



BHARAT HEAVY ELECTRICALS LIMITED,  
Electroporcelains Division, IISc Post  
Bengaluru - 560 012

**PART-A**  
**TENDER**  
**DOCUMENT**

# **TENDER DOCUMENT**

Providing "05 Nurses & 01 Pharmacist" for BHEL EPD Factory Occupational Health Centre.

**PART – A**

**(Techno Commercial Bid)**

DEPARTMENT: HUMAN RESOURCE MANAGEMENT

Section: MEDICAL



**CONTENTS**

SL. No.	Description	Page Nos
1.0	Notice Inviting Tender	3
1a	Bid Application	4
1b	Bid questionnaire – A	5
1c	Bid questionnaire – B	6
1d	Declaration by Bidder (Hospital)	7
2.0	Instructions to Bidder (Hospital)	8 - 9
3.0	General Terms and Conditions	9 - 15
4.0	Evaluation of Price Bid	15
5.0	Price Variation Clause	15
6.0	Scope of work	16
7.0	Minimum Wages payable to Nurses & Pharmacist	17
8.0	Proforma for submitting “ Techno-commercial Bid”	18
9.0	Proforma for submitting “ Price Bid”	19



1.0

**NOTICE INVITING TENDER**

Sealed bids are invited from Regd. Hospitals/Nursing Homes for treating our Employees / Beneficiaries of BHEL Retired Employees Contributory Health Scheme in single stage two part bid for the following works, as detailed below:

Sl. No.	Work Description	Tender Enquiry No. / Date
1	Providing Five Nurses & One Pharmacist in First, Second, Third Shift and General Shift (Totally Five Nurses & 01 Pharmacist).	"Tender Enquiry No.EPD/HR/MEDICAL/03/16-17 dated Sept.19, 2016"

Contract period	: Two Years from the date of commencement
Cost of Tender documents	: Rs. 100.00 (Rupees One Hundred only)
Issue of tender documents	: From Aug. 29, 2016 onwards
Last date and time of Issue of tender documents	: Up to 2-00 PM of Sept 19, 2016
Last date and time for submission of tender documents	: Up to 2-30 PM of Sept 19, 2016
Date of opening of Tender (Techno-commercial Bid)	: At 3-00 PM on Sept 19, 2016 at Tender Opening Room

**Note:**

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 am to 12.00 pm from HRM Department, BHEL-EPD, Bangalore – 560 012 by paying the prescribed tender fee of Rs.100/- in cash through Pay in Slip issued by BHEL EPD or a crossed demand draft in favor of 'BHEL' payable at Bangalore.
2. Tender document can also be downloaded from BHEL EPD website, [www.bhelceramics.com](http://www.bhelceramics.com). When downloaded tender document is submitted, the cost of tender document (Rs.100/-) is required to be submitted along with the Part-A (Techno-commercial bid of the tender document).
3. In case, tender documents are requested by post, BHEL-EPD shall not be responsible for any delay due to any reasons, including postal delay, receipt of request for NIT from the Bidder and non-receipt of tender documents by the Bidder.
4. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
5. BHEL reserves the right to terminate the tender during any stage of the tender period or subsequently. Decision of BHEL in this regard shall be final & binding on all parties.
6. **Qualification Criteria:**
  - (1) Regd. Hospitals / Nursing Homes (Bidders) shall only be eligible for participating in this Tender.
  - (2) Hospital shall depute only Nurses and Pharmacist with minimum educational qualification of SSLC Pass with Diploma in Nursing/Pharmacy.
  - (3) An Undertaking to cover its personnel under ESI, PF, etc., and comply with other statutory requirements.

Date – 29.08.2016

Name: **Raju MVSN**  
Designation: Dy General Manager/ HR & C&PR  
BHEL-EPD, Bengaluru - 12



**TECHNO-COMMERCIAL BID**

**PART - A**

**1a. BID APPLICATION**

To

Dy General Manager/ HR & C&PR  
Bharat Heavy Electricals Limited  
Electroporcelains Division,  
IISc Post, Bangalore – 560 012

Dear Sir,

Our Hospital /Nursing Home (name & address) \_\_\_\_\_  
\_\_\_\_\_ hereby undertakes to depute 5 (five) Nurses and 1 (one)  
Pharmacist with minimum educational qualification of SSLC Pass with Diploma in Nursing/Pharmacy and having minimum of one year work  
experience after acquiring Diploma in Nursing/Pharmacy against Tender Enquiry No. EPD/HR/MEDICAL/03/16-17 dated Sept.19, 2016.

