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VOLUME-II

SECTION – I

1) DEFINITION:

- a) The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- b) BHEL (or B.H.E.L.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Company's' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110049 and its Regional Head Quarter at Power Sector : Eastern Region, Plot No. 9/1, DJ Block, BHEL BHAVAN, Sector-II, Salt Lake, Kolkata-700091.
- c) "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- d) "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- e) "MONTH" shall mean English Calendar month
- f) "ISSUE OF NOTICE" The contractor shall furnish to BHEL, the name, designation and address of his authorized agent and all complaints notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address either of the contractor or his representative/authorized agent and shall be deemed to have been so given, in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered or left.

2) COMMENCEMENT OF SUPPLY:

- a) The contractor shall commence work within 7 days from date of issue of the letter of intent and shall proceed with the same with due expedition without any delay.
- b) If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.

3) MODE OF PAYMENT & TAXES & DUTIES:

- a) All payment due to the contractor after deduction of AIT as applicable and as prescribed under AIT/Rules from time to time shall be paid by Account Payee Cheques / online bank payment only after submission of valid invoice against the work executed, duly verified by BHEL's authorized representative/office/department.
- b) All rates are inclusive of applicable AIT but excluding VAT.
- c) Any other taxes subsequently levied shall be assumed to be inclusive within the contract value.
- d) Vendor is liable to furnish all documentary evidences towards VAT & AIT wherever required.
- e) New taxes & duties , if imposed subsequent by statutory authority during contract period (including extension, if the same is attributable to vendor) shall have to be borne by the vendor.

4) PAYMENT TERMS:

The contractor shall submit his bills once in a month duly furnishing the following information:

- a) Work order Number and date
- b) Duly signed certificate from BHEL Engineer clearly specifying the job as per description of item in the rate schedule.
- c) Amount claimed.
- d) Recoveries such as hire charges, fine/penalty etc. if any.

For all items of work as per Volume-III, the monthly payment shall be made as follows on the basis of rate of the work and as per work order. The total scope of work is as detailed in this tender document and shall be completed by the contractor.

Monthly payment shall be 100% of the gross value of bill on item rate basis. All admissible recoveries / adjustments etc. shall be made from the interim payable amount. Each RA bill, shall be payable on completion of the entire work and the Contractor's invoice shall be accompanied by joint certification of work duly signed by BHEL Engineer. Payment shall be made within 30 days of receipt of Invoice / RA Bill by BHEL site office subject to its completeness and correctness.

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5) RIGHTS OF BHEL:

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

- a) To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- b) To recover any amount due from the contractor on any account due to the contractor, under this contract.
- c) In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

6) RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.

- a) The contractor shall comply with all laws, statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the Government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body Police and other relevant authorities all such notices as may be required by law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by the BHEL authority.
- b) The contractor shall pay all taxes fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
- c) The contractor shall be responsible for provision of health and sanitary arrangements, safety precautions etc., as may be required for safe and satisfactory execution of this contract. Due to Covid pandemic, BHEL will provide daily disposable mask, gloves and head cover, and reusable hazmat suit (to be used for 4 days per set) or disposable one for daily use. However, these shall be used judiciously only. Any wastage will go to agency's account
- d) The contractor shall be responsible for the proper behaviour at the place of work and observance of all regulations by the staff employed by him.
- e) The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
- f) The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- g) All safety rules and codes applied by BHEL at the place of work shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
- h) The contractor shall be directly responsible for payment of wages to his persons. For payment, minimum wage rate of Govt of Bangladesh must be followed. Non-compliance of this will lead to the termination of the contract.
- i) All the persons provided for this job shall be employees of the vendor only. Hence the vendor shall be responsible fully for their wages and claims and the vendor shall be liable to pay legitimate dues to the employees as per statutory norms, government orders issued from time to time.

