



**Bharat Heavy Electricals Limited**  
**Heavy Electrical Equipment Plant, Haridwar-249403**  
**Works Contract Section**

**Tender Document**

**Name of Work:** Supply of manpower for Medical Department for assisting various paramedical specializations.

**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/17-18/7029/OL02 dt. 12.10.2017

**Due date of Tender Opening (Part-1):** 07.11.17 at 02:00 PM

**Place of Submission of Tender / Bid:** Tender Room, Purchase Dept., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)

*All the parties are requested to kindly visit the site before participating in the tender for actual site conditions. Visit shall be made on any working day between 9:00am to 1:00pm with prior intimation. For arranging visit or any other queries, the party shall contact the under given office/Person*

Contact Person: Mr. Anurag Kumar Singh (Sr. Engineer, FCX, WCS)

Contact Address: Adm-4, ground floor, WEX-FCX, WCS, HEEP

Email: [anuragsingh@bhelhwr.co.in](mailto:anuragsingh@bhelhwr.co.in)

Phone: 01334-284543/1332/1022

Fax: 01334-226460

**Note:** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhelhwr.co.in](http://www.bhelhwr.co.in) / [www.bhel.com](http://www.bhel.com) only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

## **Details of Tender Document**

**Name of Work:** Supply of manpower for Medical Department for assisting various paramedical specializations.

The Tender document has been detailed as Follows:

- (1) Cover Page
- (2) Details of Bid & Bidder
- (3) Part-I (Techno-Commercial Bid)
  - (1) Notice Inviting Tender
  - (2) Pre-Qualifying Requirement
  - (3) General Instructions to Tenderer
  - (4) General Terms & Conditions of Tender
  - (5) Scope of Work, Technical Terms & Conditions and Bill of Quantity
  - (6) Special Terms & Conditions
  - (7) Un-Priced Price Bid
  - (8) Undertaking by Bidder
  - (9) Certificate by Chartered Accountant (Annexure-1) [Wherever applicable]
- (4) Part-II (Price Bid)
  - (1) Price Bid

I/We agree with the above

Opening Officer

Accounts Representative

Signature of Contractor with Seal

**Part-I**  
**(TECHNO-COMMERCIAL BID)**

**Details of Bid & Bidder (To be filled by bidder)**

- (a) **Bidder Offer No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_
- (b) Legal Name of the bidder as in GST registration: \_\_\_\_\_
- (c) GST registration No. \_\_\_\_\_
- (d) State \_\_\_\_\_
- (e) Place of business \_\_\_\_\_
- (f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): \_\_\_\_\_
- (g) Address of the Bidder: \_\_\_\_\_
- (h) Type of Bidder: (Proprietor / Partnership Firm / Company) \_\_\_\_\_
- (i) e-mail address of the bidder: \_\_\_\_\_
- (j) Contact No. of the Bidder: \_\_\_\_\_
- (k) PAN No.: \_\_\_\_\_
- (l) PF Code No. : \_\_\_\_\_
- (m) ESI Code No. : \_\_\_\_\_
- (n) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details or reason for exemption sought): \_\_\_\_\_
- (o) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details or reason for exemption sought ) : \_\_\_\_\_

I/We agree with the above

Opening Officer

Accounts Representative

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## **NOTICE FOR ISSUE OF TENDER [NIT]**

BHEL, Haridwar invites participation & Offers from the interested Service Providers / Vendors for the supply of manpower for assisting various paramedical specializations which shall be as per the details given below:

**Name of Work:** Supply of manpower for Medical Department for assisting various paramedical specializations.

<b>DESCRIPTION OF WORK</b>		
<b>Supply of manpower for any category as given below for Medical services in Medical Dept of BHEL Haridwar :</b>		
	<b>Services</b>	<b>Requirement under the Contract</b>
<b><u>Category A- Nursing Assistant</u></b>		
<b>i.</b>	Nursing Assistant	<b>49</b>
<b><u>Category B- Other Technicians/Paramedical Staffs</u></b>		
<b>i.</b>	Pharmacist Assistant	<b>13</b>
<b>ii.</b>	ICU Technician Assistant	<b>04</b>
<b>iii.</b>	X-Ray Technician Assistant	<b>03</b>
<b>iv.</b>	Optometrist Assistant	<b>01</b>
<b>v.</b>	Physiotherapist (Female) Assistant	<b>01</b>
<b>vi.</b>	Dietician Assistant	<b>01</b>
<b>Category-B Total</b>		<b>23</b>

