.00 hrs)
General Shift	:	08.00 hrs to 16.30 hrs.

IX. Pharmacy Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Pharmacists should have undergone training at Government hospitals with 750 hours training in dispensing medicines.
2. They should maintain individual accounting on line after dispensing medicines, lab items, surgical items etc. to raise indents and get medicines from sub stores and to maintain receipt and issue statement every month.
3. To dispense medicines correctly against prescription.
4. To ensure the expiry date of medicines before dispensing.
5. Ensuring the supply of medicines within the law.
6. It is their duty to give instructions for every patient, how to take the medicines prescribed safe and secured.
7. The expired medicines should be separated and disposed as per safety procedures.
8. To ensure Stock maintaining and the availability of the special medicines in time.
9. Willing to work on any time as per requirement and emergency.
10. They have to renew and keep their license valid.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:

I Shift	:	06.00 hrs. to 14.00 hrs.
II Shift	:	14.00 hrs. to 22.00 hrs.
III Shift	:	22.00 hrs. to 06.00 hrs.

X. Laboratory Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. They have to collect blood samples from both inpatients and outpatients and from all wards for all sorts of clinical pathology.
2. They have to collect feces, urine, sputum for culture tests.

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3. They have to perform different types of tests on serum includes quantitative testing for the wide array of substances such as lipids, blood sugar, enzymes and hormones.
4. If any pathological testing to be carried out regarding biopsy tests they have to send the samples as per the procedures and get the results from the source.
5. To analyze the blood from blood bank suitably or compatibility testing on donor and recipient bloods during requirements.
6. They have to maintain the tests results in system for future reference.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:
 - a. 07.00 hrs. to 15.30 hrs.
 - b. 06.00 hrs. to 14.00 hrs.
 - c. 14.00 hrs. to 22.00 hrs.
 - d. 22.00 hrs. to 06.00 hrs.

XI. Optometrist Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. To help optometrist in conducting diagnostics.
2. On Optometrist advise they will dilute the eyes suitably with the prescribed drops to make the patients ready for diagnosis.
3. Measuring and Recording vision.
4. Testing eye function
5. Providing glasses after refraction.
6. Recording IOP (pressure in eye) for evaluation of patients at risk of glaucoma.
7. Duct Syringing before cataract surgery to rule out chronic dacryosytitis
8. A scan biometry for vector A/B scan axial length measurements.
9. Optical Coherence Tomography (OCT) / Fundus photo recording.
10. Low vision Testing.

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below:
 - a.) 07.00 hrs. to 12.00 hrs.
 - b.) 16.00 hrs. to 19.00 hrs.

XII. Operation Theatre Technician Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Assisting Anesthetists / Surgeon.
2. Mobilizing Patients.
3. Maintenance of Operation Theatre and Equipments.
4. Autoclaving
5. Fumigation of Operation Theatres.

Shift Timing:

07.00 hrs.to 15.30 hrs.

10. ECG Technician Services:

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The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. ECG Technicians performs ECG by attaching electrodes to a patient to trace electrical impulses transmitted by the heart.
2. ECG technicians also might perform stress tests. This involves hooking up a patient to an ECG monitor for a baseline reading and then monitoring the patient's heart while he or she exercises on a treadmill.

Shift Timing:

07.00 hrs. to 19.00 hrs.

11. Assistant Administrative Services:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

1. Supervising the smooth functioning of the paramedical services.
2. Responsible to provide sufficient manpower during emergencies.
3. To maintain the attendance with IN/OUT punch data of all paramedical services including the supervisors.
4. Responsible for maintaining discipline among paramedical group and to immediately remove the paramedical persons behaving differently and to replace with suitable ones with prior intimation to the concerned authority of BHEL Hospital.

Shift Timing:

08.00 hrs. to 16.30 hrs.

12. Medico Social Worker:

The scope of work in BHEL Main Hospital and the peripheral Dispensaries are given below:

PSYCHIATRIC COUNSELLING:

1. Dealing Psychological problem of the patient.
2. Interviewing the Patient and his/her family
3. Clinical Counseling
4. Ego Assessment
5. Ego Strengthening
6. Behavioral modification
7. Rehabilitation
8. Evaluation
9. Psychotherapy
10. Group Therapy
11. Visiting the patients in the ward
12. De Addiction Counseling & program
13. Follow up & Referral

Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. The Shift timings are given below: 08.00 hrs. to 16.30 hrs.

2. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1) Contractor's Obligations and Statutory Liability: (Sch-I: Nursing & Sch-2: Paramedical services)

1. Contractor has to deploy sufficient manpower as per above list in each services including in holidays depending on the requirement of Medical Superintendent. The work/service shall be executed as per the work instructions and to the satisfaction of Medical Superintendent, Medical Department, BHEL, Trichy.
2. BHEL indicates the deployment of minimum manpower for completion of work. Any short supply of man power will be considered seriously and suitable penalty will be imposed as per penalty clause.
3. The manpower mentioned in the tender documents are worked out from the relevant data in BHEL. The same will depend on the activities of the BHEL Hospital.
4. Contractor's Supervisor shall be single point contact for the execution of the contract.
5. Contact point for Contractor will be Chief Matron/ Administration In-charge specified by BHEL.
6. Deployment of Nurse & Paramedical staff at specific location shall be decided by BHEL hospital administration team only based on the qualification and experience.
7. Regarding No of personnel to be deployed including Sundays and holidays, communication will be given by BHEL hospital administration on the previous day.
8. Attendance will be based on biometric and work spot register.
9. In case the contractor does not engage sufficient manpower as per the requirement of Medical Superintendent or the persons engaged are found to be unsatisfactory, the Medical Superintendent shall bring the same to the notice of contractor immediately and the contractor should set right the issue within 3 days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever and in such an event, the contractor shall be liable to indemnify BHEL for the loss incurred.
10. The age of the contract workers deployed should be above 18 years and below 55 years.
11. The persons deployed should be fully available in their work spot throughout the duty time. All of them should strictly follow the medical ethics while discharging their duty and should not divulge the personal or medical details of the patients undertaking treatment at BHEL Hospital, Trichy, failing which action will be taken.
12. Contractor shall depute required supervisor/s to supervise work to be carried out by his staffs. The work shall be executed as per work instructions and to the satisfaction of Chief Medical Officer. Contractor is responsible for supervising the deployed workmen to complete the assigned tasks with quality and in time.
13. The contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work. Minimum qualification for the personnel engaged against each item of services outsourced are as per Bill of Quantity.
14. Contractor shall maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of card.
15. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
16. 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

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- to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
17. The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractor's firm / company. The uniform shall be in neat, tidy and wearable condition.
 18. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any; from the establishment of BHEL.
 19. The contractor shall observe (a) weekly off and BHEL List of Holidays. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
 20. As far as wages payable to the personnel deployed for providing paramedical services are concerned, contractors shall pay minimum wages stipulated from time to time for employment in Hospitals and Nursing Homes by the Tamil Nadu Government. The same shall be noted by the contractor from time to time and payment to his workers shall at no point of time less than these minimum rates i.e., applicable Tamil Nadu Minimum Wages.
 21. Contractor has to make PF, ESI contributions as per applicable laws in force.
 22. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
 23. Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
 24. Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
 25. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
 26. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 27. Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
 28. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
 29. Contractor shall obtain license under CL (R&A) Act, 1970.
 30. The contractor shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractor's monogram.
 31. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to BHEL, for forwarding the same to Labour Department.
 32. The contractor shall attend to all inspections notified/conducted by the BHEL, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities.
 33. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. In case of dismissal that should be intimated earlier in written to the concerned hospital authority with immediate replacement for the dismissed employee. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.

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34. All the Contractors will have to produce documentary evidence of being an Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC) shall be enclosed with the Technical bid.

2) II General Conditions (Sch-I: Nursing & Sch-2: Paramedical services)

1. Chief Matron/ Administration In-charge shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by his authorized Supervisor exclusive for this work only.
2. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
3. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason.
4. Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
5. Whenever a tender is to be finally accepted, the tenderer, whose tender is under consideration, shall attend the Office of "Issuing Officer "on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Issuing Officer" for acceptance of his tender, complete the formalities connected therewith by submission of SD etc., Failure to do so and not to commence the work within seven days or as directed from the date of intimation shall entail forfeiture of the earnest money deposited
6. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the letter inviting tender. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the quantity is liable to alterations at the discretion of BHEL.
7. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to the workmanship, removal of improper work, interpretation of the work specifications, notes, procedures etc.
8. If at any time, during the progress of work or any part of it such methods appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the Company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor. All BHEL general conditions of the contract shall be applicable.
9. Any partner / Director of the firm/Company of the contractor **banned / Hold / Under Interim Suspension list** by BHEL earlier and got registered under different company/firm name are not eligible to quote.

