

VOLUME - IA

Technical Conditions of Contract (TCC) for “Hiring of one (1) AC Ambulance with standard facilities, driver and one male nurse staff”

FOR

IOCL Paradip-Standby SRU (525TPD) Train
project

BHARAT HEAVY ELECTRICALS LIMITED

Technical Conditions of Contract (TCC) for “Hiring of one (1) AC Ambulance with standard facilities, driver and one male nurse staff”

	Technical Conditions Of Contract (TCC) PROJECT ENGINEERING & SYSTEMS DIVISION HYDERABAD			Ref No: HY/PE&SD/Projects/TCC/2020-21/Ambulance/01	
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.		TECHNICAL CONDITIONS OF CONTRACT (TCC) FOR “HIRING OF ONE (1) AC AMBULANCE WITH STANDARD FACILITIES, DRIVER AND ONE MALE NURSE STAFF” FOR IOCL PARADIP-STANDBY SRU (525TPD) TRAIN PROJECT			
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Volume IA
Part I
Contract specific details

Chapter I- Project Information

1.0 Project Details			
1	Customer	:	IOCL, Paradip, Odisha
2	Project Information	:	IOCL Paradip-Standby SRU (525TPD) Train project
3	Location	:	Paradip, Odisha
4	Address Detail	:	IOCL, Paradip, Jagatsinghpur District, Odisha, India
5	Nearest Railway Station	:	Paradip Railway Station
6	Road Approach	:	118KM from Bhubaneswar via Cuttack and NH 53
7	Nearest Air Port	:	Biju Patnaik Airport, Bhubaneswar, Odisha, 125KM
11	Ambient Air Temperature (Average)	:	a) Maximum : 39 ⁰ C b) Minimum : 16 ⁰ C
12	Average Relative Humidity	:	71 %
13	Climatic Condition	:	Tropical Climate

Bidder is advised to visit the project site and appraise himself about the local conditions and infrastructure available in the area for fulfilling their commitments under the contract. BHEL will not admit any claims whatsoever on account of Contractor’s non-familiarization of local conditions.

Chapter II- Scope of Work and Supply

1.0 Scope of work:

1. BHEL, PE&SD is in requirement of 1 (One) non AC Ambulance, similar to 1066, should not be older than year 2016, make of Swaraj Mazda/ Tempo Traveller/ equivalent model for the use at IOCL Paradip-Standby SRU (525TPD) Train project, Odisha @24 hrs./day on all days (including Holidays & Sundays).
2. Ambulance shall be for the use of IOCL SRU, Paradip project site and BHEL site field hostel. The average km run per month for this Ambulance shall be approximately 1500 km.
3. The Ambulance shall have all the equipment mentioned in Annexure-I. The Ambulance shall be supplied with 1 Driver along with 1 Qualified medical technicians (Male Nurse) (trained preferably in BLS- Basic Life Support and ACLS- Advanced Cardiac Life Support) in each shift i.e. 06:00 Hrs to 14:00 Hrs, 14:00 Hrs to 22:00 Hrs & 22:00 Hrs to 06:00 Hrs Per day for a period of two years.
4. The vehicle, driver and medical technicians (Male Nurse) shall remain available all the times as per Duty Roster and shall not leave place of Duty from assigned Ambulances without prior permission of controlling Authority of BHEL Site management.
5. The Contractor/Agency shall provide names, address of the drivers along with their Driving License copies within one week of the award of the contract. Driver engaged should be nonalcoholic/nonsmoking/non addictive to drugs and he should of age between 18 to 50 Years.
6. The Contractor/Agency / authorized representative and all the drivers and medical technicians (Male Nurse) should be equipped with round the clock communication facility (mobile etc.). This information shall be provided to the contract-executing officer.

2.0 Scope of supply

1. Contractors in possession of at least 1 no Ambulance as mentioned above can take part in the tender by submitting all the relevant documents at the time of submission of tender.