Duration of Work: One year extendable by another One year on mutually agreed Terms

Date of Opening of Tender: 07.11.17

Date of Closing of Tender: 07.11.17

Time of Closing of Tender: 1.45 PM

Time of Opening of Techno-Commercial Bids: 02:00 PM

Estimated Cost : Rs. 201.43 Lacs. (GST extra)

Tender Cost: Rs. 500/-

I/We agree with the above

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**Earnest Money Deposit (EMD)**

	Services	EMD Required [In INR]
<b><u>Category A- Nursing Assistant</u></b>		
i.	Nursing Assistant	<b>323522</b>
<b><u>Category B- Other Technicians/Paramedical Staffs</u></b>		
i.	Pharmacist Assistant	<b>151857</b>
ii.	ICU Technician Assistant	
iii.	X-Ray Technician Assistant	
iv.	Optometrist Assistant	
v.	Physiotherapist (Female) Assistant	
vi.	Dietician Assistant	

**Please note that the Bidder applying for both categories need to provide EMD Amount by adding the EMD amount of both the categories for which they are applying as mentioned above.**

- All further corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender, if any shall be hosted only at our website.
- All interested Service Providers / Vendors may send their offers as per the requirements of the Tender document hosted on our website [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in).
- In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.
- Tender cost shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in an envelope super scribed as Tender cost. Tender cost is non-refundable.
- EMD shall be submitted in the only form as specified in tender document.
- Tender cost is exempted for the tender downloaded from Website.
- BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
- BHEL will not be responsible for the loss or delay of tenders in transit in any case.
- For detailed instructions/information refer the tender document on BHEL website.
- PQR (Pre-Qualifying Requirement) for Participation in the tender is specified under the heading Pre-Qualifying / Eligibility Criteria.

**Issued For & On Behalf of BHEL, Haridwar**

Contracting Executive Name:

Date:

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**PRE- QUALIFYING REQUIREMENT (PQR)**

<b>PRE QUALIFYING REQUIREMENT</b>			
<b>The Tenderer shall having the following Pre Qualifying Requirements for assisting the various Services to considered for further processing:</b>			
	<b>Services Required</b>	<b>Approximate no. of Requirement</b>	<b>Category wise Minimum Average Financial Turnover during last 03 years ending 31<sup>st</sup> March 16 [In INR Lakhs]</b>
<b><u>Category A- Nursing Assistant</u></b>			
<b>i.</b>	Nursing Assistant	<b>49</b>	<b>41.13</b>
<b>Category A Total</b>		<b>49</b>	<b>41.13</b>
<b><u>Category B- Other Technicians/Paramedical Staffs</u></b>			
<b>i.</b>	Pharmacist Assistant	<b>13</b>	<b>19.31</b>
<b>ii.</b>	ICU Technician Assistant	<b>04</b>	
<b>iii.</b>	X-Ray Technician Assistant	<b>03</b>	
<b>iv.</b>	Optometrist Assistant	<b>01</b>	
<b>v.</b>	Physiotherapist (Female) Assistant	<b>01</b>	
<b>vi.</b>	Dietician Assistant	<b>01</b>	
<b>Category B Total</b>		<b>23</b>	<b>19.31</b>
<p><b>Bidder can bid for the category A or B or both. Bidder is required to mention whether the Bid is for Category A or B or Both. The PQR criteria shall be applicable accordingly.</b></p> <ol style="list-style-type: none"> <li>The contracts completed in a hospital of at least 50 Beds shall be counted for evaluation for all the given criteria during last 3 years ending 31<sup>st</sup> August 2017.</li> <li>The Tenderer should have successfully completed at least ONE SIMILAR NATURE of above mentioned work/services for the duration of at least 06 months.</li> <li> <ol style="list-style-type: none"> <li>Bidder should have supplied, under one or more contracts, at least <b>40%</b> [On monthly average basis] of above mentioned requirement against the category for which Tenderer wants to apply.</li> <li>In case of category B, Bidder can provide experience of <b>40%</b> of any of the services or combination of services.</li> <li>For the purpose of evaluation of experience, manpower number will be rounded off on the lower side.</li> </ol> </li> <li>The Minimum Average Turnover during the last <b>03</b> years ending <b>31<sup>st</sup> March 2016</b> shall be as per above mentioned amount. In case the tenderer bids for multiple categories, the Minimum average turnover shall be cumulative of such services.</li> <li>The Tenderer should have his firm / himself registered with unique PAN &amp; GST Registration Numbers.</li> <li>The Tenderer should have his firm / himself registered for extending EPF &amp; ESIC facilities.</li> </ol> <p><b>Note: Please note that the above experience may be verified by BHEL, Haridwar. In case of failure to fulfil the above requisite conditions, the bid shall be liable to be rejected.</b></p>			

