



Bharat Heavy Electricals Limited

Bhopal - 462022

Tender Document

Name of Work: Providing Nursing services in Kasturba Hospital, OHS and Dispensaries of BHEL, Bhopal.

Tender Enquiry No.: MED/Nursing Services/03 (R)/2019-20

Date of Issue of Tender: 14/02/2020

Last Date for submission of Tender Documents: 28/02/2020

Time of Closing of Tender Document Submission: 11.00 AM

Due date of Tender Opening (Part-1): 28/02/2020, 14.00 hrs

Place of Submission of Tender / Bid: Tender Box for Works Contract, Tender Room, Ground Floor, Administrative Building, BHEL, Bhopal - 462022

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 3:00pm with prior intimation. For arranging visit or any other queries, the party shall contact the under given office/Person:

Contact Person: Shri Prajjal Adak

Contact Address: Sr. Manager (HR), Kasturba Hospital, BHEL, Bhopal

Email: prajjal@bhel.in

Phone: 0755-2505321, 2505376, 2502925.

Fax: 0755-2505310

Details of Tender Document

Name of Work: Providing Nursing services in Kasturba Hospital, OHS and Dispensaries of BHEL, Bhopal.

The Tender document has been detailed as Follows:

- (1) Notice Inviting Tender (Annexure-A)
- (2) Techno-commercial Bid (Annexure-B)
- (3) Price Bid (Annexure-C)
- (4) Bank Account details for NEFT/RTGS payment (Annexure-X)

General Instructions:

- Instructions to be followed have been specified clearly in the Techno-commercial bid i.e. Annexure-B of the Tender Document.
- Timely receipt of Tender to the In-charge Tender room within schedule time and date is solely the responsibility of the bidder.
- The entire document being submitted (either the tender document or supporting documents) shall be duly signed and stamped by the bidder.
- All further corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender, if any shall be hosted only at our website www.bhel.com
- **Annexure-A and Annexure-B shall compulsorily be submitted with sign and seal on each page in the Techno-commercial bid envelope.**

I/We agree with the above

Signature of Contractor with Seal

NOTICE INVITING TENDER [NIT]

BHEL, Bhopal invites participation & Offers from the interested Service Providers / Vendors for providing complete healthcare support comprising of nursing services in our Kasturba Hospital, OHS and Dispensaries as per details given hereunder:-

DETAILS / SCOPE OF WORK				
Nursing services in Kasturba Hospital, OHS & Dispensaries of BHEL, Bhopal				
SI No.	TYPE & SCOPE OF WORK		Frequency (Manpower Deployment)	Estimated requirement
1.	Nursing Assistance services in Hospital Wards, ICU, OPD, Casualty, OHS, dispensaries etc.	Monitoring and administering medication and intravenous infusions, taking patient samples, pulses, temperatures and blood pressures, Patient Care, maintenance and upkeep of proper records etc.	Per Day Basis	Trained Nursing staff having requisite qualification & experience as specified in the NIT. The estimated number of such staff required on a daily basis would be 55 Nos.
The service provider is required to adhere to the requirement of trained nursing staff as per registration requirement of Nursing Council as applicable.				
Note: It is estimated that for providing efficient services as per scope entailed above, the service provider will be required to depute personnel as per details given above.				

Duration of Work: ONE (01) year

Last Date for submission of Tender documents: 28/02/2020

Time of Closing of Tender submission: 11.00 AM

Date of Opening of Tender: 28/02/2020

Time of Opening of Techno-Commercial Bids: 14:00 hrs

Tender Cost: Rs. 1000/- + GST @12% extra (non-refundable) payable online at E-Payment (NEFT/RTGS/NETBANKING/SB COLLECT etc) link:

<http://www.bhelbpl.co.in/qcins/iccs.htm> on www.bhelbpl.co.in or as per details mentioned in Annexure-X and attach proof of the payment.

All interested Service Providers / Vendors may send their offers as per the requirements of the Tender document hosted on our website www.bhel.com

I/We agree with the above

Signature of Contractor with Seal

TECHNO-COMMERCIAL BID

TENDER ENQUIRY NO. : MED/Nursing services /03 (R)/2019-20

NAME OF WORK: Providing Nursing services in Kasturba Hospital, OHS and Dispensaries of BHEL, Bhopal.