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10. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
11. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the labor deployed by him.
12. Contractor shall be deemed to have included in his tender price of all the charges required for the purpose of providing paramedical services connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of BHEL will ensure the completion of the work within the time specified.

3. Tender Price:

- a. Unless explicitly stated in the Tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- b. While quoting the "LUMPSUM RATE", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies, so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then submit the price accordingly
- c. The bidders are advised to quote the "LUMPSUM RATE" in terms of total charges arrived. The rate quoted in the price bid shall be inclusive of GST. GST shall be payable as applicable on actual.
- e. Lowest "rate" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

4. Applicable Contractual Variations

Within the validity or any extension of contract thereof, "**Service charge amount**" (refer Price Bid format) shall remain Firm without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary (applicable only for minimum manpower estimate and not applicable for overhead and profit) depending on the followings:

- a. Rates of basic plus VDA (subsequent to floating of this Tender), as & when notified by Govt. of Tamilnadu will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence.
- b. Rates of EPF / EPS / EDLI / ESI / Min. monthly bonus etc. (subsequent to floating of this Tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

3. PAYMENT TERMS:

- 3.1 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect.
 - I. 90 days from issue of CRAC / SDA for Non MSME
 - II. 60 days from issue of CRAC / SDA for Medium (UDYAM Certificate to be submitted)
 - III. 45 days from issue of CRAC / SDA for MSE (for Micro and Small enterprises only- UDYAM Certificate to be submitted).

If UDYAM Certificate not submitted substantiating the same, payment will be processed in Non MSME basis

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- 3.2 The Contractor should submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- 3.3 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities
 - b) Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor's statutory liability and this contract.
 - c) Any other relevant document which is required from time to time as per BHEL requirement.
- 3.4 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- 3.5 No advance may be paid for operational or any other expenses.
- 3.6 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- 3.7 Bills for every month shall be prepared by the Contractor on the basis of actual services provided with at least minimum numbers of manpower as specified by BHEL and submitted to Chief Matron for verification. Payments will be effected on actual basis after certification by the Chief Matron. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by the Contract Cell of Human Resources Management.

4. LIQUIDATED DAMAGES (LD)/PENALTY:

- 4.1 Start of services should be made by the contractor in accordance with the time schedule specified in the work order.
- 4.2 In case the services are not started on the stipulated date as indicated in the work order, BHEL reserves the right to cancel the work order and/or recover liquidated damage charges to the extent of the charges incurred by BHEL in making alternative arrangements along with penalty of Rs. 10,000/- per day for the delay period.
- 4.3 If the contractor fails to make payment of wages for all his employees through individual employees bank accounts (though EFT) within 7 days from the last day of wage period, penalty of Rs. 1000/- per day for the delay period, irrespective of number of employees in this contract. If the seventh day from the last day of wage period falls on Sunday / Holiday, payment has to be done on the previous working day.
- 4.4 If the contractor fails to make payment of ESI and PF amount to the statutory authority to his employees working in this contract on or before 20th day from the last day of wage period penalty of ₹500/- per day for the delay period, irrespective of number of employees in this contract.
- 4.5 If the contractor fails to fulfil any of the contractual obligations, seven days' notice will be issued to rectify the defect failing which BHEL shall have the right to levy penalty equivalent to 0.02% of the contract value for every defaulting week subject to a maximum of 10% and without prejudice to any other relief or compensation to which the company is entitled under the other conditions of the contract.
- 4.6 If contractor fails to supply sufficient minimum specified manpower or as instructed by BHEL on any particular day in any 24 hours (3 shift) period for any of the category, BHEL shall have the right to levy penalty and will be calculated @ 1.5 times of per day rate of corresponding category of staff and number of staff not supplied (prevailing minimum wages, DA, statutory payments) shall be deducted as a penalty.
- 4.7 Cancellation of the work order shall be at the risk and responsibility of the contractor and BHEL reserves the right to award the work at the risk and cost of the defaulting contractor.

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- 4.8 In the event of any successful Tenderers failure to fulfil any of the tender/Contract obligations as per Contract/ Agreement, BHEL may entrust the job to alternate vendor, and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the contractor who failed to complete the job in line with the Contract. The decision of BHEL will be the final in this regards.
- 4.9 The penalty will be restricted to 10% of the contract value whereas there will not be any limit for risk purchase recovery.
- 4.10 In case of any change of order value, penalty shall be subject to a maximum of 10% of the revised order value.
- 4.11 For failure to maintain biometric attendance and attendance register for staff on duty, penalty of Rs. 250/- (Rupees Two hundred and fifty only) per day will be levied.