We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- |     |                                  |   |            |
|-----|----------------------------------|---|------------|
| 1.  | Notice Inviting Tender           | } | (Part – A) |
| 2.  | Bid Application                  |   |            |
| 3.  | Bid Questionnaire – A            |   |            |
| 4.  | Bid Questionnaire – B            |   |            |
| 5.  | Declaration by Bidder(Hospital)  |   |            |
| 6.  | Instructions to Bidder(Hospital) |   |            |
| 7.  | General terms and conditions     |   |            |
| 8.  | Specific terms and conditions    |   |            |
| 9.  | Evaluation of price bid          |   |            |
| 10. | Price Variation Clause           |   |            |
| 11. | Scope of Work                    |   |            |
| 12. | Technical Bid as per format      | } | (Part – B) |
| 13. | Price Bid Format as per format   |   |            |

We further agree to execute all the works referred to in the said documents as per the General terms and conditions and special terms & conditions.

We are in possession of independent ESI & PF Code for our Establishment.

We declare that, there was never / is no litigation or charge under investigation / enquiry / trial against the Hospital/Nursing Home, nor we have been convicted in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Bidder(Hospital/Nursing Home)

Date:



**TECHNO-COMMERCIAL BID**

**1b. BID QUESTIONNAIRE - A**

**Tender Enquiry No: -**

**Date:**

**Details of the Contractor (Hospital/Nursing Home)**

- a) Name and address of the Hospital/Nursing Home :
- b) Name and address of the Owner/proprietor :
- c) Is any relative of Bidder(Hospital/Nursing Home) employed in BHEL : Yes / No

(If yes furnish the detail)

Name

Staff no

Location / Area

Signature of the Bidder(Hospital)

Date:



**TECHNO-COMMERCIAL BID**

**1c. BID QUESTIONNAIRE - B:**

01	Registration No. of Hospital / Nursing Home & Name of Registering Authority	
02	ESI Code No	
03	TAN No.	
04	PF Code No.	
05	Service Tax Registration No.	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Have you quoted your rate as per the Price Bid format	Yes/ No
09	Are you providing, at present, Nursing/Pharmacy Service to any other Organization? If yes, Name of Organization.	Yes/ No
10	Any other comments the bidder would like to make.	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. **Please note that if answer of SI No. 08 is 'NO' then the bid will be rejected.**

*We declare that we have read the tender document completely and have understood the scope of work and terms & conditions governing the contract. We agree to abide by the same and other terms & conditions and guidelines issued by BHEL during the course of execution of the work as per the contract.*

Signature of the Bidder(Hospital/Nursing Home)

Date:



**TECHNO-COMMERCIAL BID**

**1d. DECLARATION BY THE BIDDER (HOSPITAL/NURSING HOME)**

I, -----, aged-----Yrs., S/o -----, residing at -----

-----  
hereby declare that I have been authorized to submit this Declaration and accordingly declare as follows:

- (i) That our Hospital/Nursing Home is registered as per applicable laws in India
- (ii) That our Hospital/Nursing Home is competent to enter into a Contract.
- (iii) We shall employ Indian Nationals only.
- (iv) We shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (v) We shall not employ persons against whom Criminal cases are pending or under investigation.
- (vi) We shall also not employ persons found guilty of offences involving moral turpitude for the said purpose.
- (vii) That there are no Criminal cases pending or under investigation against our Hospital/Nursing Home.
- (viii) That none of company directors / partners of our Hospital/Nursing Home have been found guilty of offences involving moral turpitude.
- (ix) Our Hospital/Nursing Home has not been declared insolvent in the past.
- (x) We have taken due care and efforts to furnish only information which are true in the tender document.
- (xi) We shall employ Nurses/Pharmacist who are more than 18 years of age and having sound physical and mental health.
- (xii) We shall keep Photograph / identity proof / residential proof of the Nurses/Pharmacist to be employed against this tender and arrange for police verification.