Ambulance shall be in the name of Contractor only. Ambulance on partnership deeds/on power of attorneys/authorizations and on lease basis are not accepted.
2. Each Ambulance has to be provided with Equipment as per Annexure-I.

Chapter III- Special Terms & Conditions

Special Terms & Conditions

1. The fuel cost of ambulance shall be paid as per actual consumption as certified by BHEL Engineer. Any variation in fuel cost shall be borne by contractor himself.
2. The Year of Manufacture of Ambulance shall be 2016 or later Models only and the Ambulance shall be in perfect working condition.
3. Once the contract is awarded, the Ambulance shall be brought for inspection along with the original documents (as mentioned below) as per the Date & Time mentioned in the Work Order / Letter issued by BHEL Site management.
4. The following documents (applicable and valid) need to be submitted before the work commences.
 - i) Registration Certificate
 - ii) Driving License
 - iii) Comprehensive Insurance
 - iv) Pollution Certificate
 - v) Permit
 - vi) Road Tax
 - vii) Fitness Certificate
 - viii) Police Verification Certificate of Drivers and Technicians.
 - ix) Proof of qualification for medical technicians (Male Nurse)
5. If any of the above certificates is expired during the contract period, the same shall be renewed and copy shall be submitted to Contract Executing officer in Hospital Administration Department in time.
6. Once the Contract is finalized, the Ambulance shall be at the operational disposal of BHEL for the entire contract period.
7. In case of any change in the contact details of either the Contractor/Driver, the same shall be reported to Site management. All the correspondence will be done as per the available contact details only.
8. The firm must submit the copy of Pollution Control Board's Certificate for Ambulance Vehicles for conforming to Pollution norms as per the Transport Department of Government of Odisha. Pollution Under Control (PUC) Certificate is compulsory and is mandatory as per Central Motor Vehicle Rule-1989. The Service Provider/agency for its deputed Ambulance Vehicle is liable for obtaining and providing of PUC Certificate every Six Months period for strict compliance of said Central Motor Vehicle Rule-1989 for running of 24 x 7 Ambulance Services for BHEL Hospital. In case of New Ambulance Vehicle deputed for said 24 x 7 Ambulance Services, as per Central Motor Vehicle Rule-1989, first time PUC validity is for One-year period.

Chapter IV- Specific information for vendors

1. The contractor has to quote basic rate per month equipped with all the instruments as per Annexure I along with 1 driver and 1 Qualified Medical Technician per shift for ambulance per day for a period of 24 months for upto 1500 Kms for Sl.No 1 in Price bid format.
2. The Transport Contractor should ensure that the Ambulance drivers shall meet the following:
 - i) Minimum of 2-year experience of driving vehicles with proof of valid license.
 - ii) Maintain Dress Code (driver with Blue pant & Blue Shirt and technician with White pant & White shirt), Strict Discipline, punctuality and keep the vehicle always neat and clean.
3. The Contractor shall maintain regular contact with the designated employee of BHEL and shall interact on matters relating to the work awarded under this contract.
4. No other person except Contractor's authorized representative will be allowed in BHEL project site premises.
5. Within BHEL project site premises, the Contractor's personnel should not do any work other than the normal duties allotted by BHEL Authorities.
6. Transport Contractor should provide Cell phone at Contractor's cost to the drivers to facilitate communication for taking duties on day to day basis and at the time of emergencies / breakdowns / accidents and any other important message to be passed to the contractor or to BHEL staff.
7. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations.
8. Contractor is solely responsible for payment of wages / salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
9. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.
10. The contractor shall make available similar relief Ambulance immediately in the event of any break down/accident. Such relief Ambulance shall be in good running condition and should meet all the requirements as per NIT.
11. Transport Contractor to obtain insurance covered for his employees and shall take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage of his property and or his employees.
12. Contractor shall be directly responsible for providing necessary staff like licensed drivers and qualified medical technicians (Male Nurse) with the prescribed uniform. He will also be responsible for their courteous behavior towards BHEL & IOCL authorities.
13. The Ambulance shall be registered; duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost. Transport Contractor will be fully responsible for the safe movement of the Ambulance users.
14. The Transport Contractor should abide by the IOCL's Security rules and shall provide Safety PPEs (Personnel Protection Equipment) to the Drivers.
15. The Transport Contractor shall ensure that Ambulance employed under this contract agreement is/are covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Ambulance by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.
16. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to Transport operations done by the Transport Contractor such loss, damage or

compensation shall be paid by Transport Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.