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## **General Instructions to Tenderer**

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

### **1.0 Quoting & Signing the Tender**

- a. 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 relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno-Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority

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inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.

- h. Every endeavor 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 or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and the / action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder'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 Haridwar, 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.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.**

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- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID"
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid Envelope, along-with the tender documents in support of their claim of having minimum experience of similar works.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

## 2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. 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 Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA), a copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

## 3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two part bid.
- c. In case of two part bid, the Price BIDS of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

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#### 4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

#### 5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

#### 6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar 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 reject their offer.

#### 7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

#### 8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

*In charge, Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).*

#### Note:

1. In case of any ambiguity between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

I/We agree with the above

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## General Terms & Conditions of Tender

### 1. Definitions

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations "Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.

BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.

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- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labor as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMP SUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

## 2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:  
The EMD may be accepted only in the following forms:
  - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- (d) Forfeiture of EMD  
EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

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- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c ) above shall lead to cancellation of the offer.

### 3. Security Deposit

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:  
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
  - i) 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. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) 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)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.
- (f) **Refund of Security Deposit**  
After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.*

### 4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

### 5. Special Conditions for MSME:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of

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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 e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”

## **6. Arbitration**

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

## **7. Risk Purchase Clause**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”

## **8. 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.

## **9. Suspension of Business Dealings with Suppliers/Contractors**

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

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## 10. Adoption of Integrity Pact

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

## 11. Damage & Loss to Private Property & Injury to Contract Employee

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL 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, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, 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 Workmen's Compensation Act or otherwise.

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.

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22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

## 24. GST related Terms & Conditions:

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I.

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of

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Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

## 25. Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge 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.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

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## **SCOPE OF WORK, TECHNICAL TERMS & CONDITIONS AND BILL OF QUALITY**

### Scope of Work:

<b>DESCRIPTION OF WORK</b>		
<b>Supply manpower for assisting any one / multiple Medical services in Medical Dept of BHEL Haridwar as per below given details:</b>		
	<b>Services</b>	<b>Approx. Requirement</b>
<b><u>Category A- Nursing Assistant</u></b>		
<b>i.</b>	Nursing Assistant	<b>49</b>
<b><u>Category B- Other Technicians/Paramedical Staffs</u></b>		
<b>i.</b>	Pharmacist Assistant	<b>13</b>
<b>ii.</b>	ICU Technician Assistant	<b>04</b>
<b>iii.</b>	X-Ray Technician Assistant	<b>03</b>
<b>iv.</b>	Optometrist Assistant	<b>01</b>
<b>v.</b>	Physiotherapist (Female) Assistant	<b>01</b>
<b>vi.</b>	Dietician Assistant	<b>01</b>
<b>Category-B Total</b>		<b>23</b>
<p>The above services / work shall be in BHEL Main Hospital, OHS and the peripheral Dispensaries which shall be as under:</p> <ol style="list-style-type: none"> <li>1. To assist the concerned Paramedical Staff / Medical Professional / Specialist while administering treatments &amp; procedures</li> <li>2. To attend call duties if required</li> <li>3. To maintain the departments, records, computer updating, stores etc.</li> <li>4. To carry out other related work whenever &amp; wherever required.</li> </ol>		

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## Technical Terms & Conditions:

Supply of manpower for assisting for Category 'A' or 'B' or Both in Medical Dept of BHEL Haridwar shall be as per Bill of Quantity and strictly under given technical requirement.