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1. INTEGRITY PACT (IP):

1.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

1.2 The IP as enclosed with the Tender (Format-1) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

1.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the Tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the Tender issued. All such clarification/ issues shall be addressed directly to the Tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

(2)

Name: M Sudala Srinivasan Designation : Manager Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2575478 Email: mssvasan@bhel.in	Name: K Prasath Designation : Engineer Dept: Works Contracts Management Address: Bldg. 24 3 rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2571573 Email: prasath@bhel.in
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II. GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the Tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area HOD to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite Tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory

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regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in Tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (ii) Demand Draft (DD) in favor of BHEL Trichy (along with offer) or

In addition to above, the EMD in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee(BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. This means, for eg., If EMD stipulated for a Tender is ₹ 2.50 lakhs, ₹ 2 lakhs shall be deposited in any of the above (2) modes and the balance ₹ 0.50 lakhs shall be given as bank guarantee". However, if a Tender has an EMD amount equal to or less than 2 lakhs, then BG cannot be accepted for EMD. Vendor should exercise caution while taking modes of EMD for appropriate amount, as per Tender, failing which their offer is liable to be rejected.

Forfeiture of EMD / SD:

EMD by the Tenderer will be forfeited as per Tender documents if

- i) After opening the Tender and within the offer validity period, the Tenderer revokes his Tender or makes any modification in his Tender or increase his earlier quoted rates.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) If only, a part of the work included in the Tender has been awarded to the Tenderer and the Tenderer refuses to take up the work, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful Tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful Tenderers normally within 15 days of acceptance of the award of work by successful Tenderer / expiry of offer validity period.

Security Deposit (SD):

The contractor whose Tender has been accepted shall, furnish security deposit within seven (7) days of receipt of the notification of acceptance of his Tender, as indicated. **Security deposit shall be @ 10 %** of Contract value.

After issue of LOI / Work Order intimation, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action will be taken as per GeM GTC.

SD conversion of EMD:

EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Security deposit (SD):

Modes of Deposit:

The balance amount to make up the required **Security Deposit of 10%** of the contract value may be accepted in the following forms:

- j) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.

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The Bank Guarantee format should have the approval of BHEL.

Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

- The security Deposit will not carry any interest.
- Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.
- BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Collection of Security Deposit:

- LOI will be issued separately through mail, Security Deposit has to be deposited within 7 days of LOI. Else EMD will be forfeited and may also attract the provision as per GeM GTC.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Timely Submission of SD: Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

REFUND OF SECURITY DEPOSIT:

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provided by BHEL.

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST

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registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.

- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

GST will be charged on the

- 1. EMD/SD amount forfeited from the bidder at the applicable rates.**
- 2. Risk purchase amount forfeited from the bidder at the applicable rates**

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GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor”.

10. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. **Contractor should ensure that at least the prevailing minimum wages, contractors shall pay minimum wages stipulated from time to time for employment in Hospitals and Nursing Homes by the Tamil Nadu Government inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.**
Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.

While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise, payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.

7. The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.

If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

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8. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
9. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
10. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**
11. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:
 - (a) Form XIII - Register of Workmen employed by contractor
(Rule 75)
 - (b) Form XIV - Employment card issued by contractor (rule 76)
 - (c) Form XVI - Muster Roll (Rule 78(1) (a) (i))
 - (d) Form XVII - Register of Wages (Rule 78(1) (a) (i))
 - (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - (f) Form XIX - Wage Slip (Rule 78) (b)
 - (g) Form XX - Register of deduction for damages of loss
(Rule (78) (1) (a) (ii))
 - (h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
 - (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - (k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
 - (l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.

13. Precautions against Risk:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. Damage & Loss to Private Property & Injury to workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. Laws Governing the Contract:

The Indian Laws shall govern the contract for the time being in force.

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16. Cancellation of Contract for Corrupt Acts:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done /by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

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BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area.

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

19. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. Special Power to Termination:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. Post- Technical Audit of Work and Bills:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. Force Majeure Clause:

As per GeM GTC

24. Preference to Make in India:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

25. SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

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- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- d) Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.
- e) Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
 - f) Copy of PAN card.
 - g) Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
 - h) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
 - i) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

26. PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

EXTENTION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

27. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS.