Tender cost: Rs. 1000/- + GST 12% (to be charged) E- payment (NEFT/RTGS/NET BANKING/SB COLLECT)

The on-line payment receipt shall be enclosed along with techno-commercial bid. For NEFT/RTGS payment refer bank details as per Annexure-X. For SB Collect / Net Banking payment refer following link:
<http://www.bhelbpl.co.in/qcins/iccs.htm>.

LAST DATE FOR SUBMISSION: 28/02/2020 upto 11.00 AM

DATE OF OPENING: 28/02/2020 at 14:00 hrs

PLACE OF OPENING: Tender Room, Ground Floor, Administrative Building, BHEL, Bhopal - 462022.

EARNEST MONEY DEPOSIT [EMD]: Rs. 2.45 lakhs (E-payment (NEFT/RTGS/NET BANKING/SB COLLECT as mentioned above).

Tenderers are required to remit **Earnest Money Deposit of Rs. 2.45 lakhs** in the form of E-Payment link at <http://www.bhelbpl.co.in/qcins/iccs.htm> at SBI Collect account and attach proof of it for considering their offers. Failure to remit the EMD would render the tenderer ineligible for consideration.

**Signature & Seal of
Official submitting the Tender**

I/We agree with the above

Signature of Contractor with Seal

SCOPE OF WORK

DETAILS / SCOPE OF WORK				
Nursing services in Kasturba Hospital, OHS & Dispensaries of BHEL, Bhopal				
Sl No.	TYPE & SCOPE OF WORK		Frequency (Manpower Deployment)	Estimated requirement
1.	Nursing Assistance services in Hospital Wards, ICU, OPD, Casualty, OHS, dispensaries etc.	Monitoring and administering medication and intravenous infusions, taking patient samples, pulses, temperatures and blood pressures, Patient Care, maintenance and upkeep of proper records etc.	Per Day Basis	Trained Nursing staff having requisite qualification & experience as specified in the NIT. The estimated number of such staff required would be 55 Nos.
The service provider is required to adhere to the requirement of trained staff as per registration requirement of Nursing Council as applicable.				
Note: It is estimated that for providing efficient services as per scope entailed above, the service provider will be required to depute personnel as per details given above. Three most experienced nursing staff amongst the above to be deployed to coordinate, deploy & resolve the issues in day to day official work.				

Note: Rate should be quoted in PRICE BID enclosed as Annexure – C in words as well as in figures. No other formats for quoting the price shall be used. In case there is a mismatch of price quoted in Figures & Words, the price in words will prevail.

I/We agree with the above

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PRE-QUALIFICATION CRITERIA

The Tenderer shall have the following Pre Qualifying Requirements in providing similar Services to consider their offer for further processing:

- A. The Tenderer shall have average annual financial turnover of at least Rs. 36.74 lakhs during the last three years ending 31st March 2019. The copy of audited balance sheet for last three year ending 31.03.2019 & income tax return for last three assessed year ending 31.03.2019 should be submitted with tender documents.
- B. The Tenderer shall have similar work execution of supplying Paramedical and Nursing in Private/Government Hospitals experience of one contract worth Rs. 97.98 lakhs or 2 contracts worth Rs. 61.23 lakhs each or 3 contracts worth Rs. 48.99 lakhs each.
 - a. Completed single Contract(s) shall be at least of 06 months duration.
 - b. Similar contract(s) shall be in a hospital of at least 75 Beds.
 - c. Completed contract shall be within the last seven years ending 31.03.2019
- C. The Tenderer should have his firm / himself registered with unique PAN & GST Registration Numbers.
- D. The Tenderer should have his firm registered for extending EPF & ESIC facilities.

Note: The Tenderer shall have requisite licenses / permissions as per Annexure-D if any, to engage manpower for the required Nursing specialties as mentioned in the NIT. Please note that the above experience shall be subject to verification by BHEL, Bhopal. Failure to fulfill all the above requisite conditions shall make the tender offer to be summarily rejected.