7) INSURANCE

- a) It is the sole responsibility of the contractor to take appropriate insurance policy before start of job for his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens.
- b) If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.
- c) If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHEL's property and personnel should occur and if BHEL is unable to recover in full cost from the Insurance Company, the balance will be recovered from the contractor's bill. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibilities of the contractor to lodge a F.I.R. with the local police authorities' and furnish the details of F.I.R. about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover in full cost from the Insurance Company, the balance including deductible franchise wherever

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applicable will be recovered from the contractor.

8) STRIKES & LOCKOUTS

The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike BHEL shall have the right to get the work executed though any other agencies and the cost so incurred by BHEL, shall be deducted from the contractor's running bill/(s).

9) DURATION OF CONTRACT:

The duration of this contract will be for a period of 12 Months from the date of commencement of work; however, the contract extended further on the same terms and conditions depending on requirement and satisfactory performance of the contractor.

10) TERMINATION OF CONTRACT:

The contract may be terminated by BHEL after giving maximum one month's notice to the contractor. The contractor will be required to give to BHEL an advance notice of three months in writing for termination of this contract.

- 11) **Risk Clause:** If the vendor fails to deploy manpower or vehicles or supply materials on time as stipulated by BHEL, BHEL shall engage person/ambulance or get materials from alternate sources. Any adverse financial impact on this count shall be passed on to the vendor. If the WO is terminated prematurely for reasons attributable to the vendor, any financial impact of consequential actions taken by BHEL shall be passed to the vendor. BHEL reserves the right to take any punitive action against defaulting vendors as deemed fit by BHEL.

SECTION-II

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

SCOPE:

- 1.1. The job consists of hiring of:
 - i) One (01) Ambulance with ICU supporting system as per specification of Annexure-A,
 - ii) One MBBS Doctor having valid statutory registration and minimum 03 years of experience in handling of medical emergencies.
 - iii) Two Drivers for round the clock service by engaging in twelve Hours duty time each.
 - iv) One Medical Assistant having recognized paramedical qualifications.
 - v) One Male nurse having recognized paramedical qualifications.

Item no iv and v will be strictly in alternate shift.
If BHEL demands additional personnel, the same will be made available within a week of intimation and with prior approval of BHEL
- 2) **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:**
 - 2.1 **Ambulance must be ICU supporting system confirming to Model year on or latter than calendar year 2015 and should be well equipped as per specification attached in Annexure-A. BRTA Registration/fitness/Insurance etc supporting documents, duly signed by the bidders must be enclosed along with this tender document, in absence of these supporting document the tender shall be null and void.**
 - 2.2 Boarding, lodging and transportation for the deployed staff, shall be in the scope of Contractor only. None shall be permitted to stay in medical center beyond duty hours.
 - 2.3 All automobile consumables and other supporting system shall have to be made available at site and all the papers including the insurance shall be made updated, valid and available at site. All required licenses and statutory clearance shall be valid and made available at site.
 - 2.4 The service of Ambulance shall have to be made available round the clock for 24 Hrs at site. Two Drivers shall work in two shift of 12 hrs and that too valid for Medical Assistant, MBBS Doctors and Male Nurses also. These persons shall attend duty as per duty roster issued by BHEL. Generally, one male nurse or medical assistant shall be available at any point of the day. Over Time allowance is not applicable to this contract.
 - 2.5 The Friday will be weekly off and if the service is required on Fridays, the same shall be reimbursed as