1. MSE suppliers can avail the intended benefits only if they submit along with UDYAM certificate
2. Definitions of MSEs owned by Women is under:
 - a) In case of proprietorship firm, proprietor must be woman.
 - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
 - a) In case of proprietorship firm, proprietor must be SC/ST.
 - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - d) Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - i District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - ii Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - iii Revenue Officer not below the rank of tahsildar.
 - iv Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - v To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
4. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the Tender is to be submitted through GeM portal, then the above required documents are to be uploaded on the portal.

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5. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of Tender evaluation.
6. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption/preference.
7. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15 % shall be counter-offered L1 rates .(If the MSE vendors accepts the counter-offered L1 rates, then as the contract cannot be split, the full /complete supply of total tendered value shall be awarded to MSE.

28. CRITERIA FOR AWARD OF WORK:

Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties “and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the Tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the Tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. **The Evaluation currency for this Tender shall be INR.**

29. Arbitration and conciliation:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/Tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted as per GeM GTC

Appendix I

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

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FORMAT FOR GIVING CONSENT BY CONTRACTOR / VENDOR / CUSTOMER / COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL

.....
Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration. Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date

Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract).

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

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30. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

31. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

32. SIGNING OF CONTRACT:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorized in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

33. FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

34. RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

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Risk and Cost amount against balance work will be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new Tender shall not be considered for this purpose.

GST will be applicable against the Risk and cost amount.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

35. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
3. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
4. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
5. The contractor should educate his employees in registering the attendance through the system.
6. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
7. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/ security deposit of the contractor.
8. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
9. The Contractor is totally responsible for the biometric cards issued to his/her employee.
10. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

36. Notices of Accidents:

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance coverage should be for the entire period of Contract. The Contractor shall comply with the

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provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

37. Government Law's covering Under This Contract:

1. The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923 Payment of Bonus Act 1965
- g. Maternity Benefit Act, 1961
- h. Payment of Gratuity Act, 1972
- i. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- j. Equal Remuneration Act, 1976
- k. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- l. The Industrial Disputes Act 1947

3. Information technology act 2000

And any other law or modifications to the above or to the rules made there under from time to time.

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38. STATUTORY REQUIREMENTS:

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

39. REMOTE TRANSACTIONS: -

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the Tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

40. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

41. Common Terms and Conditions for Works Contract relevant to Safety:

Following points shall be ensured for the safety of contract employees:

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age."
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.

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2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers. Such colour shall be distinct from the colour of BHEL employees uniform.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance – e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

Work Permit Instructions: -

1	Work at height	Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
2	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space.

Equipment's:

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.

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2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires / cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

V. Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System.

VI. Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the users:

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions.

It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

42. Compensation Clause:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial

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operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites

c) Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)

(ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923".

43. PF & ESI Clause:

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act. The contractor has to pay the previous months applicable ESI & PF amount in the respective employee account before 20th of every month.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Security Department by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Security Department along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.
- IV. In the event of Contractor engaging any labourer other than his permanent employee for the purpose of providing the required services to BHEL, the Contractor should obtain clearance from HR-Contract Cell by submitting copy of proof of payment of statutory payments i.e., applicable Minimum Wages notified by State Government from time to time along with PF, ESI, Wage and Attendance Register.

44. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

45. Conflict of interest among Bidders/ Agents.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive to the detriment of procuring Entity's interest. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative / agent for purpose of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved.

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- However, this does not limit the inclusion of the components/ sub-assembly / assemblies from one bidding manufacturer in more than one bid; or
- f) In case of agent quoting in offshore procurements, on behalf of their principle manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent / dealer. There can be only one bid from the following
 - 1. The principle manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;
 - g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one nit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business / management units in same similar line of business.

46. INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:

As per GeM GTC

47. RESOLUTION OF DISPUTES BETWEEN CPSE & GOVERNMENT DEPARTMENTS:

In the event of any Disputes or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government departments/ Organizations (excluding disputes relating to railways, Income Tax, Customs and Excise departments). Such disputes, any difference shall be taken up with by either party for its resolution through AMRCD as mentioned in DPE OM No: 05/0003/2019-FTS 10937 Dated 14Th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

48. Bidders under suspension of Business at BHEL

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”

If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

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ANNEXURE-A1

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work:

Enquiry no.....