SL	Services	Minimum Qualification of labor to be engaged	Minimum Years of Post Qualification Experience of labor to be engaged
<b><u>Category A- Nursing Assistant</u></b>			
<b>i.</b>	Nursing Assistant	3 or 3 & Half years Diploma in General Nursing & Midwifery	<b>02</b>
<b><u>Category B- Other Technicians/Paramedical Staffs</u></b>			
<b>i.</b>	ICU Technician Assistant	Diploma / Graduation in the related area	<b>02</b>
<b>ii.</b>	Pharmacist Assistant	Diploma / Graduation in the related area	<b>02</b>
<b>iii.</b>	X-Ray Technician Assistant	Diploma / Graduation in the related area	<b>02</b>
<b>iv.</b>	Optometrist Assistant	Diploma / Graduation in the related area	<b>02</b>
<b>v.</b>	Physiotherapist (F) Assistant	Diploma / Graduation in the related area	<b>02</b>
<b>vi.</b>	Dietician Assistant	Diploma / Graduation in the related area	<b>02</b>

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## Bill of Quantity:-

SL	Services	Requirement under the Contract
<b><u>Category A- Nursing Assistant</u></b>		
<b>i.</b>	Nursing Assistant	<b>49</b>
<b><u>Category B- Other Technicians/Paramedical Staffs</u></b>		
<b>i.</b>	Pharmacist Assistant	<b>13</b>
<b>ii.</b>	ICU Technician Assistant	<b>04</b>
<b>iii.</b>	X-Ray Technician Assistant	<b>03</b>
<b>iv.</b>	Optometrist Assistant	<b>01</b>
<b>v.</b>	Physiotherapist (F) Assistant	<b>01</b>
<b>vi.</b>	Dietician Assistant	<b>01</b>
<b>Category-B Total</b>		<b>23</b>

- There may be variation in total quantity of manpower required by plus or minus 20%.
- Parties may visit the site for actual site conditions, and all other relevant details related to the concerned services.

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## **SPECIAL TERMS & CONDITIONS:**

### **1. PERIOD OF CONTRACT:**

Period of contract shall be for one year from the date of start of the work. It may extended up to another one year on the same rate, terms & conditions on mutual agreement.

### **2. PAYMENT TERMS:**

- a. Monthly Payment to the Tenderer shall be made based on the quoted/agreed rate at which the work is awarded for the number of personnel deployed and for the number of days deployed during a month. Prevailing BHEL Minimum wage equivalent to SW (Skilled Worker) or the awarded daily rate whichever is higher shall be considered for payment to Labor and Monthly bill shall have to be raised based on daily rate for number of days worked.
- b. Payment shall be made to the contractor on monthly basis. Contractor will submit the bill in prescribed format to BHEL along with daily attendance sheet, wage sheet and documentary evidence of all the items of bill breakup.
- c. Payment shall be reimbursed to the contractor on the basis of documentary evidence with bill breakup on actual basis subject to maximum of value calculated on the basis of awarded rate of each manpower. However premium shall be payable on amount of reimbursement (on actual basis) for total supply of manpower.
- d. Payment of bonus@ 8.33% on Uttarakhand State Govt. Wages and leave/ holiday @ 8.33% to the workmen will be paid by contractor as per act/ labor law. PF/ ESI & Adm. Charges etc. are to be deposited by contractor as per relevant labor laws. Reimbursement shall be made after submission of proof of above payments. Reimbursement of wages, PF, ESI, Leave/holiday & Bonus shall be made as per actuals.
- e. The contractor will have to pay to the labor, any amount over and above the statutory limit if decided and informed by BHEL and if it is not the part of already quoted rate, Contractor will be eligible for the premium on such additional payments.
- f. If required, the paramedical staffs may have to perform call duties also, for which separate payment shall be made at the rate of Rs. 175 per hour (inclusive of all statutory dues and exclusive of Contractor Premium & GST).
- g. Penalty Clause: Failure to provide manpower by the tenderer as per requirement or Unwarranted / Indiscipline of the Labor of the Tenderer at workplace shall attract adverse remarks which may be included in the Completion Certificate and / or attract any legal /administrative action on tenderer or Labor of Tenderer or both, as deemed fit.