17. In case of any suit or legal proceedings arising under this contract, the court of Sangareddy (Sangareddy District) Telangana only shall have the jurisdiction.
18. The Contractor is directly responsible for injuries / death of occupants or other users arising due to accident or otherwise of Ambulance during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the Ambulance arising out of accident of the Ambulance for performing contractual obligations.
19. The Transport Contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
 - i) All claims for injury or damage to any person, property caused by his negligence or negligence of his employees while on operations
 - ii) Failure in observance of labour and industrial laws by the contractor.
 - iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract incurred by contractor.
 - iv) All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the Transport contractor, their workmen servants or agents shall be recovered from contractor.
 - v) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
20. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm o the provisions of the said act in regard to such accident.
21. Any amount recoverable from transport contractor towards the loss / damage will be recovered from the outstanding payments due or from the security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
22. BHEL reserves the right to refuse / engage the Ambulance if the driver or the Ambulance engaged does not confirm to any of the regulations of MV Act or OMV Rules or blacklisted contractor of BHEL, Hyderabad – 502 032.
23. The contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms & conditions of this agreement.
24. The Transport contractor shall submit his bills on 5th day of the following Month. The trips will be authorized by the BHEL site Administration. In case the bills are not submitted by 5th of the following Month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the Contractor mentioned in RC Book on whose name it is registered.

25. The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
26. Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of Security Deposit but also to appoint other Transporter at the risk and cost of the contractor.
27. Not used.
28. 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 anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
29. Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason.
30. Non-compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.
31. The Contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
32. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 Hrs. of the happening of such an accident intimate in writing to the company official in-charge of the work.
33. Wherever, BHEL / Company standards are mentioned, they shall be strictly followed.
34. Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.
35. All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
36. Not used.
37. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render in-operative the service of any notice, letter or other communication upon the contractor personally.
38. Price bids should not contain any written content other than the quoted prices. Even if any content is written, it shall not be considered.
39. Contractor shall be responsible for arranging gate pass of vehicle, drivers, medical technicians (Male Nurse) from IOCL's administration.
40. Contractor shall be responsible for accommodation, food and travel etc. of drivers, medical technicians (Male Nurse).

41. General layout:

The ambulance must be adapted to the country and the work site; In addition, it will provide:

- i) Medical staff can work in standing position, when equipped for resuscitation
- ii) The ambulance frame should have air conditioning (and/or heating) and be well ventilated,
- iii) The ambulance is shared in two parts: the treatment section will be separate.
- iv) In order to ensure vehicle efficiency, qualified personnel shall perform the prescribed preventive maintenance and record any services carried out. Fuel must be available 24/7.
- v) Vehicles shall be parked in shaded areas.

42. Specific layout: All the ambulance must be equipped with:

- i) Warnings flash light and sirens, specific and reflective colors, easily recognizable by everybody on site and outside the site
- ii) Seat belts on any places in the front of the ambulance (drivers) and behind for the medical team,

43. Inner Dimensions of the ambulance(as per Indian Legislation)

- 1. Minimum Patient Compartment Length: 2700 mm.
- 2. Minimum Patient Compartment Width: 1500 mm.
- 3. Minimum Patient Compartment Height: 1500 mm from floor to ceiling.

