



## INVITATION TO TENDER

**Ref: OPS/OS/SC/2016-17/32/044**

**Date: 22.10.2016**

**Sub:** Service Contract for providing Paramedical services in Hospital of BHEL- HPVP Visakhapatnam for a period of two years.

Sealed tenders are invited under **Two Part bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO	NAME OF THE WORK	ESTIMATE VALUE	EMD	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Service Contract for providing Paramedical services in Hospital of BHEL- HPVP Visakhapatnam for a period of two years.	47.72 Lakhs	95,438/-	2 Years	14.11.2016 up to 14.00 Hrs.

### 1. ELIGIBILITY CRITERIA

Average annual turnover of the contractor during the last 3 years ending 31st March 2016 should be at least 30% of the estimated value. (i.e. 14.32 Lakhs). In case annual turnover for FY 2015-16 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31st March 2015 shall be considered.

Tenderer should enclose EPF, ESI, PAN, Service Tax New registration no., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

i) The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> Septq2016 as given below:

a. Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. 19.09 Lakhs each).

**OR**

b. Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. 23.86 Lakhs each).

**OR**

c. One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. 38.18 Lakhs).

ii) Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders. Contracts from private organization to be supported by TDS certificate / FORM 26AS.

**Note :** Similar work means works involving deployment of manpower for paramedical services.

iii) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

**2. SCOPE OF THE WORK**

The detailed scope of work is given in annexure- I and as per schedule of Quantities.

**3. LOCATION OF WORK**

- 3.1 The subject job is to be carried out at premises of BHEL, Heavy Plates & Vessels Plant (HPVP), Visakhapatnam, Andhra Pradesh.
- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

**4. EARNEST MONEY DEPOSIT**

- I. The tenderer shall submit EMD for **95,438/-** (Rupees Ninety Five Thousand Four Hundred Thirty Eight only) only in the following forms:
    - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
    - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
    - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer
  - II. EMD by the tenderer will be forfeited as per NIT conditions, if:
    - a) 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.
    - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
    - c) 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.
  - III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
  - IV. EMD shall not carry any interest.
  - V. EMD of successful tenderer will be retained as part of Security Deposit.
- successful bidder.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. II(9) annexure . II.

**5. CONTRACT PERIOD:**

The Contract is valid for a period of two years from the date of Work Order.

**6. SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause II(2) of annexure - II.

**7. INCOME TAX :**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

**8. PAYMENTS TO THE WORKERS:**

Payments to the workers are to be made through bank by way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with monthly bill. The current rates of payment are indicated at Annexure-V. Revised rates as per Central Labour Department are to be paid on the same lines.

**9. PAYMENT TERMS :**

R.A Bill payments will be arranged within 30 days from the date of bill **or** 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.

- a) Invoice (Under Service Tax Act)
- b) Attendance certificate issued by the Hospital in charge and duly counter signed by Head of the HR department.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.

**Note:** All payments will be released only through RTGS. Electronic Funds Transfer (EFT) form (Refer Annexure-B) duly Filled and certified through bank may be enclosed.

**10. VALIDITY OF THE OFFER :**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

**11. RISK PURCHASE:**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

**12. PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except service tax. However, Service Tax as applicable shall be paid by BHEL-HPVP, Visakhapatnam to Govt.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. However, any increase in minimum labour wages as per Central Labour Department, will be reimbursed to the contractor on submission of proof of payment of the same.
- g. Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, 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. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- h. All rates shall be quoted in the tender format only.

**13. REVERSE AUCTION:**

BHEL reserves the right to opt for Reverse Auction at its discretion instead of opening the price bids submitted in sealed envelope and any information regarding the reverse auction shall be decided after technical evaluation and shall be intimated to the bidders at appropriate time.

General terms and conditions governing RA are mentioned in the special conditions at Annexure-IV. The bidders are requested to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids in case BHEL decides to go for RA.

In case BHEL decides to go for RA, only those bidders who give their acceptance will be allowed to participate in RA and these bidders shall have to necessarily submit ~~Online Sealed Bid~~ in the RA. Non-submission of ~~Online Sealed Bid~~ by the bidder will be considered as tampering of the tendering process and will invite action by BHEL as per extent guidelines in vogue.