### **3. Additional Condition of Security Deposit:**

- a. Successful vendor shall require to deposit security. The total amount of Security Deposit will be 2% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- b. Security deposit shall be released to the Contractor after satisfactory completion of the contract. Where the contract period ends before the declaration of bonus, security deposit can be released subject to fulfillment of all other contract obligations and retention of fresh security deposit equivalent to 2.0 % of the bonus amount due under the contract.
- c. Security Deposit will be released only after payment of all dues to labor i.e. Bonus, Leave payment etc. of supplied manpower.

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4. The Tenderer shall maintain the following during the execution of contract, as applicable;
  - i. Valid labor license from Asst. Labor commissioner as applicable or other necessary license etc. as applicable.
  - ii. P.F. Code and abide by the relevant laws & rules.
  - iii. ESI Code and abide by the relevant laws & rules.
5. The Tenderer shall be bound to pay the wages as per the Rate at which the work is awarded to his workmen applicable from time to time as per rule / act. This amount shall not be less than the minimum / BHEL Fair wages, as per extant rules of BHEL or the awarded rate, whichever is higher. Presently BHEL Fair wages is Rs.526.04 for Skilled Labor per Day Plus 12% PF (Employer contribution), 4.75% ESI, Bonus as per Bonus Act and 1 day leave payment on every 20 days attendance including national holidays. The wages may be verified from BHEL Haridwar before bidding for this tender.
6. **The minimum quotable rate per manpower unit per day shall be Rs. 702.42/- (Seven Hundred two rupees and forty two paise only)** which includes
  - a. Prescribed minimum daily wage applicable in BHEL Haridwar i.e. Rs. 526.04 currently for Skilled labor.
  - b. P.F. and E.S.I. as applicable
  - c. Bonus as per Payment of Bonus Act.
  - d. 01 day leave payment on every 20 days attendance
  - e. Payment of 10 Paid holidays in a calendar year as per list issued from BHEL HR Department time to time.
  - f. Other Statutory Payments applicable under relevant labor laws
  - g. Administrative Charges
  - h. Uniform Allowance (calculated @ 200/Month)
  - i. Any other allowances / expenditure as deemed relevant.The above said rate does not include GST & Contractor's Premium.
7. The rate quoted by tenderer shall remain fixed for whole duration of the contract.
8. Based on change in dearness allowance, the above mentioned minimum daily wage applicable in BHEL Haridwar for skilled labor may change twice in a year i.e. w.e.f. 1<sup>st</sup> February and 1<sup>st</sup> August respectively. No escalation in this account shall be borne by BHEL.
9. Tenderer shall maintain the muster roll, wages payment register and all other records applicable as per labor laws.
10. In case of non-compliance of any of the labor laws as per act by the Tenderer, he will be responsible for expenses / liability occurring / accruing on BHEL on account of above including expenditure on legal proceedings. All such expenses shall be recoverable from the Tenderer from any of his running contracts with BHEL or any contract entered thereafter.
11. The Tenderer shall not employ a worker less than 18 years of age during execution of his work.
12. The Tenderer shall inform BHEL prior to engaging or removing the labors from the site of work.

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13. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, environment related conditions, new safety clause and any other relevant conditions applicable time to time.
14. The Tenderer not completing the work as per requirement & as directed by the concerned In-Charge, action, as deemed fit shall be taken which may include debarring for the issue of further NITs.
15. In case more than one Tenderer quotes L1 rates in same category, the work may be awarded through draw of lottery L1 for the respective category. There may be different L1 for different category.
16. The Tenderers are advised to see the site before quoting the rates.
17. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
18. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
19. Power of Attorney / Subletting will not be accepted for execution of this work.
20. Income Taxes (TDS) as applicable shall be recovered as per rule.
21. Rates shall be quoted in figures as well as in words and Tenderer must put his name and signature on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
22. Gate passes / tokens to be issued by the CISF unit shall have to be returned to the pass section of CISF after completion of work, failing of which recovery at the rate as applicable shall be made from the Tenderer.
23. No bill will be entertained until the wages of workers, as applicable are paid and PF and ESI are deposited.
24. Security deposit will be realized only after payment of all dues to labor .i.e. Bonus, Leave payment etc. of supplied manpower.
25. Workmen must follow the safety norms and use protective devices for work wherever required.
26. The Tenderer will have to protect the BHEL equipment and material from fire hazards or any other damages or loss.
27. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
28. All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the Tenderer for the activities performed by his workers.