[Signature of the authorized signatory with Name & seal of the Bidder(Hospital/Nursing Home)]

Date :

Place :



## 2.0 INSTRUCTOINS TO BIDDER (HOSPITAL/NURSING HOME)

- 2.1 This Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:  
Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on **Sept.19, 2016** at 3-00 pm)  
Part 'B': Price Bid to be quoted as per Tender conditions in the format given by BHEL-EPD.
- 2.2 Part 'A' must be duly completed and sealed along with the Undertaking in a separate envelope super scribed "**Tender Enquiry No. EPD/HR/MEDICAL/03/16-17 dated Sept.19, 2016 Part 'A' - Techno-commercial Bid**"
- 2.3 **The Bidder(Hospital/Nursing Home) shall NOT indicate the price or rate in the "Techno-commercial bid . Price shall be indicated only in the Price Bid i.e. in a separate sealed cover.**
- 2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "**Tender EPD/HR/MEDICAL/03/16-17 dated Sept.19, 2016 Part 'B' – Price Bid**".
- 2.5 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the MM - Tender Box kept at BHEL-EPD Reception **by 14-30 Hrs on Sept.19, 2016**. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Sept.19, 2016 at 15.00 hours** the same day in the presence of Bidder (Hospital/Nursing Home) or their representatives who are present for the tender opening. Bidders(Hospital/ Nursing Home) who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the Bidder (Hospital/Nursing Home) or their representative who are notified to attend the tender opening. The tender documents may also be sent either by Registered Post / Speed Post / Courier so as to reach on or before the said date and time.
- 2.6 The Techno-commercial Bid (Part - A) and general terms and conditions shall form part of Techno-commercial offer. **Each page should be duly signed by the Bidder(Hospital) as a token of acceptance.**
- 2.7 Part 'B' – **Price Bid** should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. In case of discrepancy between the Quote in figure and words, then the Quote in words would be taken as the valid Quote. Part 'B' Price bid will be opened only in respect of those Bidders(Hospitals/Nursing Home) who are qualified in Techno- Commercial Bid.
- 2.8 The Bidder(Hospital/ Nursing Home) shall accept all the terms and conditions of the tender.
- 2.9 Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the Bidder(Hospital/Nursing Home) however is permitted.
- 2.10 Name of the Bidder(Hospital/Nursing Home) should be written or the Hospital seal to be put on the sealed envelope.
- 2.11 Before making the offer, the Bidder(Hospital/Nursing Home) is advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.12 All entries in the tender document should be in one Ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.
- 2.13 For any further details required, Tender Issuing Officer of BHEL/EPD, Bangalore may be contacted in person or through Telephone Nos. **080-22182374 or 22182236 or 22182240.**
- 2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. BHEL's decision in this regard shall be final and binding.
- 2.15 **PRICE BID** - The Bidders(Hospitals/Nursing Homes) are required to submit their quotation **as per the price bid format (Page 19)** given along with the tender documents. The price should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, Bidder (Hospital/Nursing Home) should not express any difficulties in execution of the contract.



- 2.16 The Bidder(Hospital/Nursing Home) should note that the Income Tax as applicable will be deducted from the bills of Bidder.
- 2.17 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of price bid opening.
- 2.18 BHEL reserves the right to reject any bid, which is technically unacceptable and economically infeasible.
- 2.19 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the Bidder(Hospital).
- 2.20 Successful Bidders(Hospitals) shall enter into an Agreement on stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Performa given by BHEL.
- 2.21 Any written communication required to be sent to the Contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL EPD for the contract purposes.

### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.1 GENERAL**

- 3.1.1 Bidder should have License under Contract Labour (Regulation & Abolition) Act 1970, if applicable. A copy of the license should be submitted along with the bid documents.
- 3.1.2 Bidder should have independent ESI Employer code under ESI Act 1948, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.3 Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.4 The Bidder shall also mention the PAN Number issued by Income Tax Department, copy the PAN card or PAN number allotment letter shall be submitted along with the bid documents.
- 3.1.5 There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspended or blacklisted by any organization on any ground.
- 3.1.6 In case, the Bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.7 If the Bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

#### **3.2 STATUTORY REQUIREMENTS:**

- 3.2.1 The Bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The Bidder, when required by the Company shall produce the Registers and Records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.2.2 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.2.3 The Bidder shall, keep and produce for inspection at all times, Forms, Registers and other Records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.2.4 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.2.5 Each Bidder will be required to maintain the daily attendance of his employees in the prescribed Proforma for accounting, payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.



- 3.2.6 The Bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers, as per the Act. Minimum prescribed bonus at present is 8.33% of annual wages. However, the quantum of Bonus payable by the tenderer to his workmen will be decided and borne by BHEL.
- 3.2.7 The Bidder will have to extend paid National Holidays and Festival Holidays to their employees as per the provisions of Act and the Rules thereof. However, if due to exigencies of work the Contractor engages his employees on National Holidays or Festival Holidays, Contractor shall pay additional wages as prescribed under the provisions of the Act.
- 3.2.8 Non-Disclosure Agreement: Bidder/Hospital shall sign a Non-Disclosure Agreement (NDA) as per BHEL Format in compliance of our Information Security Management System.
- 3.2.9 Confidentiality: Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software etc., belonging to BHEL and also of the Systems, Procedures, Reports, Results and any other company documents discussed and/or finalized during the course of execution of the Contract.

### **3.3 MANPOWER**

- 3.3.1 The Contractor shall be responsible for safety of his employees while they are engaged for work connected with BHEL contract.
- 3.3.2 The Bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.3.3 The Bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work.
- 3.3.4 The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The Bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.3.5 The Bidder shall employ only such personnel who are medically fit. The company has right to direct the Bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.3.6 Contractor shall not employ Nurses/Pharmacist who are less than 18 years of age or more than 60 years of age during the contract period.
- 3.3.7 The Contractor shall designate one of the Nurses to manage other Nurses deputed by the said Hospital, maintain and submit all statutory Records>Returns and co-ordinate with the designated BHEL officials.

### **3.4 FAILURE TO COMPLY WITH CONTRACT**

- 3.4.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the Bidder shall be final and binding on the Bidder.
- 3.4.2 In the event of any failure on the part of the Bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills and other dues as well as directly from the Bidder.
- 3.4.3 The decision of BHEL regarding interpretation of any Terms and Conditions set forth in the Agreement shall be final and binding on the Bidder.



**3.5 PAYMENT TO THE CONTRACTOR (HOSPITAL)**

- 3.5.1 The periodicity of payment to the Contractor shall be on a calendar month basis. The contractor shall raise the Bill for Payment as per the Contractual Terms & Conditions mentioned in the Contract, which should be duly certified by the BHEL Official in charge of the contracted work.
- 3.5.2 The contractor shall initially pay the wages and other allowances and thereafter claim reimbursement from BHEL. The Contractors would be required to submit their Claims along with the proof of payment of wages of the Nurses/Pharmacist. The Claims would be scrutinized and certified for payment by the BHEL Official and forwarded to Accounts Dept. for effecting payment. Statutory levies, if any, like Excise Duty, VAT, Service Tax, etc. will be reimbursed at actuals by BHEL on providing proof of payment.

**3.6 SUB-CONTRACTING**

- 3.6.1 The Contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or Firm or hospital.

**3.7 LEGAL JURISDICTION:**

- 3.7.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- 3.7.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- 3.7.3 In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL - EPD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-EPD is situated and no other court shall have the jurisdiction.