**14. GENERAL:**

- a. Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.
- b. Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.
- c. Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.
- d. BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**
- e. The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers.
- f. For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to Outsourcing department, BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities.
- g. Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.**
- h. Manager (HR) shall be the Officer-in-charge for herein after referred to as such in the tender.

- 15.** The following documents (enclosed) shall form part of the contract including this NIT.

**PART I : TECHNO COMMERCIAL BID**

- |   |                  |
|---|------------------|
| a) Scope of Work and Working Instructions         | : Annexure . I   |
| b) Terms & Conditions of contract                 | : Annexure . II  |
| c) General Terms & Conditions of Reverse Auction  | : Annexure . III |
| d) Acceptance to the tender terms & conditions    | : Annexure . IV  |
| e) Minimum Wages as per Central Labour Department | : Annexure . V   |
| f) Contractor Information                         | : Annexure . VI  |
| g) Check List                                     | : Annexure . VII |

**PART II: PRICE BID**

- |   |                   |
|---|-------------------|
| g) Price Bid (Schedule of items and Bill of Quantities) | : Annexure . VIII |
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**16. TENDER SUBMISSION:**

16.1 The Bid shall be submitted in two parts.

**Part-I: Techno-Commercial Bid shall be placed in one cover** along with the following documents:

- (i) All Pages of tender document duly signed & stamped.
- (ii) Earnest Money Deposit @ ₹ 95,438/- in the form of Demand Draft / Banker's Cheque drawn in favour of Bharat Heavy Electricals Limited, Visakhapatnam.
- (iii) Income Tax Return Certificate / acknowledgement of the IT Returns for the last 3 years.
- (iv) Copy of P.F. Registration Document.
- (v) Copy of E.S.I Registration Document.
- (vi) Experience Certificates in line with eligibility criteria.
- (vii) Copy of PAN.
- (viii) Copy of Service Tax Registration Document.

**Part-II : Price Bid** in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another bigger size envelope** duly superscribing the **Tender No. & Subject** on the envelope.

16.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 14.00 Hrs. on 14.11.2016**.

Bidders may also send their offers by Post to "Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **14.11.2016 up to 14.00 Hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

16.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**17. OPENING OF TENDERS:**

Techno-commercial Bids will be opened on **14.11.2016 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

**If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
22/10/16  
Sr Manager (OS)

# **PART – I**

## **(TECHNO-COMMERCIAL BID)**

**SCOPE OF WORK AND WORKING INSTRUCTIONS****1. Nursing Services**

The scope of work in BHEL Hospital are given below:

- a. The work shall be attended to by Contractor in any or all shift timings as per instruction of BHEL officials.
- b. The Shift timings are given below:
 

I Shift	:	06.00 hrs. to 14.30 hrs.
II Shift	:	14.30 hrs. to 23.00 hrs.
III Shift	:	23.00 hrs. to 06.00 hrs.
General Shift	:	08.00 hrs. to 16.30 hrs.
- c. Taking over & Handing Over with full responsibility.
- d. Administration of SC, IM, IV Injection & Medicines to be given.
- e. Nursing care of Sick patients, TPR, BP, I/o Chart, CBD chart to be maintained.
- f. Writing of Diet sheets & entering in PC
- g. Giving the due Injection in time.
- h. Preparing the patient for Operation.
- i. Preparing the charts which are to be sent to Operation Theatre.
- j. Admission to be entered in the IP Register etc.
- k. Carrying out Doctors orders.
- l. Sending the patients to other departments with their concern.
- m. Sending forms for Lab investigation and collecting the results from Lab and intimating to the doctors.
- n. Patients complaints to be intimated to Doctors in time, getting the instructions from the Doctors and implementation.
- o. Checking and keeping Linen, Articles and Medicines & Injection up to date.
- p. Assisting the Matron & others in Condemnation of Linen etc.
- q. Maintaining all Registers Properly.
- r. During Doctors rounds taking the charts and other details and implementing the Doctors Instructions.
- s. Separating the Medicines and keeping it in the Tray for 3 times (Expiry date to be checked properly).
- t. Diabetic Urine Chart to be maintained.
- u. Writing the prescription & procedures in the ERNE IP book.
- v. Assisting the procedures done by the Doctors. (Aspiration & Tapping etc.).
- w. Restricting the visitors from the ward during non-visiting hours.
- x. Transfer IN & Transfer OUT of patients to be done carefully.
- y. Discharge patients are to be sent after Health education & Doctors instruction.