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29. The Tenderer shall have to carry out the work anywhere outside / inside factory area of HEEP& CFFP as per the requirement of the Medical Dept and nothing extra will be paid for any such work carried out.
30. Emergency work arises if any, will be dealt on priority and arrangement for proper & timely completion of work will have to be done by Tenderer.
31. Involvement in any undesirable activity by the Tenderer or his / her workmen will be viewed seriously and attract strict action including cancellation of contract or debarring from tendering.
32. Any offer without proper earnest money, with any ambiguity, unsigned documents, unclear quotation and against the above instructions will be treated as invalid and will not be considered at all and the responsibility for the same will lie on the Tenderer
33. Tenderer shall maintain a bank account in any of the nationalized banks with Internet Banking facilities at Hardwar. This should be suitable for e-payment by BHEL.
34. Payments by BHEL shall be released to the account maintained by the Tenderer in Hardwar and only the balance amount, after making payments to the labor, shall be transferred to Tenderer's Office by site in-charge.
35. As a matter of administrative ease, the Tenderer should make all disbursements to his workmen preferably through their bank accounts.
36. The Tenderer shall have to obtain requisite/applicable licenses / permissions etc., to provide manpower for the required paramedical specialty as mentioned in the NIT.

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## (UNPRICED PRICE-BID FORMAT)

### NOT TO BE FILLED

**Name of work:** Supply of manpower for Medical Department for assisting various paramedical specializations

**Tender No. & Date** : BHEL/HEEP/WEX-WCS/ 17-18/7029/OL02 dt. 12.10.2017

**Period of work** : One Year

#### BILL OF QUANTITY:

SL	Services	UNIT	QTY	Rate per Manpower (Inclusive of Minimum Daily Wage Prevailing in BHEL Haridwar, all statutory dues and other allowances excluding GST)		Premium Percent (Payable on Rate per manpower)
				DAILY RATE	MONTHLY RATE	
(1)	(2)	(3)	(4)	(5)	(6) = Column 5 *26	(7)
<b>Category A- Nursing Assistant</b>						
i.	Nursing Assistant	No.	49	Rs.---XXXXX-	Rs.---XXXXX-	---XXXX--- %
<b>Category A Total</b>		No	49	(In words Rs. ----XXX_)	(In words Rs. ----XXX_)	(In words ---XXX--- percent)
<b>Category B- Other Technicians/Paramedical Staffs</b>						
i.	Pharmacist Assistant	No.	13	Rs.---XXXXX- (In words Rs. ----XXX_)		---XXXX--- % (In words ---XXX--- percent)
ii.	ICU Technician Assistant	No.	04			
iii.	X-Ray Technician Assistant	No.	03			
iv.	Optometrist Assistant	No.	01			
v.	Physiotherapist (Female) Assistant	No.	01			
vi.	Dietician Assistant	No.	01			
<b>Category B Total</b>		No.	23			