**3.8 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR (HOSPITAL) :**

- 3.8.1 The duties and responsibilities and obligation of the Contractor including statutory responsibilities mentioned in this document is indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 3.8.2 The Contractor will not engage any child labour (i.e. any worker below the age of 18 years) and the Contractor (Hospital) will abide by the provisions of Child Labour (Prohibition & Regulation) Rules, 1988. Hospital/Nursing Home should issue appropriate Appointment Letter to its Workmen.
- 3.8.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the Contractor):
- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the Contractor to the HR Department (Rule 75).
  - (ii) A Register of workmen From XIII (Rule 75)
  - (iii) Employment card From XIV (Rule 76)
  - (iv) Service Certificate From XV (Rule 77)
  - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
  - (vi) Half yearly return to be sent (In duplicate) by the Contractor (Hospital) to the licensing officer. From – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
  - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and be made available even after the contract is over for verification.
- 3.8.4 EPD – Bengaluru is a Notified Area under the provisions for ESI Act 1948, the Contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The Contractor should ensure ESI coverage and facilities to its workers (i.e. ESI code no. and ESI card etc.,) as per ESI Scheme from ESI authorities including Medical Benefit etc.,. The Contractor shall arrange for filling of family declaration forms in respect of their Nurses and Pharmacist and deposit the same in ESI office for issue of Identity card by ESI authorities. The Contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with its contribution to the ESI authorities.



- 3.8.5 Nurses/Pharmacist insured under ESI Act only shall be deployed in BHEL.
- 3.8.6 The Bidder shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept. of BHEL/EPD.
- 3.8.7 Notwithstanding anything contrary to this, in the event of an accident, the Contractor shall be required to submit Injury Report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.8.8 The Bidder shall submit the following Returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan.
  - Annual Return in Form 6A along with Form 3A.
- 3.8.9 The Contractor shall maintain the following Records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- (i) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
  - (ii) Pass Book.
  - (iii) Cash Book.
  - (iv) Attendance.
  - (v) Wage Register.
- 3.8.10 The Contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948.
- (i) The Contractor may recover from its workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from its employees in any manner.
  - (ii) The Contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through it along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of Principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act, 1952 and ESI Act, 1948 to the authorities under the said Acts.
- 3.8.11 In case of revision of Minimum Wage by the Appropriate Govt. after the award of work, BHEL will bear the difference of increased wages during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded and its name shall be blacklisted for further tenders/contracts. In addition, the contractor will be subjected to legal action.
- 3.8.12 The Contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The Contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act.
- 3.8.13 Contractor shall supervise the work assigned to them and to be carried out by its employees.
- 3.8.14 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.
- 3.8.15 In case Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the Contractor.
- 3.8.16 The liability for compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.



- 3.8.17 NATIONAL & FESTIVAL HOLIDAYS: (as declared by BHEL): The Contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of its workmen is required to work on National Holiday or Festival Holiday, the Contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 3.8.18 Besides the three national holidays i.e. - 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the Contractor shall be required to provide paid holiday to its workers for the same. If any of the contract workers works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 3.8.19 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the Contractor (Hospital) shall give their workmen half day leave in "First" shift only. The Contractor workmen working in Second and Third shifts will be required to exercise their franchise during their own time.
- 3.8.20 The Contractor shall maintain the following Documents, Registers, Forms as required under the Factories Act 1948 and Rules 1969.
- |      |            |                        |
|------|------------|------------------------|
| (I)  | Leave Book | Form No. 15 (Rule 121) |
| (II) | Nomination | Form No. 25 (Rule 127) |
- 3.8.21 The Contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The Contractor will pay the un-availed portion of leave in cash every Six months from the start of the contract.
- 3.8.22 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.8.23 The Contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.8.24 The Contractor shall be required to deposit service tax as applicable as assessed by Central Excise Authority (Service tax cell) Bangalore before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 3.8.25 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 3.8.26 Contractor shall be required to submit a list of Nurses/Pharmacist to be deployed for the Nursing/Pharmacy Care contract giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No, PF No. and the workmen family member details.
- 3.8.27 The Contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.8.28 The Contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The Contractor will also be responsible for the good conduct of his workmen.
- 3.8.29 The Contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.8.30 The Contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.