**SCOPE OF WORK AND WORKING INSTRUCTIONS**

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**2. Dressers / MPH Services:**

The scope of work in BHEL Hospital are given below:

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

I Shift	:	06.00 hrs. to 14.30 hrs.
II Shift	:	14.30 hrs. to 23.00 hrs.
III Shift	:	23.00 hrs. to 06.00 hrs.
General Shift	:	08.00 hrs. to 16.30 hrs.
- c. Handing over and taking over with other MPHWS.
- d. Bed making and locker cleaning.
- e. Sterilisation of instruments and taking care of linen and suturing materials and other articles.
- f. Transporting patient in wheel chair / stretcher, etc.
- g. To change oxygen cylinders and get indent medicines and storing things.
- h. Helping the staff for IM injections, IV changing and administration of medicines.
- i. They have to accompany the ambulance if necessary while referring cases to empaneled nursing homes / corporate hospitals.
- j. To comply with the works assigned then and there.

**3. Pharmacy Services**

The scope of work in BHEL Hospital are given below:

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

1 <sup>st</sup> Shift	:	08.00AM to 4.30PM
2 <sup>nd</sup> Shift	:	12.00 Noon to 8.00 PM
- c. They should maintain individual accounting on line after dispensing medicines, to raise indents and get medicines from sub stores and to maintain receipt and issue statement every month.
- d. To dispense medicines correctly against prescription.
- e. The dispensed prescription has to be entered into the system daily.
- f. Any other work assigned by the Pharmacy in charge.

**SIGNATURE OF THE BIDDER WITH SEAL**



**TERMS AND CONDITIONS OF CONTRACT**

**Name of Works:** Service Contract for providing Paramedical services in Hospital of BHEL- HPVP Visakhapatnam for a period of two years.

**I. INSTRUCTIONS TO TENDERERS:**

1. Sealed Tenders for the following services are hereby invited from the contractors experienced in delivery of skilled and/or unskilled services of similar magnitude:

Sl. No.	Services Description	Indicative Manpower Requirement (Nos.)
1	Nursing Services	2
2	Dressers / Multi-Purpose Health Services	5
3	Pharmacy Services	4
	<b>Total</b>	<b>11</b>

2. Tender shall be submitted in Two Parts i.e. (1) Technical Bid and (2) Price Bid

Technical Bid shall be submitted confirming acceptance to all clauses indicated in this Tender along with EMD and enclosures as required by the Tender and any other documents which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document including the Scope of Work for each of the services attached thereto before submitting Tender. Deviations/variations, if any to the clauses of the Tender shall be indicated clearly. They are to be put in one sealed envelope and super scribed with Tender reference and Technical Bid.

**The Tenderers should submit Bid for all of the above mentioned paramedical services (Not quoting for all the services the bid will be summarily rejected).**

Price Bid duly filled and signed with seal, must be submitted in another separate sealed envelope super scribed with Tender reference and Price Bid. Price Bid envelope must contain only the rates strictly as per **Format in Annexure –VIII**

Sealed envelope of both (1) Technical Bid and (2) Price Bid must be put in a single sealed envelope super scribed with Tender reference and due date, must be sent within the specified date and time.

In this regards, if any clarification is required, the Tenderers may contact the officer mentioned here below.

Tenders should be addressed to: Sr. Manager (Outsourcing),  
HPVP, BHEL, Visakhapatnam  
Ph: 0891-668 1334  
Email: scpasha@bhelviz.co.in

The full name and address of the Tenderer and the name of the work with Tender reference should be indicated in sealed cover.

All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

**TERMS AND CONDITIONS OF CONTRACT**

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3. All the entries in the Tender Documents should be in one ink. Erasing and overwriting are not permitted. Cancellations and insertions if any shall be authenticated by the tenderer by signing and affixing his seal
4. Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.
5. Unit rate should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and paisa with reference to each of the items for which tender is submitted strictly in the attached **Format in Annexure –VIII**. The rates shall include all taxes and duties (excluding Service Tax) and also all expenses towards wages, administrative costs, PF & ESI contributions, bonus (as per Bonus Act) and other costs irrespective of its mentioning in this tender.  