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi-Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted amount in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust any advance/ loan / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid ONLY through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.
10. We will obtain and submit Labour License (As applicable) within 30 days from award of work.
11. I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

ANNEXURE-A2

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EMD PAYMENT VIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirappalli and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.

1. In the next page, take print out of receipt.

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ANNEXURE-A3

The tender must be signed digitally / physically by Proprietor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I/We do hereby make, nominate, constitute and appoint Mr, whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

.....
vide Tender Enq No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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ANNEXURE-A3

PROFORMA OF BANK GUARANTEE

(in lieu of EARNEST MONEY)

(On non-Judicial stamp paper of appropriate value, should be valid for a period of at least six months from the date of tender opening)

Bank Guarantee No.....

Date.....

To

Bharat Heavy Electricals Limited
High Pressure Boiler Plant, Tiruchirappalli – 620014

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender, Enquiry No..... (Tender Reference) M/s.....(vendor name) having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of (Name of work) invited by Bharat Heavy Electricals Limited through its Unit, High Pressure Boiler Plant, at Tiruchirappalli – 620014

The Tender Conditions provide that the Tenderer shall pay a sum of Rs (BG Amount in words and Figures) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of (BG Amount in words and Figures) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, We, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of(BG Amount in words and Figures) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (BG Amount in words and Figures)

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We, Bank, further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said -renderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said -renderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

Enquiry No: 9472300031

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including..... (Six months from the date of tender opening) and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the (Six months from the date of tender opening) we shall be discharged from all liabilities under this Guarantee.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

WeBank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (BG Amount in words and Figures)
- b) This Guarantee shall be valid up to.(Six months from the date of tender opening)
- c) Unless the Bank is served a written claim or demand on or before (Six months from the date of tender opening) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of issue.....

1. Details of the Invitation to Bid/Notice Inviting Tender
2. Name and Address of the Tenderer
3. Details of the Work
4. Name of the Employer
5. BG Amount in words and Figures
6. Validity Date
7. Date of Expiry of Claim Period

Note:

The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee

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PART-II (PRICE BID) For Reference and Price break up

(BILL OF QUANTITIES)

(No value/rate shall be quoted here. Quote based on this BOQ should be given only in GeM portal portal)

SCHEDULE 1: - NURSING SERVICES

SL No	Description	UOM	Min staff per day	No of days	QTY (a)	Minimum Basic wage + DA (Per day)	Bonus (Basic+ DA) 8.33 %	Esi @ 3.25 %	PF @ 13%	Per day wage inclu. of (Basic+ DA+ESI+Bonus +PF) (b)	Total estimated wages in Rs. (c = a x b)
1	Nursing Services	NO	60	730	43800	838.20	ESI & Bonus are not considered for monthly pay more than Rs.21,000/-		108.97	947.17	4,14,86,046.00
2	Nursing Supervisor	NO	4	730	2920	897.31			116.65	1,013.96	29,60,763.20
3	Assistant Administrative Services (Supervisor)	NO	1	730	730	838.20			108.97	947.17	6,91,434.10
(A). Total value towards payment of Minimum wages, PF ESI and Bonus (₹)											**4,51,38,243.30
(B). Service charge amount (Minimum 3.85% on (A))										
(C). Applicable GST % on (A)										
lump sum offer value (Total value is sum of (A) Total value towards payment of Minimum wages, PF ESI and Bonus (₹) + (B) Service charge amount + (C) Applicable GST on (A))										

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

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SCHEDULE 2: - PARAMEDICAL SERVICES