- 3.8.31 In case, the Contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be canceled / terminated in part or in whole. In the event of such cancellation / termination of contract, the Contractor shall be liable to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other Contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed to be executed by the Contractor.
- 3.8.32 Whenever any sum of money is found to be recoverable from or payable by the Contractor, the same will be deducted from any sum that may be due or which at any time thereafter becomes due to the Contractor under this contract or under any other contract. In case, the recoveries are not complete even after such deduction, the Contractor shall pay the same or the balance thereof. The Contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries.
- 3.8.33 During the currency of contract, if the Contractor is awarded any other Service / work contract in BHEL, the Contractor will have to inform the designated BHEL official before accepting the other work.
- 3.8.34 In case of failure on the part of the Contractor to execute the work awarded to him within the stipulated time the sum equivalent to the Earnest Money Deposit (Rs.60,000/-) as per BHEL Works Policy shall be forfeited as per the Undertaking provided by Bidder, after a week's Notice issued by the awarding officer and BHEL may in its discretion award the contract to any other Party.
- 3.8.35 In case of any extra work executed by the Contractor, the Contractor will be paid on pro-rata basis as per the provisions of extant policies.
- 3.8.36 All the terms and conditions as mentioned in Work Order will also form a part of the Agreement.
- 3.8.37 BHEL shall have the right to deduct any sum from the bill of the Contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from their wages which are not justified by the terms of the contract or non observance of the said contract Labour regulations.
- 3.8.38 The Contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 3.8.39 The Contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.8.40 The Contractor shall be responsible for safe custody of BHEL's property like medicines etc., entrusted to him and if necessary arrange insurance at his own expense.

### **3.9 PERIOD OF CONTRACT:**

- 3.9.1 The contract, shall be, initially for a period of Two Years from the date of award of Contract.
- 3.9.2 The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.
- 3.9.3 The parties are at liberty to terminate the Agreement by giving three calendar months notice in writing. However, in case of abrupt or premature termination of contract, the loss, if any, caused to the other party shall be compensated by the party terminating it.

### **3.10 ARBITRATION:**

- 3.10.1 If at any time, any question, dispute or difference on matter connected with this Work Order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL Electroporcelains Division, Bangalore and the Award shall be final and binding on both parties.
- 3.10.2 In any matter pertaining to law, the Agreement shall be subject to limits of local jurisdiction of BHEL-EPD.



**4.0 EVALUATION OF PRICE BID:**

- 4.1 Rate must be quoted for providing a total of 5 Nurses & 1 Pharmacist in the Price bid format/ Proforma as the job would be awarded to successful Bidder for the whole job. In case, Bidder does not quote rates for all the five Nurses and one pharmacist, BHEL reserves the right to reject such offer(s).
- 4.2 Evaluation of the L-1 offer shall be computed on overall cost basis to BHEL.
- 4.3 In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- 4.4 The rates quoted by the Bidder shall be workable and also comply with all statutory requirements.

**5.0 PRICE VARIATION CLAUSE:**

- 5.1 The periodic increase in statutory/BHEL Basic Wages or Variable Dearness Allowance of the workmen of contractors will be reimbursed by BHEL.



**6.0 SCOPE OF WORK.**

6.1 Area of Work: Factory Occupational Health Centre,  
BHEL, Electroporcelains Division,  
Opp.Indian Institute of Science,  
Malleswaram, Bengaluru 560 012.

6.2 Job Description of Nurses:

- a. monitor delivery of medical facility to worker or patient
- b. monitor delivery of drugs to patients
- c. to attend to patient in emergency or needful situation
- d. dressing / giving injection, checking vital signs, BP etc.
- e. assist doctor in checking of patient & in pre - employment check ups
- f. Any other related activity

6.3 Job Description of Pharmacist:

- a. Prepares medications by reviewing and interpreting physician orders
- b. Dispenses medications by compounding, packaging, and labeling pharmaceuticals.
- c. Provides timely supply of drugs by requisition and/or by imprest supply.
- d. Receiving pharmacy deliveries, checking and marking off the invoice and entering data into the Pharmacy database
- e. Duties include expiry date checking, ward returns recycling, stock takes etc.
- f. Pharmaceutical inventory and stock control
- g. Participation in the pharmacy department occupational health and safety program is mandatory.
- h. To adequately meet the needs of patients, as per the duty roster.
- i. Any other related activity