The rate quoted should be inclusive of all taxes excluding Service Tax arising on the transaction. If BHEL is required to discharge the liabilities of any taxes on the transaction like TDS (IT) or any other similar taxes, the same shall be deducted from the bills of the contractor. Applicable Service tax shall be paid by BHEL, as per Govt. rules.
6. The tenderer shall take notice that workmen engaged under this contract shall be provided with 2 pairs of uniform per annum, 1 pair of shoe covering 2 years period.
7. **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 (a) and (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.
8. The lowest price bid (L1) shall be decided based on the quoted total amount in the **Format in Annexure –VIII**
9. In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates in the future. **In case of revision of Minimum Wage by Appropriate Govt. after the award of work, BHEL will bear the difference of increased wages during the currency of the Contract.** No claim for enhanced rates will be entertained on any other account apart from the above after acceptance of the Tender or during the contract period of 2 years.
10. The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc. payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed thereunder]. The rates shall further be deemed to include statutory levies, taxes and duties etc arising from such acts, central or state, which may come into force, subsequent to submission of Tender. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.

**TERMS AND CONDITIONS OF CONTRACT**

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11. **The contract will be awarded on a total package value for all the three services.**
12. The Tenderers should submit their Bid for all of the above mentioned 3 Paramedical services (**Not quoting for any of the services will lead to rejection of offer.**)
13. The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender. After submitting the tender, the tenderer is not entitled to recall his/its offer or modify the terms and conditions thereof.
14. Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.
15. Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to functioning of its Hospitals and the respective outsourced services.
16. Pre bid meeting deliberating aspects involved in delivery of paramedical services will be held at BHEL-HPVP Hospital, Visakhapatnam at 14.00 hrs. On due date to ensure proper understanding by the Tenderers who wish to participate. They should be well versed with BHEL general conditions of contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The Tenderer is responsible to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
17. Details and quantities of each item of work shown in the Annexure IV Price Bid Format attached hereto are only approximate. They are given for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period of two years from the date of commencement of work.
18. Please note that our Hospital functions 24 hours and depending upon work load, the Tenderer will be required to deploy their labour in staggered shifts accordingly if so directed. Tenderer will be required to deploy their manpower in any or all shift timings of Hospital.

Indicative labour deployment under each item of services by the Tenderer is mentioned in Price Bid.

**19. 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.

**21. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

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

**TERMS AND CONDITIONS OF CONTRACT**

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**II. Terms and Conditions for EMD and Security Deposit:****1. Earnest Money Deposit:**

A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.

B. **Modes of Deposit:** The EMD may be accepted only in the following forms:

- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- b) Electronic Fund Transfer credited in BHEL account (before tender opening).
- c) Bankers' Cheque / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.

**Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) 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.
- b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- c) 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.
- C. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- D. EMD shall not carry any interest
- E. EMD of successful tenderer will be retained as part of Security Deposit

**2. Security deposit:**

- A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- B. The total amount of the 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.

**C. 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:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) 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.
- e) 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)

(Note: 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)

Ref: OPS/OS/SC/2016-17/32/044

Date: 22.10.2016

**TERMS AND CONDITIONS OF CONTRACT**

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**D. Collection of Security deposit:**

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.

F. The security deposit shall not carry any interest.

3. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
4. In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced and the enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
5. The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
6. The Security deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the Contractor.
7. The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL, upon the fulfilment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed.
8. If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD / Security Deposit will be forfeited and award of the contract will be cancelled.
9. 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-A** 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 two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer+.

**III. Contractor's Obligations and Statutory Liability:**

1. Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Chief Medical Officer. The Contractor shall be fully responsible for the work awarded to him.