44. Non-Medical Equipment:

- i) Communication equipment: GPS cellular phone and radio (VHF) or satellite phone (when allowed by the local regulations- licenses)
- ii) Emergency light and siren

45. MEDICAL EQUIPMENT: The equipment to get fit the patient (stretcher, splints...) could be stay in the ambulances 24/7.

a) Medical Furniture:

- i) Emergency stretcher + appropriate ramp
- ii) Fridge compartment for storage of medicines and drugs
- iii) Lockable cupboards for storage of medical equipment, consumables and medicines
- iv) with the list of content clearly visible for each cupboard
- v) Infusion stand + serum basket

b) Diagnosis equipment (In the Emergency bag)

- i) Diagnosis set for examination: stethoscope, blood pressure cuff, thermometer; otoscope, peak- flow meter, pocket lamp, reflex hammer... + related consumables
- ii) Electrical suction unit + consumables / batteries + manual suction unit
- iii) Mini laboratory equipment: Glucometer + consumables / batteries, Hemocue® + consumables / batteries + hemostatic tourniquets
- iv) Portable automatic external defibrillator (AED) + consumables / batteries and/or portable multi-parametric monitor (cardiac monitoring, BAP, oxymetry) + external electro-systolic pacemaker function and manual defibrillator + consumables / batteries
- v) Oxygen portable bottles fitted with regulator (2 outlets, one high pressure for the ventilator and one low pressure) + system to fix bottles

c) Treatment equipment (In Emergency packs)

- i) Back board, bucket, vacuum mattress... adapted to the ambulance stretcher
- ii) Evacuation chair
- iii) First Aid pack
- iv) Resuscitation and tracks pack
- v) Trauma pack and dressings

- vi) Small immobilization equipment: splints, cervical collars,
- d) **Hygiene, Disinfection and Waste**
 - i) Disinfection wipes and product for medical equipment,
 - ii) Soap and paper dispenser
 - iii) Waste segregation and needles boxes

46. **CONSUMABLES EQUIPMENT**

a) **Treatment consumables stores in the ambulance and/or in emergency bag**

- i) Bandages & dressings consumables - adhesives plasters, tapes, stretch tape, absorbent dressing / underpads, sutures, gauzes, gloves, all in different sizes and types.
- ii) Burn care emergency kits: Sterile sheets, sterile compresses, sterile wear (coat, calots, masks and gloves), foil blanket, and Waterjel® or other burn wrap.
- iii) Catheters injection tubes and drains for venous, urinary, digestives and tracheal tracks injection supplies syringes, needles, infusion set different sizes and types.
- iv) Oxygen supplies = Guedel® cannula, oxygen mask and sprongs rapid intubation track combitube® - Fastrack®, resuscitator connector + mask + balloon different sizes.

b) **Other consumables**

- i) Beds linen and blankets, single use or not depending on the site,
- ii) Foil blanket = Metaline® - instant ice pack first aid consumables
- iii) Single use alcohol-tests

- c) **MEDICINES AND DRUGS:** The list of medicines and drugs will be determined by the medical staff of the medical facility and kept stored in the clinic in a dedicated bag ready to go.

Chapter V- Time Schedule

5.1 TIME SCHEDULE

5.1.1

The contract shall be for a period of 24 months from commencement of work/ services at site. Hence, the rates quoted by the bidder shall remain unchanged during the period of contract.

5.1.2

During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL and the program of milestone events.

5.1.3

The work shall be commenced on the mutually agreed date between the bidder and BHEL engineer. The decision of BHEL in this regard shall be final and binding on the contractor. The scope of work under this contract is deemed to be completed only when so certified by the site Engineer.

5.2 COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy, the decision of BHEL engineer will be final.

5.3 CONTRACT PERIOD

For the purpose of contract, the period shall be taken as **24 Month**.

Chapter VI- SITE VISIT

1. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures including payments, billing etc. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
2. The tenderer/Bidder and 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 express condition 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 because of the inspection.
3. The Bidder should inform the BHEL at least 7 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
4. 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. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.