**Note:**

1. **The Bidder (Hospital/Nursing Home) is requested to meet the Medical Superintendent and visit the Occupational Health Centre to assess the total work involved before submitting the Bid.**



7.0 Minimum wages payable to the 05 Nurses & 01 Pharmacist, are, as follows:

Components of Wages	Daily Wages (In Rs. Paise)	Paid Holiday Wages (In Rs. Paise)
1) Basic/Day	217.26	217.26
2) VDA/Day	188.00	188.00
3) Attendance Bonus/Day	10.00	--
4) Addl Payment	61.54	--
<b>Sub Total (a)</b>	<b>476.80</b>	<b>405.26</b>
5) Transport Allowance/Day	30.00	--
6) Washing Allowance/Day	2.88	--
<b>Sub Total (b)</b>	<b>32.88</b>	<b>--</b>
7) PF (13.36% of a)	63.70	54.14
8) ESI (4.75% of a+b)	24.21	19.25
<b>Sub Total (c)</b>	<b>87.91</b>	<b>73.39</b>
<b>Total Wages/Day (d) = (a)+(b)+(c)</b>	<b>597.59</b>	<b>478.65</b>

Per Annum	Working Days	No. of Paid Holiday/ Leave
No of days (e)	285	27
<b>Total Wages (f) = Total of (d) x (e)</b>		

No of Persons to be deployed

**5 Nurses + 1 Pharmacist**

1. Total Wages per annum (g) = (f) (Working days + Paid Holiday/Leave) x 6

2. Amount of Service Tax (if any) (h)

3. Total Wages including Service Tax (i) = (g) + (h)

4. Total Wages for 2 years (j) = (i) x 2

**NOTE:**

- The above information is for the benefit of the bidders to calculate their cost. The Bidder Margin is not included in the above calculation.
- BHEL will bear the periodic increases in Basic Wages, Dearness Allowance & other Allowances of the Bidder's workmen during the tenure of the contract.
- The rates quoted by the tenderer should comply with all statutory requirements such as Minimum Wages payable to workmen and shall include the Bidder margin and other overhead expenses.
- Taxes payable, if any, to be quoted separately. If taxes payable are not quoted separately, it will be presumed that the price is inclusive of all taxes.



Date:

**8.0 PROFORMA FOR SUBMITTING “ TECHNO – COMMERCIAL BID”- PART A**

In response to your “Tender Enquiry No. EPD/HR/MEDICAL/03/16-17 dated Sept.19, 2016 inviting offers for providing the services of 5 Nurses & 1 Pharmacist to BHEL, EPD, Bengaluru Occupational Health Centre, we hereby submit Part ‘A’ - Techno-commercial Bid”

1. We hereby undertake to depute 04 Nurses & 01 Pharmacist with minimum educational qualification of SSLC Pass with Diploma in Nursing/Pharmacy. The brief summary of Nurses & Pharmacist proposed to be deputed to BHEL, EPD, Bengaluru, is, as follows:

***Profile of Nurses & Pharmacist proposed to be deployed :***

Sl No	Description	Qualification	Years of post qualification Experience	Remarks if any
i.	Nurse-1			
ii.	Nurse-2			
iii.	Nurse-3			
iv.	Nurse-4			
iv.	Nurse-5			
iv.	Pharmacist-1			

2. We also hereby undertake to cover our personnel under ESI, PF, etc., and comply with other statutory requirements.

Signature,  
Name & Designation of authorized signatory  
Official Seal



9.0 **PROFORMA FOR SUBMITTING “PRICE BID” PART – B**

Ref: “Tender Enquiry No. EPD/ HR/ MEDICAL/03/16-17 dated Sept.19, 2016

Scope of work: Providing “Five Nurses & One Pharmacist” for BHEL EPD Factory Occupational Health Centre

Adhering to the terms and conditions of the “**Tender Enquiry No. EPD/HR/MEDICAL/03/16-17 dated Sept.19, 2016**”, including the details of minimum wages to be paid to the Nurses as per Para 7.0 of the NIT, we hereby offer to provide the services of 5 Nurses & 1 Pharmacist at a cost of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for a period of 2 (Two) years.

Signature,  
Name & Designation of authorized signatory  
Official Seal