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2. Contractor shall depute required supervisor/s to supervise work to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Chief Medical Officer.
3. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
4. The Contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work and services in the Annexure 1. Minimum qualification for the personnel engaged against each item of services outsourced are as follows:
  - a. **Nurses:**

Minimum Qualification: Diploma in Nursing and Midwifery and registered with the Nursing Council.  
Experience: Minimum Post qualification experience of 1 year
  - b. **Dressers / Multi Purpose Health Workers**

Minimum Qualification: MPHWH certificate & First Aid Certificate from a recognised institution. Experience: Minimum Post qualification experience of 1 year
  - c. **Pharmacists**

Minimum Qualification: Diploma in Pharmacy and registered with the Pharmacy Council  
Experience: Minimum Post qualification experience of 1 year
5. Contractor shall maintain appropriate records of his employees deployed to carry out the job (s).
6. Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card
7. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL
8. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
9. The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractor's firm / company. The uniform shall be in neat, tidy and wearable condition
10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any; from the establishment of BHEL

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11. The age of the contract workers deployed should be above 18 years
12. All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor including Hospital Rules and Respective Rules and Regulations governing individual disciplines of Paramedical Services
13. Contractor has to make PF, ESI contributions as per applicable laws in force
14. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice:
 

<ol style="list-style-type: none"> <li>(a) Form XIII</li> <li>(b) Form XIV</li> <li>(c) Form XVI</li> <li>(d) Form XVII</li> <li>(e) Form XVIII</li> <li>(f) Form XIX</li> <li>(g) Form XX</li> <li>(h) Form XXI</li> <li>(i) Form XXII</li> <li>(j) Form XXIII</li> <li>(k) Form XXIV</li> <li>(l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.</li> </ol>	<ol style="list-style-type: none"> <li>- Register of Workmen employed by contractor (Rule 75)</li> <li>- Employment card issued by contractor (rule 76)</li> <li>- Muster Roll (Rule 78(1) (a) (i)</li> <li>- Register of Wages (Rule 78(1) (a) (i)</li> <li>- Register of wages-cum Muster Roll (in case of weekly payment</li> <li>- Wage Slip (Rule 78) (b)</li> <li>- Register of deduction for damages of loss (Rule (78) (1) (a) (ii)</li> <li>- Register of files (Rule 78) (1) (a) (ii)</li> <li>- Register of advance (Rule 78)(1) (a) (ii)</li> <li>- Register of overtime (Rule 78) (1) (a) (iii)</li> <li>- Return to be sent by the contractor to licensing officer (Rule 82)</li> </ol>
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15. The contractor shall observe (a) weekly off and BHEL List of Holidays. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
16. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
17. Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
18. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
19. Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
20. BHEL shall not be responsible for any losses, damages to the contractor or to his employees

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**TERMS AND CONDITIONS OF CONTRACT**

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21. Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
22. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL
23. Contractor shall obtain license under CL (R&A) Act, 1970
24. The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractor's monogram.
25. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to BHEL, for forwarding the same to Labour Department.
26. The contractor shall attend to all inspections notified/conducted by the BHEL, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities.
27. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.
28. All the Contractors will have to produce documentary evidence of being an Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC) shall be enclosed with the Technical bid.

**IV General Conditions:**

1. Chief Medical Officer shall give overall instruction to Supervisor of the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by his authorized Supervisor exclusive for this work only
2. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days of time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss
3. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason
4. Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor



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5. **Period of Contract:** The successful bidder/s will be awarded contract for period of Two Years. BHEL may extend at its discretion the period of contract for a further period of one year on the same terms and conditions mutually agreed upon.
6. Contractor should submit ~~%~~Bid+strictly as per the prescribed format in Annexure IV. Price Bid Format
7. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
  - i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
  - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the GM I/c, BHEL, Visakhapatnam. The place of arbitration shall be at Visakhapatnam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
  - iv) All disputes shall be subject to the exclusive jurisdiction of courts at Visakhapatnam.
8. If awarded, a contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.
9. If the tender is made by an individual or a sole proprietorship firm, it shall be signed with his full name (and name of the firm, if applicable) and his address shall be furnished. If it is made by a partnership firm/LLP, it shall be signed with the partnership name by a partner of the firm, who shall also sign his own name, also furnish the name and address of each partners of the firm. If the tender is made by a corporation/company, it shall be signed by a duly authorized Officer who shall also submit with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
10. Whenever a tender is to be finally accepted, the tenderer, whose tender is under consideration, shall attend the Office of ~~%~~Issuing Officer%on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the ~~%~~Issuing Officer+for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within fifteen days from the date of intimation shall entail forfeiture of the earnest money deposited.
11. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the letter inviting tender. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the quantity is liable to alterations at the discretion of BHEL.
12. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to the workmanship, removal of improper work, interpretation of the work specifications, notes, procedures etc.