INSTRUCTIONS TO BE FOLLOWED:

1. Tenderer(s) are advised to participate only if, they fulfill minimum qualification criteria as mentioned in tender notice.
2. Offer must be submitted only on the tender Documents downloaded from our website i.e. <http://www.bhel.com>. No changes in format is permitted. Any change in format may lead to disqualification. However in case of tender documents purchased from Department, the same shall be used. Tender document can be downloaded from our website (i.e. <http://www.bhel.com>). Tender cost (non-refundable) to be paid through online E-Payment at www.bhelbpl.co.in Any request for tender document by post/courier will not be entertained in any case. However Tender document may also be obtained from the office of Contracting department on submission of E-payment on deposition of the tender cost, on any working day between 08:00 AM to 03:00 PM.
3. The cost of tender documents as indicated in the tender notice will have to be deposited by the tenderer along with the Techno-Commercial offer. Tender cost should be paid separately and not included in the Earnest Money. In case, tender is not accompanied with the cost of the tender documents as detailed above, tender shall be treated as invalid.

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4. OFFER :-

The offer should be submitted in two parts and in following manner:

A. TECHNO-COMMERCIAL BID:

i. THE FIRST ENVELOPE

The first envelope shall contain the following as mentioned below. This envelope shall be sealed and super scribed with "Techno Commercial Bid", Name of work, NIT No. & due date of opening of tender.

a. Documents in proof of fulfilling the Pre-Qualification Criteria

The ink signed and stamped copy of documentary proof of meeting the Pre-Qualification criteria along with the other relevant documents shall be submitted by the concerned party. The tenderer shall submit the Completion certificate / experience certificate from previous customers. These documents may be self-attested & subject to verification failing which the Offer may be summarily cancelled. The tenderer shall also provide the Contact details i.e. Name & Designation of Contact person, Address for correspondence, E-Mail Address, Landline & Cell Phone numbers of the organization issuing the Experience / Completion Certificate. The tenderer shall provide the Audited Balance Sheet and Profit & Loss Account of the last three years ending 31st March 2019 in support of the claim of the Average Turnover. Failure to provide the above details may lead to rejection of the bids.

b. Techno Commercial Bid

It shall contain the ink signed Techno-Commercial Bid (Annexure-A and Annexure-B) along with relevant documents like ESI, PF code, PAN No., Goods & Service Tax Regn. Work Order, Experience/Completion Certificate, Audited Balance Sheet, Profit & Loss Account.

c. Tender Cost

It shall contain the E-Payment through www.bhelbpl.co.in towards Tender Cost (Non-refundable) as specified in the tender notice. The tenderer who have obtained the tender document from the Medical Department shall submit the original E-Receipt in the first envelope.

d. Unpriced Signed Price Bids

It shall contain format of the Price Bids without prices as per Annexure C which shall be duly signed.

B. PRICE BID:

ii. THE SECOND ENVELOPE

The second envelope shall contain the following as mentioned below. This envelope shall be sealed and super scribed with "Price Bid", Name of work, NIT No. & due date of opening of tender.

a. Price Bid:

It shall contain only the Price bid as per *Annexure-C*. Any other information in the price bid shall not be considered and the offer is likely to be rejected.

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Price bid document shall be ink signed by the bidder at the bottom of the page.

Both the sealed envelopes shall be kept in another sealed cover. The cover shall be super-scribed with "Quotation for <name of work>, NIT No. & due date of opening and shall be addressed to In-charge, Tender Room, Ground Floor, Administrative Building, BHEL, Bhopal - 462022 and it should also contain the Bidder address.

