



BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division,
Mysore Road, PB No. 2606, Bangalore - 560 026

PART-A
1 - TENDER
DOCUMENT

TENDER DOCUMENT

Providing "06 Nurses & 02 Pharmacists" for BHEL EDN & ESD Factory
Occupational Health Centre & Township Dispensary.

PART – A

(Techno Commercial Bid)

DEPARTMENT: HUMAN RESOURCE MANAGEMENT
Section: MEDICAL



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PART-A
3 - **TENDER
DOCUMENT**

1.0

NOTICE INVITING TENDER

Sealed bids are invited from Bangalore based 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 Six Nurses & Two Pharmacists in First, Second, Third Shift and General Shift (Totally 06 Nurses & 02 Pharmacists).	"Tender Enquiry No.EDN/HR/MED/2020-21 dated 14 th March 2020

Contract period : Two Years from the date of commencement
Estimated value of contract : Approximately Rs 57.12 lakhs for two years

Last date and time for submission of tender documents : Up to 23rd March 2020, 1.00 PM of (In the tender box "HRM" at reception area of BHEL, EDN, Mysore Road, bangalore

Date of opening of Tender (Techno-commercial Bid) : 23rd March 2020, At
1.30 PM on at Tender Opening Room

Note:

1. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
2. 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.

Name : K A Nadaf
Designation : Senior Manager / HR
BHEL-EDN, Bangalore 560 026

Date -14/03/2020



TECHNO-COMMERCIAL BID

PART - A

1a. BID APPLICATION

To
Senior Manager / HR
Bharat Heavy Electricals Limited
Electronics Division,
Bangalore – 560 026

Dear Sir,

Our Hospital /Nursing Home (name & address)

_____ hereby undertakes to depute 06 (Six) Nurses and 02 (Two) Pharmacists with minimum educational qualification as per qualification criteria as per Page No 3 with minimum 01 year work experience after acquiring the requisite qualification against Tender Enquiry No.EDN/HR/MED/2020-21, dated 14/03/2020.

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

1. Notice Inviting Tender
2. Bid Application
3. Bid Questionnaire – A
4. Bid Questionnaire – B
5. Declaration by Bidder(Hospital)
6. Instructions to Bidder (Hospital)
(Part – A)
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
13. Price Bid Format as per format
(Part – B)

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, we have never been convicted in a court of law or suspended or blacklisted by any organization on any grounds.

Signature with seal of Bidder (Hospital/Nursing Home)

Date:



BHARAT HEAVY ELECTRICALS LIMITED,
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PART-A
5 - TENDER
DOCUMENT

TECHNO-COMMERCIAL BID

1b. BID QUESTIONNAIRE - A

Tender Enquiry No: - EDN/HR/MED/2020-21 dated 14th March 2020

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) : Yes / No
employed in BHEL

(If yes furnish the details) :

Name :

Staff no :

Location / Area :

Signature with seal of Bidder (Hospital/Nursing Home)
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 / PAN No.	
04	PF Code No.	
05	GST Registration No. HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code)	
06	Bank A/C No Banker's Name & Address	
07	Are you providing, at present, Nursing/Pharmacy Service to any other Organization? If yes, Name of Organization.	
08	Have you quoted your rate as per the Price Bid format	Yes / No
09	Agreeable for Reverse Auction if required	Yes / No
10	Agreeable to pay SD as per Annexure SD if awarded the contract	Yes/No

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 with seal 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 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/any other 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 & below 65 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 :



1.e .PREQUALIFICATION REQUIREMENTS:

(1) BHEL Bangalore based Panel Hospitals / Nursing Homes (Having an office at Bangalore)shall be eligible for participating in this Tender OR

In case of other Hospitals/Nursing Homes of Bangalore(Not in BHEL panel-Having an office at Bangalore) , the **Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least Rs 17 Lakhs. Turn Over Details of last three years certified by CA may be provided as proof.**

(2) Hospital shall depute only Nurses with minimum educational qualification of SSLC Pass with 1. Diploma in Nursing or 2. 'A' Grade Certificate in General nursing and Mid-Wifery or 3. B.Sc. (Nursing) and must be registered with the State Nursing Council. Hospital shall depute only Pharmacists with minimum educational qualification of SSLC Pass with Diploma in Pharmacy or pass in Pharmacist's examination as approved by the Central/State Government and must be registered under Pharmacy Council Act.

(3) The nurse/pharmacists deputed should have minimum 01 year work experience after acquiring the requisite qualification as mentioned in (2) above.

4. "The firms/vendors/contractors who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors will be rejected. The list of banned firms is available on BHEL website www.bhel.com".

5. The Tenderer should have ESI, PF, LIN and GSTIN Number allotted in its name. The letters issued by the concerned authorities should be enclosed with the Technical Bid of the Tender to evidence such registration.

6. PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

7. The tenderer shall accept for Reverse Auction if required. (Yes/No)

2.0 INSTRUCTIOINS 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 23/03/2020 at 1.30 pm)

Part 'B': Price Bid to be quoted as per Tender conditions in the format given by BHEL-EDN.

2.2 Part 'A' must be duly completed and sealed along with the Undertaking in a separate envelope super scribed "Tender Enquiry No. EDN/HR/MED/2020-21, Due Date 23/03/2020 **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 EDN/HR/MED/2020-21 , Due Date 23/03/2020 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 HRM - Tender Box kept at BHEL-EDN Reception **by 1-00 Hrs on**



23/03/2020. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on 23/03/2020 at 1.30 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. But, BHEL shall not be responsible for delay in delivery by registered post/Speed post/Courier.

- 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 on the Hospital seal to be put on the sealed envelop.
- 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/EDN, Bangalore may be contacted in person or through Telephone Nos. **080-26998229 or 26998193.**
- 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 25)** 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/Nursing Home).