**\*Pls write NA against categories for which Bidder is not offering Bid.**

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**Note:**

1. Minimum daily rate to be quoted against column No. (5) above is Rs. 702.42/-. Any bid quoting less than aforementioned minimum daily rate shall not be considered for further processing.
2. The tender may quote equal to or above the rate as prescribed at Sl. No. 1 above.
3. In case of any discrepancy between rate quoted against column 5 & 6 above, rate quoted in column 5 shall prevail for evaluation purpose.
4. Rate quoted per manpower beyond two decimal will be ignored. For example in case somebody quotes 702.497, it will be regarded as 702.49 only and if found lowest, the bidder will have to accept the rate accordingly (i.e. 702.49 in the given example).
5. Premium quoted beyond one decimal will be ignored. For example in case somebody quotes 1.19%, it will be regarded as 1.1% only and if found lowest, the bidder will have to accept the premium accordingly with one decimal (i.e. 1.1 in the given example).
6. L1 will be decided on the basis of sum total of quoted monthly rate per manpower and quoted premium applied on the same.
7. There may be different L1 for different category.
8. Quoted rate per manpower shall be reimbursed on the production of documentary evidence of payment with bill breakup on actual basis.
9. Premium shall be payable on Quoted/Agreed rate.
10. GST will be extra & shall be reimbursed on actuals as applicable.
11. Rates are to be mentioned in figure as well as in words. If overwriting / un-readable figure found in rates or if there is a mismatch of rates quoted in words & figures, the rates offered in words will be final.
12. The parties may provide its offer for any category or both categories of services in Medical Dept of BHEL Haridwar
13. Daily rate quoted against Column (5) in above Bill of Quantity shall be reimbursed to bidder on submission of documentary proof of payment to the manpower deployed.

**PRICE BID CONDITIONS**

1. Tenderer has to quote Premium in Price bid by assessing all related expenditure which may include Conveyance, Accommodation, Supervision, Financial charges etc.
2. Tenderer has to submit monthly bill based on actual payment made to contract labors. Original payment register to be vetted by Contract Executing Officer and a copy of the same is to be submitted along with claim bill. Payment for daily wage and leave/holiday payment with up-to-date cumulative figure should be recorded in payment register. Proof of all the payment including PF, ESI etc. have to be enclosed along with monthly bill.
3. The contract labor may be allowed weekly off on any day other than Sunday also, depending upon exigencies of work / BHEL requirement.
4. GST shall be payable as applicable subject to compliance of related rules.

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### **UNDERTAKING BY BIDDER:**

The Tenderer shall sign the undertaking as below:

1. I / we shall abide by and fulfill the requirements of all labor laws applicable to me / us and will maintain muster roll, wage payment register and all other register/ records as applicable and shall produce the same to BHEL officials whenever required.
2. I / We shall pay the wages as per the award of work. I shall also ensure payment of at least the minimum / BHEL fair wages, as applicable from time to time, to the workers as per rule / act or the awarded rate, whichever is higher and minimum bonus based on wages declared by Govt. of Uttarakhand.
3. In case of non-compliance of any labor laws by me / us, I / we shall be wholly responsible for all expenses / liability occurring / accruing on BHEL because of this including expenditure on legal proceedings. All such expenses shall be recoverable from any of my / our running contract with BHEL or any contract entered thereafter.
4. I/ We have carefully perused all the terms and conditions of the Tender, NIT including special conditions mentioned in the tender documents before quoting the offer and I / we commit to abide by them in Toto.
5. My / our Labor license no. is..... and the same is valid from .....to ..... (dates).

OR

I/ We will submit within time allowed after award of work.

6. I / We shall maintain valid labor license throughout contract period.
7. Details of PF and ESI code nos. allotted to me are as under:-
  - i) P.F. code no. \_\_\_\_\_
  - ii) E.S.I. code no. \_\_\_\_\_
  - iii) PAN No. \_\_\_\_\_
8. The details of earnest money, enclosed with the tender, is also as below:-
  - i) Amount Rs. \_\_\_\_\_
  - ii) CR no. \_\_\_\_\_ Date \_\_\_\_\_
  - iii) DD No. \_\_\_\_\_ Date \_\_\_\_\_

**9. Details related to GST are as under**

- i. Legal Name of the bidder as in GST registration \_\_\_\_\_
- ii. GST registration No., \_\_\_\_\_
- iii. State, \_\_\_\_\_
- iv. Place of business, \_\_\_\_\_
- v. category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme, \_\_\_\_\_

I/We agree with the above

Opening Officer

Accounts Representative

Signature of Contractor with Seal

Annexure-1

**Certificate by Chartered Accountant on letter head**  
**(Only for those who are submitting EM-II Certificate)**

This is to certify that M/S ....., (hereinafter referred to as 'company') having its registered office at

..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11) ..... dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .....as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 : Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006. **Or** The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