5. Offers should be strictly submitted in original tender documents/ format issued by BHEL. Offers submitted by any party in their own format, such offer(s) are liable to be rejected.
6. ***Bidder's address shall be written on each envelope.***
7. ***The Tenderer must sign and stamp on each page of tender document including supporting documents submitted with tender else tender is liable to be rejected.***
8. Rate must be quoted in figures as well as in words. In case there is a mismatch of price quoted in figure & words, price quoted in words shall prevail.
9. Only Part -1 i.e. Techno-commercial bids with requisite EMD and Tender Cost shall be opened on the due date of opening in the presence of the interested parties available at the time of opening of the tender. Date of opening of Price bids (Part-2) will be intimated to the parties who qualify as per techno-commercial offer.
10. The offer shall be valid for ***120 days*** from the date of opening of the Tender.
11. **The total man-days for which nursing staff to be provided may be changed on Sundays/Holidays depending upon the requirement of OPDS and wards. The actual requirement may be intimated one or more days before the Sunday/Holiday by the Matron Office of Kasturba Hospital to Supervisor deployed by the service provider.**
12. This contract shall be governed as per the BHEL Works Policy, Rules & General conditions.
13. Bidders shall enclose the certificate of satisfactory performance, from previous customer, along-with the tender documents in support of their claim of having minimum experience of similar works.
14. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
15. 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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16. If any information / document submitted by the tenderer is found false/ fake at any stage, the tender will stand cancelled and EMD shall be forfeited.
17. It will be deemed that tenderer have gone through all the specifications, Tenderers obligation, special & general condition of contract and agree to abide by the same.
18. Tenders not received in the above manner are likely to be rejected.

Note:

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 Tenderer.

BHEL will not be responsible for the loss or delay of tenders in transit in any case.

All further corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender, if any, shall be hosted only on our website www.bhel.com

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Qualification standard required to execute the work:

Providing Nursing services in Kasturba Hospital, OHS and Dispensaries of BHEL, Bhopal shall be strictly as per under given technical requirement.

SL	Services	Minimum Qualification requirement of persons to be engaged	Minimum Years of Post Qualification Experience of persons to be engaged	Daily Manpower Requirement
1	Nursing Staff	Degree in the field (B.Sc. Nursing)	01	55

The persons to be engaged shall possess recognized qualification and have registration with appropriate authorities. Further, they shall be medically fit to carry out job on all three shifts. Skill and aptitude to perform the job of persons to be deployed shall be demonstrated to Medical Superintendent, Kasturba Hospital or his/her authorized representative through suitable means (including interview) and only those who are declared suitable can be deployed by the contractor to perform the job.

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PERIOD OF CONTRACT:

Period of contract shall be for one (01) year from the date of start of the work.

Monthly Payment to the Tenderer shall be made as per the Rate at which the work is awarded which shall be inclusive of Salary / Wages, PF, ESI, Leave, Bonus, Service charges etc. for the number of personnel deployed and for the number of days deployed during a month.

Goods & Service tax shall be paid on actual basis after submission of Goods & Service Tax Challan with Goods & Service Tax registration in proper category.

PENALTY CLAUSE:

- (i) **Penalty for delay in start of the work** – After receipt of LOI, if party fails to start the work within 15 days from LOI date, the penalty @0.5% of total work order value for each week delay shall be imposed, maximum up to 10% of contract value.
- (ii) **Penalty for non-deputation of requisite man power** - In case Contractor fails to provide Nursing Staff as per the agreed terms and conditions, deduction shall be made on per person per day basis. This will be applicable when contractor fails to achieve minimum 90% attendance (90% of 55 X actual no. of working days in the month) + (90% of N X no. of Sundays and holidays in the month).

Where N = No. of manpower required to be deployed during Sunday and Holidays as instructed by Matron/Authorized representative to the contract.

Attendance falls below 90% will attract penalty on per person per day basis and shall be "10% over the rates quoted by contractor" i.e. payment shall be made on actual deployment basis plus penalty shall be deducted for total nos. of absent man-days. First 15 days shall not be considered for penalty in order to establish and streamline the contract.

- (iii) If services provided by the contractor is found to be unsatisfactory, suitable penalty as deemed fit by the Medical Superintendent or his authorized representative may be imposed and deduction shall be done from monthly bills/ security deposit of the contractor.
- (iv) For not wearing proper uniform at work place Rs. 50/- per day per workman.
- (v) Not having ID card/badge Rs. 10/- per day per workman.
- (vi) Not maintaining proper hygiene (including PPDs) i.e. gloves, disposable clothing etc. wherever applicable, Rs. 30/- per day per workman.
- (vii) GST on penalty shall be extra.

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EARNEST MONEY DEPOSIT (EMD):

EMD amount may be submitted through following mode:

- (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)
- (iv) Fixed Deposit Receipt (FDR) 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)

In digital mode the payment should be made in BHEL Bhopal A/c (details mentioned in Annexure – X). Tender without EMD shall be rejected.