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13. If at any time, during the progress of work or any part of it such methods appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the Company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor. All BHEL general conditions of the contract shall be applicable.
14. Notwithstanding anything contained herein above, The Company reserves the right to enter into separate agreement for each of the services or by grouping one or more services with one or more contractor at their discretion.
15. Any partner / Director of the firm/Company of the contractor banned by BHEL earlier and got registered under different company/firm name are not eligible to quote.
16. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
17. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the labor deployed by him.
18. Contractor shall be deemed to have included in his tender price of all the charges required for the purpose of providing paramedical services connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of BHEL will ensure the completion of the work within the time specified.
19. This is a time bound contract for period mentioned, and does not envisage any extension of time / period unless BHEL exercises its discretion as per Clause 24.
20. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
21. BHEL reserves the right to terminate the contract at any stage without assigning any reason whatsoever
22. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit without prejudice to other rights and make him ineligible for doing business with BHEL and any other Govt. and PSU.

**23. Terms of Payment:**

- a. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor's statutory liability
- b. Bills for every month shall be prepared by the Contractor on the basis of the unit of services provided and submitted to Medical Superintendent for verification. Payments will be effected on actual basis after certification by the Medical Superintendent. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by the Contract Cell of Human Resources Management.

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**TERMS AND CONDITIONS OF CONTRACT**

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- c. The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement in Man days. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the statutory provisions at contractors cost. In other words, no overtime (OT) payment will be made by BHEL.
  - d. In respect of submission of Final Bill, proof of PF, ESI & Bonus payment to the contract labour for the entire contract period shall be submitted along with NO Claim Certificate by the contractor.
  - e. **Penalty:** If the contractor fails to fulfil any of the contractual obligations, seven days notice will be issued to rectify the defect failing which the BHEL shall have the right to levy penalty equivalent to 0.5% of the contract value for every defaulting week subject to a maximum of 15% and without prejudice to any other relief or compensation to which the company is entitled under the other conditions of the contract.
24. Disputes or differences arising from this Tender Notice, if any or any other disputes connected therewith shall be decided by the Issuing Officer, and his decision will be final and binding on the tenderers.
25. The contractor should abide by the security and safety rules of the company and provide such safety requirements as per statutory rules and requirements of the company.
26. In case of breach of any of the terms and conditions of the contract, BHEL reserves the right to cancel the contract either in part or full.
27. Canvassing in any form shall render the Bid liable to be rejected.
28. Contractors shall ensure engaging of one employee per shift and shall ensure compliance of labor law provisions pertaining to shift operations. Contractors shall also ensure supervision of the services rendered by its workmen.
29. **CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**

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

- (a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any: Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

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- (b) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Chief Medical Officer which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by Chief Medical Officer, or the same shall be recovered from the Contractor by other means.
- (c) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Chief Medical Officer, whose decision shall be final and conclusive.

**30. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:**

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from Chief Medical Officer, or his authorized representative;
- (b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by Chief Medical Officer, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by Chief Medical Officer or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Chief Medical Officer, whose decision shall be final and conclusive.

**31. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

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

**32. SPECIAL POWER TO TERMINATION: -**

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Chief Medical Officer, 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 fore-closing of the work.

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**33. RECOVERY FROM CONTRACTOR: -**

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

**34. POST TECHNICAL AUDIT OF WORK AND BILLS:-**

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

**35. SIGNING OF CONTRACT: -**

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the Contract.

**33. ARBITRATION: -**

All disputes between the parties to the Contract, arising out-of or relating to the Contract, other than those for which the decision of the Chief Medical Officer, or 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 to the other party be referred to the sole arbitrator to be nominated by the GM I/c, BHEL, Visakhapatnam. The place of arbitration shall be at Visakhapatnam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract.

The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

**38. JURISDICTION**

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

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If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by BHEL subject to prompt notification by the Contractor.