**(Signature)**

**Name-**

**Membership number-**

**Seal of Chartered Accountant**

I/We agree with the above

Opening Officer

Accounts Representative

Signature of Contractor with Seal

## Part-II

### PRICE-BID

**Name of work:** Supply of manpower for Medical Department for assisting various paramedical specializations.

**Tender No. & Date** : BHEL/HEEP/WEX-WCS/ 17-18/7029/OL02 dt. 12.10.2017

**Period of work** : One Year

#### BILL OF QUANTITY:

SL	Services	UNIT	QTY	Rate per Manpower (Inclusive of Minimum Daily Wage Prevailing in BHEL Haridwar, all statutory dues and other allowances excluding GST)		Premium Percent (Payable on Rate per manpower)
				DAILY RATE	MONTHLY RATE	
(1)	(2)	(3)	(4)	(5)	(6) = Column 5 *26	(7)
<b>Category A- Nursing Assistant</b>						
ii.	Nursing Assistant	No.	49	Rs. _____	Rs. _____	_____ %
<b>Category A Total</b>		No	49	(In words Rs. _____ _____)	(In words Rs. _____ _____)	(In words _____ _____ percent)
<b>Category B- Other Technicians/Paramedical Staffs</b>						
vii.	Pharmacist Assistant	No.	13	Rs. _____  (In words Rs. _____ _____)	Rs. _____  (In words Rs. _____ _____)	_____ %  (In words _____ _____ percent)
viii.	ICU Technician Assistant	No.	04			
ix.	X-Ray Technician Assistant	No.	03			
x.	Optometrist Assistant	No.	01			
xi.	Physiotherapist (Female) Assistant	No.	01			
xii.	Dietician Assistant	No.	01			
<b>Category B Total</b>		No.	23			

\*Pls write NA against categories for which Bidder is not offering Bid.

I/We agree with the above

Opening Officer

Accounts Representative

Signature of Contractor with Seal

**Note:**

1. Minimum daily rate to be quoted against column No. (5) above is Rs. 702.42/-. Any bid quoting less than aforementioned minimum daily rate shall not be considered for further processing.
2. The tender may quote equal to or above the rate as prescribed at Sl. No. 1 above.
3. In case of any discrepancy between rate quoted against column 5 & 6 above, rate quoted in column 5 shall prevail for evaluation purpose.
4. Rate quoted per manpower beyond two decimal will be ignored. For example in case somebody quotes 702.497, it will be regarded as 702.49 only and if found lowest, the bidder will have to accept the rate accordingly (i.e. 702.49 in the given example).
5. Premium quoted beyond one decimal will be ignored. For example in case somebody quotes 1.19%, it will be regarded as 1.1% only and if found lowest, the bidder will have to accept the premium accordingly with one decimal (i.e. 1.1 in the given example).
6. L1 will be decided on the basis of sum total of quoted monthly rate per manpower and quoted premium applied on the same.
7. There may be different L1 for different category.
8. Quoted rate per manpower shall be reimbursed on the production of documentary evidence of payment with bill breakup on actual basis.
9. Premium shall be payable on Quoted/Agreed rate.
10. GST will be extra & shall be reimbursed on actuals as applicable.
11. Rates are to be mentioned in figure as well as in words. If overwriting / un-readable figure found in rates or if there is a mismatch of rates quoted in words & figures, the rates offered in words will be final.
12. The parties may provide its offer for any category or both categories of services in Medical Dept of BHEL Haridwar
13. Daily rate quoted against Column (5) in above Bill of Quantity shall be reimbursed to bidder on submission of documentary proof of payment to the manpower deployed.

**PRICE BID CONDITIONS**

1. Tenderer has to quote Premium in Price bid by assessing all related expenditure which may include Conveyance, Accommodation, Supervision, Financial charges etc.
2. Tenderer has to submit monthly bill based on actual payment made to contract labors. Original payment register to be vetted by Contract Executing Officer and a copy of the same is to be submitted along with claim bill. Payment for daily wage and leave/holiday payment with up-to-date cumulative figure should be recorded in payment register. Proof of all the payment including PF, ESI etc. have to be enclosed along with monthly bill.
3. The contract labor may be allowed weekly off on any day other than Sunday also, depending upon exigencies of work / BHEL requirement.
4. GST shall be payable as applicable subject to compliance of related rules.

I/We agree with the above

Opening Officer

Accounts Representative

Signature of Contractor with Seal