SL No	Description	UOM	Min staffS per day	No of days	QTY (a)	Min Basic wage + DA (Per day)	Bonus (Basic+ DA) 8.33 %	Esi @ 3.25 %	PF @ 13%	Per day wage inclu. of (Basic+ DA+ESI+Bonus+PF) (b)	Total estimated wages in Rs. (c = a x b)
1	Midwifery Services	NO	04	730	2920	794.89	56.60	25.83	103.34	980.66	28,63,527.20
2	Public Health Services	NO	01	730	730	794.89	56.60	25.83	103.34	980.66	7,15,881.80
3	Dressers/Attendant Services	NO	27	730	19710	723.97	51.55	23.53	94.12	893.17	1,76,04,380.70
4	Physiotherapy Services	NO	02	730	1460	897.31	ESI & Bonus are not considered for monthly pay more than ₹ 21,000/-		116.65	1,013.96	14,80,381.60
5	X-ray (Radiography) Technician Services	NO	03	730	2190	838.20			108.97	947.17	20,74,302.30
6	Pharmacist Services	NO	15	730	10950	794.89	56.60	25.83	103.34	980.66	107,38,227.00
7	Medical LAB Technician Services	NO	08	730	5840	794.89	56.60	25.83	103.34	980.66	57,27,054.40
8	Optometrist Services	NO	01	730	730	794.89	56.60	25.83	103.34	980.66	7,15,881.80
9	Operation Theatre Technician Services	NO	02	730	1460	747.58	53.23	24.30	97.19	922.30	13,46,558.00
10	ECG Technician Services	NO	01	730	730	794.89	56.60	25.83	103.34	980.66	7,15,881.80
11	Assitant Administrative Services	NO	01	730	730	838.20	ESI & Bonus are not considered for monthly pay more than ₹21,000/-		108.97	947.17	6,91,434.10
12	Medico Social Worker	NO	01	730	730	838.20			108.97	947.17	6,91,434.10
(A). Total value towards payment of Minimum wages, PF ESI and Bonus (₹)											**4,53,64,944.80
(B). Service charge amount (Minimum 3.85% on (A))										
(C). Applicable GST % on (A)										
lump sum offer value (Total value is sum of (A) Total value towards payment of Minimum wages, PF ESI and Bonus (₹) + (B) Service charge amount + (C) Applicable GST on (A))										

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Note: Do not write any amount/ values here. (Quote should be given only online in Gem Portal).

Note:

1. **Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period / Contract contract finalization period will be reimbursed/ adjusted based on actual payment made to contract labours. Service charges will not be applicable on such additional amount.
2. Bidder shall quote **lump sum offer value** in GeM = (A) Total value towards payment of Minimum wages, PF ESI and Bonus (₹) + (B) Service charge amount + (C) Applicable GST on (A)
3. Bidder has to quote lumpsum amount with service charge of Minimum 3.85% on total estimated wages. Any lumpsum amount quoting with service charge percentage lesser than 3.85 % will not be considered for further processing.
4. The service charge amount shall remain firm during entire contract period. Total Service charge amount shall be inclusive of all expenses towards consumables, PPE, Medical staffs, Administrative/ Operational charges and all other incidental charges etc. for execution of this contract
5. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders subject to lumpsum amount with service charge of Minimum 3.85%. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by random algorithm of GeM portal or draw of lots, in the presence of the respective L-1 bidder (s) or their representatives (Ranking will be done accordingly). BHEL's decision in such situations shall be final and binding.
6. Bidder has to calculate the total rate inclusive of GST % and quote the total lumpsum value in the respective schedule.
7. The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, with applicable GST. Applicable GST% shall be indicated, separately as required in tender. Goods & Service Tax (GST) will be paid extra on production of documentary evidence.
8. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity.
9. Rate for individual items of BOQ will then be arrived by BHEL, based on the service charge amount arrived from quoted lumpsum amount.
10. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
11. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and Conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied with Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
12. No other pre conditions along with your offer will be entertained by BHEL.
13. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.

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Enquiry No: 9472300031- GEM/2023/B/3359802.

FORMAT-1

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract's for 'OUTSOURCING OF CATERING AND HOUSEKEEPING SERVICES FOR KAILAS & ROCKFORT HOUSES AT BHEL TRICHY AND TRANSIT FLAT AT CHENNAI FOR TWO YEARS'.

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s)

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

Enquiry No: 9472300031- GEM/2023/B/3359802.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

NAME OF WORK: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.

Enquiry No: 9472300031- GEM/2023/B/3359802.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the principal

For & On behalf of the Bidder/Contractor

Place: Trichy

Date:



K. PRASATH
Engineer

Works Contracts Management
BHEL, TRICHY - 620 014.