1. EMD shall be converted to security deposit if the work is awarded.
2. EMD of unsuccessful bidders shall be refunded back normally within fifteen days of acceptance of award of work by the successful bidder.
3. EMD shall not carry any interest.
4. EMD of bidder will be forfeited, if:
 - i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates
 - ii) The tenderer does not commence the work within the period as per LOI/contract.
 - iii) The tender is to be submitted essentially with earnest money deposit (EMD). The amount of fresh EMD will be Rs 2.45 lakhs. One time EMD in a BHEL, Bhopal unit (for exemption from payment of EMD with each such tender in that BHEL, Bhopal unit) will be Rs five lakhs.

SECURITY DEPOSIT (SD):

- 1) Successful vendor shall deposit security. The total amount of Security Deposit will be 5% of the contract value.
- 2) The security deposit shall be collected before start of the work by the Tenderer.

The total amount of Security Deposit 5% of the contract value will be submitted from successful bidder before start of work.

SD may be deposited in electronic mode as per BHEL norms or in the form of Bank Guarantee/Fixed Deposit/ Securities pledged in favour of BHEL.

At least 50% of the required Security Deposit, including EMD, should be collected before start of the work. Balance of the 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.
4. Security Deposit shall not carry any interest.
5. EMD of successful tenderer can be converted and adjusted against the Security Deposit.

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6. Security Deposit shall be refunded after a period of 3 months of the completion of the contract and submission of Final Bill.
7. Security Deposit will be realized only after payment of all dues like Bonus, Leave payment etc. of manpower deployed.

SPECIAL CONDITIONS:

1. 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.
2. The Tenderer shall be bound to pay their employees' wages which shall not be less than the minimum wages as declared by M. P. State Govt. wages (for highly skilled category) as declared from time to time. Presently. M.P. State Govt. wages are Rs. 442/- per day for Highly Skilled, Plus 12% PF Employer contribution, 3.25% ESI, Bonus as per Payment of Bonus Act and 1 day leave on every 20 days attendance. The wages may be verified from BHEL Bhopal before bidding for this tender.
3. Tenderer shall maintain the muster roll, wages payment register and all other records applicable as per Labour Laws.
4. In case of non-compliance of any of the labour 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.
5. The Tenderer shall employ worker in the age between 18 - 45 years only during execution of his work. They shall be physically and mentally fit for the job.
6. The Tenderer shall inform BHEL prior to engaging or removing the Nursing staff from the site of work. Before engagement of any Nursing staff in Kasturba Hospital the candidate has to be appeared before committee formed by Kasturba Hospital for scrutiny of documents and on recommendation of committee members new staff may be engaged by service provider in Kasturba Hospital.
7. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, environment related

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conditions, new safety clause and any other relevant conditions applicable time to time.

8. 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.
9. Please note that the Tenderers are required to quote for the above mentioned services in totality and L1 rate shall be based on the consolidated figures.
10. The Tenderers are advised to see the site before quoting the rates.
11. BHEL reserves the right to award only a fraction or part of the work given in the scope of work.
12. 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.
13. Power of Attorney / Subletting will not be accepted for execution of this work.
14. Income Taxes (TDS) as applicable shall be recovered as per rule.
15. 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.
16. Gate passes / tokens issued by the CISF unit to the contractor's employees 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.
17. No bill will be entertained until the wages of workers, as applicable are paid and PF and ESI are deposited.
18. Security deposit will be realized only after payment of all dues to labor i.e. Bonus, Leave payment etc. of manpower deployed.
19. Workmen must follow the safety norms and use protective devices for work wherever required.
20. The Tenderer will have to protect the BHEL equipment and material from fire hazards or any other damages or loss.
21. Workmen should be suitably vaccinated (Hepatitis B, Tetanus etc.) before their deployment and documentary evidence of the same shall be produced before their deployment

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22. No excuses for hindrance viz. Weather condition, non-availability of labor etc. will be entertained for not completing the work.
23. 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.
24. The Tenderer shall have to carry out the work anywhere outside / inside factory area as per the requirement of the Medical Dept. and no extra payment will be made for any such work carried out.
25. 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.
26. 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.
27. 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
28. Tenderer shall maintain a bank account in any of the nationalized banks with Internet Banking facilities at Bhopal. This should be suitable for e-payment by BHEL.
29. Payments shall be released to the account maintained by Tenderer in Bhopal only. Only after making payments of all dues to their employees, the balance amount can be transferred to Tenderers Office.
30. Payment of wages to workmen will have no relation to clearance of monthly bills submitted by the Tenderers.
31. The Tenderer should make all disbursements to his workmen through their bank accounts only. Payment of wages will have to be made within seven (07) days of the end of wage period.
32. The contractor shall follow all the statutory compliances and all the prevailing Industrial / Labour Laws/ Govt. Laws, as amended from time to time.