**SIGNATURE OF THE BIDDER WITH SEAL**

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to ~~REVERSE AUCTION PROCEDURE~~ i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at ~~Total~~ Cost to BHEL+ like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

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**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the %Terms and Conditions+ section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ~~s~~Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

\* \* \*

**SIGNATURE OF THE BIDDER WITH STAMP**



**Ref: OPS/OS/SC/2016-17/32/044**

**Date: 22.10.2016**

Sub: Service Contract for providing Paramedical services in Hospital of BHEL- HPVP Visakhapatnam for a period of two years.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

**Signature of the bidder with stamp**

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Date: 22.10.2016

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT  
w.e.f. 01.04.2016**

All values are in

<b>SL. No</b>	<b>DESCRIPTION</b>	<b>Semi-Skilled</b>	<b>Skilled</b>
1	Minimum Wage	<b>347.00</b>	<b>407.00</b>
2	PF @ 13.6%	47.22	55.39
3	ESI @ 4.75%	16.48	19.33
4	Bonus @ 8.33%	28.90	33.90
5	Leave Wages (18 days / Year)	20.01	23.48
6	Terminal Benefit for (15 days / year)	16.68	19.56
7	Holidays for 10 days	11.12	13.04
	<b>TOTAL</b>	<b>487.41</b>	<b>571.70</b>

Signature of the bidder with stamp

Ref: OPS/OS/SC/2016-17/32/044

Date: 22.10.2016

**CONTRACTOR INFORMATION**

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

**SIGNATURE OF THE BIDDER WITH STAMP**

Ref: OPS/OS/SC/2016-17/32/044

Date: 22.10.2016

**CHECK LIST**

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ 95,438/-		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	Service Tax Registration Certificate		
07.	PAN Number		
08.	TIN		
09.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15 & 2015-16)		
10.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b> valid NSIC certificate <b>or</b> EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**SIGNATURE OF THE BIDDER WITH STAMP**

**Certificate by Chartered Accountant on letter head**

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-II) \_\_\_\_\_ dated \_\_\_\_\_,  
 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:  
 \_\_\_\_\_..Lakhs
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:  
 \_\_\_\_\_ Lakhs

**(Strike off whichever is not applicable)**

The above investment of \_\_\_\_\_ Lakhs is within permissible limit of \_\_\_\_\_ Lakhs 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 year 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

**ACCEPTANCEFOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY\$ NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Date:

Bank Manager / Officer

Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services

# **PART . II**

## **(PRICE BID)**

Ref: OPS/OS/SC/2016-17/32/044

Date: 22.10.2016

**PART-II (PRICE BID)**

**Name of Work:** Service Contract for providing Paramedical services in Hospital of BHEL- HPVP Visakhapatnam for a period of two years

Tender Enquiry No.: **OPS/OS/SC/2016-17/32/044, Dated: 22.10.2016**

Sl. No.	Paramedical Services	Category	Location	Indicative persons per day (a)	Approx. working days for two years (b)	Indicative no. service days for two years (c = a*b)	Rate per Service Day in (d)	Total amount for two years' in ₹ (e = c*d)
1	Nursing Services	SW	Hospital	2	730	1460		
2	Dresser / MPHWH	SSW	Hospital	5	730	3650		
3	Pharmacy Services	SW	Hospital	4	730	2920		
					<b>Total</b>			

**Total amount in Words:**

**SIGNATURE OF THE BIDDER WITH STAMP**



**Ref: OPS/OS/SC/2016-17/32/044**

**Date: 22.10.2016**

**Note:**

- 1) The prices shall remain fixed and firm for an entire period of contract. **In case of revision of Minimum Wage by Appropriate Govt. after the award of work, BHEL will bear the difference of increased wages during the currency of the Contract & No additional payment shall be made to contractor over and above.**
- 2) L1 shall be evaluated based on quoted total amount. However, BHEL reserves the right to go for Reverse Auction / negotiate with L1 vendor.
- 3) The quantities mentioned above are indicative for finalizing the Tender. However, the actual quantity may vary. Payment will be made for actual quantity only.
- 4) Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. If there is a discrepancy between amount in figures & words, 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. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- 5) The rate quoted shall be inclusive of all taxes & duties but excluding Service Tax, Swachh Bharat Tax and Krishi Kalyan Tax.

**SIGNATURE OF THE BIDDER WITH STAMP**