(Office Seal)

Witness: (Name & Address)

Witness: (Name & Address)



M. SUDALA SRINIVASAN
Manager
Works Contracts Management
BHEL, TRICHY - 620 014.

TECHNICAL BID FORM (PART-I)				
Ref : Enquiry No. - 9472300031				
GeM Bid No.: GEM/2023/B/3359802				
Name of Work: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.				
Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for more details.				
Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
1	Name of the Enterprise/ Company/ Firm			
2	BHEL VENDOR CODE (IF ANY)			
3	Address of the Firm/ Company			
4	Landline/Mobile number(s)			
5	E-mail Address			
6	CONTACT PHONE			
7	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Tender document)		ATTACH	IF APPLICABLE
8	Qualifying Criteria:			
A	Proof of Status of Enterprise/ Company/ Firm : - AS APPLICABLE: ●Propreitorship:- PAN/GST registration ●Partnership:- Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished), ●Pvt Ltd./Public Ltd./Public sector/Govt Orgn.:- Certificate of Registration/Memorandum of Association & Articles of Association]] (Copy to be uploaded in EPS portal)		MANDATORY	
B	SCHEDULES OPTED BY BIDDER, (BIDDERS SHALL EXERCISE THEIR CHOICE ONLINE IN GeM PORTAL AND FURNISH REQUISITE EMD - BHEL DECISION IN THIS REGARD SHALL BE FINAL) (EMD Amount: ₹9,42,750/- for SCHEDULE-1 and ₹9,44,500/- for SCHEDULE-2 as per Tender document or Submit valid UDYAM registration certificate.)	Write QUOTED / NOT QUOTED (TO BE CONFIRMED BY BIDDER)	MANDATORY	EMD Amount (Rs.)
	SCHEDULE-1: OUTSOURCING OF NURSING SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.			
	SCHEDULE-2: OUTSOURCING OF PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.			
	TOTAL EMD to be furnished as per choice opted by bidder			₹
C.	FINANCIAL SOUNDNESS: Income tax return acknowledgement (ITR), Balance sheet and Profit & Loss statement certified by Chartered accountant (with Membership No.) should be submitted for any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22; For qualifying, Average annual financial turnover for respective schedules, refer Tender Document.		MANDATORY	
D	PROOF OF EXPERIENCE: Similar work experience certificates shall be submitted as per Tender document maximum 3 works. (Copy to be uploaded in GeM portal)		MANDATORY	
E	Income Tax Registration (PAN NUMBER) (Copy to be uploaded)		MANDATORY	
F	GST Regn. No. (Copies to be uploaded)		MANDATORY	
	% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)	_____ %	MANDATORY	TO BE FILLED
G	Acceptance to Scope of work and General Terms and conditions of Contract. (Digitally/ Physically Signed copy of Tender Document to be uploaded)		MANDATORY	
H	No deviation & Declaration certificate (Copy to be uploaded as per Annexure-A1 on bidder's letter head only)		MANDATORY	
I	Integrity pact (Copy to be uploaded as per FORMAT -1 in tender document to be duly signed and sealed with witness)		MANDATORY	
J	ESI Registration No. (Copy to be uploaded)		MANDATORY	
9	PF Registration No. (if any)		ATTACH	IF AVAILABLE
10	Labour License Registration No. (If any)		ATTACH	IF AVAILABLE
11	NEFT BANK FORMAT (If applicable)		ATTACH	IF APPLICABLE
12	In case of bid submitted by partnership firm, PAN of all partners to be uploaded. (Copy to be uploaded in GeM portal)		ATTACH	IF APPLICABLE
13	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. GeM.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. (To be agreed by bidder)			

TECHNICAL BID FORM (PART-I)				
Ref : Enquiry No. - 9472300031				
GeM Bid No.: GEM/2023/B/3359802				
Name of Work: OUTSOURCING OF NURSING SERVICES AND PARAMEDICAL SERVICES FOR BHEL MAIN HOSPITAL AND PERIPHERAL DISPENSARIES AT BHEL TRICHY FOR TWO YEARS.				
Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for more details.				
Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
14	Offer should be submitted as TWO part bids (Techno-commercial bid + Price bid) in the GeM portal. Sufficient notice would be given by BHEL for corrigendum / extensions and it will be published in following websites,https://gem.gov.in/, http://bhel.com, http://eprocure.gov.in After the scrutiny of techno-commercial bids, the price bids of only techno-commercially qualified offers will be opened with prior intimation. (To be agreed by bidder)			
15	Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- signing & encryption). Bidders are advised to go through the FAQ available in the GeM portal. DSC shall be registered for the authorized person and all transactions done using that DSC against tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. (Kindly intimate the authorized person name, email for registering DSC with BHEL to participate in GeM-tenders). (To be agreed by bidder)			
16	Declaration for website downloaded and non-tampering of tender document: I/We hereby declare that I/We have downloaded the Tender Document from the website https://eprocurebhel.co.in and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation. (To be agreed by bidder)			
17	I / We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. (To be agreed by bidder)			