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PRICE BID CONDITIONS

1. **Tenderers are required to quote for the above mentioned scope of work in totality and L1 rate shall be arrived based on the consolidated figures. Work to be executed and Services are to be provided in totality only.**
2. **Tenderer has to quote the Amount of Price bid by assessing all related expenditure which may include Salary, all statutory payments, Conveyance, Accommodation, Uniform, Supervision, Financial charges, Service Charges etc. The price bids not satisfying the minimum prescribed wages of BHEL shall be summarily rejected.**
3. **Request for any other payment will not be entertained by BHEL for whatsoever reason including for variation in minimum wages as per MP State Govt. wages guidelines over and above the amount quoted.**
4. **In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates in the future due to increase in minimum wages, dearness allowance etc. No claim for the enhanced rates will be entertained on this account after acceptance of the Tender or during the contract period. The contract will be awarded on fixed price basis and no price variation will be entertained during entire contract period.**
5. **Tenderer has to submit monthly bill based on actual deployment and work carried out. 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 & leave/holiday payment with up-to-date cumulative figure should be recorded in payment register. Proof of payment of PF & ESI has to be enclosed along with monthly bills.**
6. **Payment shall be based on actual deployment and work execution. In case of any shortage in deployment, proportionate deduction shall be effected.**
7. **The persons deployed may be allowed weekly off on any day other than Sunday also, depending upon exigencies of work / BHEL requirement.**
8. **Goods & Service Tax, wherever claimed, is to be supported by Service Tax Invoice along with proof of payment of service tax for preceding Service Tax invoice claimed from BHEL under this contract.**
9. **Risk Purchase: In case the Tenderer on successful award of the Tender refuses to execute the work / part thereof shall pay the complete / excess cost to be incurred for the completion of the Contract.**

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General Conditions:

1. Medical Superintendent or his authorized representative shall give overall instructions to the contractor 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.
2. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
3. All Nursing Staff deployed by the Contractor, have to necessarily wear Uniform, Apron at work place distinguishable from BHEL Employees.
4. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss
5. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason
6. Notwithstanding anything contained in this NIT, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor
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-HR, BHEL, Bhopal. The place of arbitration shall be at Bhopal. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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- 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 Bhopal.
- 8. Whenever a tender is to be finally accepted, the tenderer, who's 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. A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of applicable value to be purchased by the contractor and it should be signed with seal of the firm / company and witnessed.
- 9. 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.
- 10. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the labour deployed by him.
- 11. Contractor shall be responsible for verification of Character and antecedents of workmen deployed by him.
- 12. BHEL reserves the right to terminate the contract at any stage without assigning any reason whatsoever.
- 13. **Terms of Payment:**
 - a. Payment shall be based on actual deployment and work execution. In case of any shortage in deployment, proportionate deduction shall be effected. Similarly, in case of non-execution of work and or poor execution of work, amount as determined by Medical Superintendent shall be deducted.
 - b. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor's statutory liability and this contract.
 - c. Bills for every month shall be prepared by the Contractor on the basis of the unit of services provided / work executed and submitted to Authorized Officer for verification. Payments will be effected on actual basis after certification by the Authorized Officer. 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 Labour Cell of Human Resources Management.

I/We agree with the above

Signature of Contractor with Seal

14. 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.
15. 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.
16. Payment will be made within 60 days from the invoice with all relevant documents from submission date. In case of MSME contractor payment will be made within 45 days from the date of invoice submission with all relevant documents.
17. In case the total rate quoted by two or more parties are same then party who has successfully executed more numbers of work order of similar nature (supply of Paramedical staff) within the period of last two years will get preference.
18. The precaution should be taken while filling the Price Bid format. In case of overwriting in Price Bid format, the tender/offer submitted by the party will be rejected.
19. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signatures(s) of persons(s) signing the bid else bid shall be liable for rejection.