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- per the agreed rate in BOQ.
- 2.6 The competency/Experience certificate of MBBS Doctors, Medical Assistants, Nurses as well as driving license of drivers shall be submitted to BHEL for verification purpose. You shall provide mobile number with network facility to all the deployed staff for accessibility for 24 Hrs .
 - 2.7 In case of Holidays declared by the site, the same shall be reimbursed as per agreed rate in the BOQ.
 - 2.8 The Ambulance provided by the Vendor should be mechanically in good condition and free from any defects. During the contract period maintenance cost, replacement of spare parts shall be borne by the Vendor. Whenever there is a mechanical failure you will provide alternate similar Ambulance, duly approved by the management for their duty without any additional expenditure to BHEL.
 - 2.9 All the medical equipment shall be checked on daily basis and you shall ensure that all are in working condition. Any faulty equipment shall be immediately replaced. All critical equipment shall be identified and shall be kept in stock as standby arrangement. Cost of replacement of faulty equipment and standby equipment shall be borne by you.
 - 2.10 Except medical emergency the vehicle shall not go outside site premises. If at all the vehicle has to be taken for routine maintenance/repair the driver shall take prior permission from the concerned BHEL representative.
 - 2.11 The Vendor shall maintain the Log book of the vehicle and take proper signature of the concerned BHEL representative on daily basis. The fuel charge shall be paid as per the agreed rate in the BOQ.
 - 2.12 The Vendor shall ensure the monthly payment of the deployed personnel in timely manner and also in accordance with the local Bangladesh Rules and regulations. You shall keep a intact attendance / wages paid and shall provide the same to us as and when required.
 - 2.13 If any of deployed staff is/are regular absent, you will provide alternative at no extra cost to BHEL.
 - 2.14 In case of emergency you shall carry outstation duty as required by BHEL.
 - 2.15 Toll shall be reimbursed by BHEL as per actual on submission of original bills.
 - 2.16 The Vendor shall keep the Ambulance covered under a Comprehensive Insurance Policy. In the event of the Vendor's Ambulance meeting with an accident while on duty of BHEL, the Vendor will be fully responsible for all liabilities arising there from and shall discharge all liabilities promptly while keeping us indemnified against all costs arising there from.
 - 2.17 The Ambulance shall be registered as per the Bangladesh Govt. Rules and regulations.
 - 2.18 The Vendor shall submit copies of all the respective Vehicle documents related to ownership.
 - 2.19 The Vendor will indemnify and shall keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of his employees sent by him at our premises. BHEL will not be responsible for death, accident or injury to the Vendor's employees arising while discharging duties. BHEL shall not be liable to pay any compensation or damages to any such employee or to third party. The Vendor shall indemnify BHEL at all times against any claim made under the any Govt Act or any other applicable act in Bangladesh or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any employee or other person whose entry into our premises has been authorized by the you.
 - 2.20 If the contractor shall break, deface. Injure or destroy any part of a document or any other property for the project area, the contractor shall make good the same at his own expenses or in default the BHEL Engineer may cause the same to be made good by other workmen or by other means and deduct the expenses (of which the BHEL Engineer's decision is final) from any sums that may be then or at any time there after becomes due to the contractor or any other money due.
 - 2.21 The contractor shall take all precautions to abide by the rules and regulations for safe working at site. If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by BHEL or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors, or BHEL's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation as per relevant statutory rules.
 - 2.22 There will be a medical Unit also to take care of the patients which shall be supplied by BHEL.
 - 2.23 All the persons provided for this job would be employees of the vendor only. Hence agency/contractor will be responsible fully for their wages/emoluments and claims and the agency/contractor will be liable to pay legitimate dues to the employees as per statutory norms, government orders issued from time to time.
 - 2.24 The day to day maintenance of the Vehicle shall be the scope of Vendor who will be supplying the Ambulance with all ICU supporting system.
 - 2.25 All the deployed personnel by you, shall abide by all the prevailing rules at site and also the Doctor and Medical Assistant/ Nurse shall keep the records of all medical facilities to be offered at the Medical centre

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and generate all reports related to Medical system as required by BHEL as per OHSAS and customer's requirements, if any.

2.26 The contractor shall submit a report on monthly basis as per the requirement of BHEL. to the Officer-in-Charge at BHEL office.

2.27 The quoted rates shall remain firm throughout the contract period. No Compensation/escalation shall be payable by BHEL during the period.

3.0 Selection of vendors:

As stated earlier, the price bid of only successful bidders shall be opened. The overall price quoted shall be considered for ranking of bids. The lowest bidder shall qualify to get the contract. Though BHEL does not normally negotiate price post-bid, still such option may be exercised by BHEL if situation demands.

4.0 Quantity Variations: If there is any additional requirement of man-month or equipment, the same BOQ shall be operated for which a separate intimation shall be issued on case-to-case basis by BHEL. Billing for such additional requirement shall be done separately.