20. COMPENSATION:

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

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

Compensation in respect of each of the victims:

1. In the event of death or permanent disability resulting from Loss of both limbs – Rs.10, 00,000/- (Rs. Ten Lakh).
2. In the event of other permanent disability – Rs.7, 00,000/- (Rs. Seven Lakh).

I/We agree with the above

Signature of Contractor with Seal

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

21. ARBITRATION AND GOVERNING LAW:

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

22. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

- a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to this GCC.

The Annexure together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

I/We agree with the above

Signature of Contractor with Seal

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UGST) and GSTIN shall be clearly mentioned by the Bidder.
3. **GST portion of the invoice shall be released only upon :-**
 - 2.2.1 All invoices raised by contractors/vendors must be GST complaint Tax invoices as per GST invoice rules.
 - 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
 - 2.2.3 Receipt of good/services and Tax Invoice by BHEL and
 - 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
 - 2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

5.

Reverse Charge under GST

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to services provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual

I/We agree with the above

Signature of Contractor with Seal

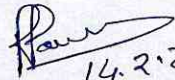
date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage/Penalty

6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at source

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.


14.2.2020
Authorized Signatory on behalf of BHEL
Kasturba Hospital, Bhopal
डॉ. राशमी परमहंस / Dr. Rashmi Paramhans
अवर मरिटाइम (जी. एण्ड ओ.) / AGM (G & O)
कस्तूरबा चिकित्सालय बी.एच.ई.एल. भोपाल
Kasturba Hospital, BHEL, BHOPAL

I/We agree with the above

Signature of Contractor with Seal

UNDERTAKING
(To be submitted along with Techno-commercial Bid)

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 MP govt and BHEL additional wages, as applicable from time to time, to the workers as per rule / act.
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 fromto (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) COR / FDR no. _____ Date _____

**Signature & Seal of
Official submitting the Tender**

I/We agree with the above

Signature of Contractor with Seal

Annexure-C

PRICE-BID

Name of work: Providing Nursing services in Kasturba Hospital, OHS and Dispensaries of BHEL, Bhopal.

Tender No. & Date : MED/Nursing services/03 (R)/2019-20, **dated:** 14/02/2020

Period of work : One Year (365 days)

SL	Services	Daily requirement (in Nos.)	Total Qty (in Nos.)	Total per year [In INR]
A	Nursing Assistance	55	20075	
	Total in Figures			
	Total in Words			

RATES QUOTED SHALL BE FIRM THROUGH OUT CONTRACT PERIOD

Contractor has to quote total amount for one year.
GST shall be paid extra as applicable.

I/We agree with the above

Signature of Contractor with Seal

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: Bidder shall fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder	
2.	Fax / E-Mail Address	
3.	Phone No. (Office)	
4.	Name & designation of the official of the tenderer to whom all the references shall be made.	
5.	Bidder's proposal No. & date	
6.	Whether Tender fee submitted (By Cash / Bank Draft/NEFT). Please give details.	
7.	Whether EMD submitted (as per Annexure-B) Please give details.	
8.	Validity of offer / rates quoted for three months from the date of opening of tender.	
9.	PAN No. & documentary proof.	
10.	PF Registration No. & Photo copy of supporting documents.	
11.	ESI Registration No., Photocopy to be enclosed.	
12.	GSTN Registration No. if applicable, (Photocopy to be enclosed).	
13.	Labour Licence No. of previous work (Photocopy to be enclosed)	
14.	Details of Experience & documentary proof.	

Signature of the bidder with seal

I/We agree with the above

Signature of Contractor with Seal

ANNEXURE "X"



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

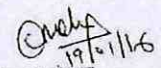
TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016


चैतन मेहर
CHETAN MEHAR
वरिष्ठ प्रबन्धक (वित्त)
Sr. Manager (Finance)
बी.एच.ई.एल. भोपाल / BHEL, BHOPAL

We certify that the above bank details are correct as per our record.


Banker Signature & Seal
S.K. JAIN
SBN-2917