2.20 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 EDN for the contract purposes.

2.21 Reverse Auction:

BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessary submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to the envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again default on this count in any subsequent tender in the unit, it will be consider as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealing with suppliers/ contractors (as available on www.bhel.com).

3.0 GENERAL TERMS AND CONDITIONS :

3.1 GENERAL

- 3.1.1 Bidder should obtain License under Contract Labour (Regulation & Abolition) Act 1970, if applicable.
- 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 contractor shall also comply with all statutory requirements, applicable Acts/Rules, provisions, regulations, notifications and amendment made there under by concerned authorities from time to time.

3.2.2 Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.

Category wise BHEL Additional amount:

Category of Contract labour	BHEL Additional Amount per month (Rs.)
Highly Skilled Worker (SW)	4300

Cat ego ry	Karnataka Stat e Basi c Wag es	Karnataka State VDA w.e.f. 01. 04.2019	State Mini mum Wag es effect ive from 01.04.2019 (Basic + VDA)	Corporate Addl . pay men t	BHEL Wages w.e.f. 01.04.2019
			(2+3)		(4+5)
	(Rs./ day)	(Rs./ day)	(Rs./ day)	(Rs. /day)	(Rs./ day)
(1)	(2)	(3)	(4)	(5)	(6)
HS W	593. 21	33.73	626.9 4	173. 08	800.0 2

In addition to this contractor should pay Attendance Bonus @ Rs.10/- per day, Transport Allowance @ Rs.40/- per day and Washing Allowance @ Rs.125/- per month to Nurses and pharmacists deployed by them.

Any change in the minimum wage or Allowance notified by the Karnataka state government and any change in BHEL Additional payment to the eligible contract labour over and above the rate prevailing at the time of award of contract, will be reimbursed/deducted by BHEL-EDN to the contractor to the extent of change along with statutory payment viz PF, ESI & bonus on production of proof of payment



to the contract labour & statutory authorities by the Contractor duly verified by the Contract Executing Officer, HR and Finance. **The increase/decrease will be without service charge.**

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

Maintain proper records of timely disbursement of wages.

- 3.2.3 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 3.2.4 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 3.2.5 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.
- 3.2.6 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.
- 3.2.7 Contractor shall be solely responsible for non payment / delayed payment of wages / Allowances / DA, contributions under EPF & MP Act, ESI Act etc.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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.
- 3.2.11 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 3.2.12 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. The contractor shall also indicate ESI No., PF No., and GSTIN No. in the techno-commercial bid.



- 3.2.13 Payment of bonus, payment of gratuity and retrenchment compensation and any other statutory payment will be the sole responsibility of the contractors.
- 3.2.14 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 3.2.15 Contractor shall observe provisions of statutory act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL or factory inspectorate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.
- 3.2.16 Contractor shall ensure that wage cycle of the employees is no longer than 30 days and he will be responsible for making payment of wages through bank transfer (not through cash) 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.
- 3.2.17 The contractor shall obtain signature/Thumb impression of the contract labour on the wage register every month on the day of transfer of wages to the respective contract labour .
- 3.2.18 Contractor shall obtain license under CL (R&A) Act, 1970 if applicable.
- 3.2.19 The Bidder shall provide 2 sets of Uniform per year to his employees and the Uniform should have the logo of the Bidder. Similarly, the Bidder shall provide one pair of footwear and two socks once in two year. The quality of uniform shall be to the satisfaction of BHEL. Cost of two sets of uniform including stitching charges estimated at Rs.1450/- the cost of footwear (along with) two socks estimated at Rs.1300/- per pair which includes service charges i.e. all inclusive will be reimbursed to the Bidder by the company against production of bills. Also all the Nurses/Pharmacists shall wear Photo Identity Cards issued by the Bidder.
- 3.2.20 Non-Disclosure Agreement: Bidder/Hospital shall sign a Non-Disclosure Agreement (NDA) as per BHEL Format in compliance of our Information Security Management System.
- 3.2.21 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.
- 3.2.22 If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in *subclause (b) of clause (9) of Section 2 of the ESI Act for eligibility* (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for contract labour deployed by him who are not covered under ESI Act, along with his monthly bill.



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 65 years of age during the contract period.
- 3.3.7 The Contractor shall designate one of the Nurses / pharmacists to manage other Nurses / pharmacists deputed by the said Hospital, to 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 contract 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, GST 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 - EDN 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-EDN 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 The Contractor shall comply with the provision of ESI Act 1948, 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/EDN.
- 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, Employee's 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.



- 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 EDN): 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 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) |
- 3.8.20 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.
- 3.8.21 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.8.22 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.
- 3.8.23 The Contractor shall be required to follow GST law as applicable.



- 3.8.24 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.
- 3.8.25 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.
- 3.8.26 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.
- 3.8.27 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.
- 3.8.28 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.
- 3.8.31 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.
- 3.8.32 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.
- 3.8.33 The Contractor is required to pay Security Deposit of Rs.1,00,000/- to BHEL EDN as per Annexure SD before the start of the work.**
- 3.8.34 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.
- 3.8.35 In case any of the nurses/pharmacist deployed fail to report for duty, the contractor has to make alternate arrangement failing which penalty @2 % of daily wage (basic +DA) per person will be charged in addition to nonpayment of wages for the day. If this happens more than once in a calendar moth, penalty @ 5 % of daily wage (basic +DA) will be deducted in addition to non payment of wages for the day.



3.8.36 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.

3.8.37 The Contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.

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 on the same terms and conditions.

4.0 ARBITRATION & CONCILIATION

4.1: Conciliation

4.1.1 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 Contract/Order, 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 (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. 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.

4.1.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

4.1.3 The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

4.2 : Arbitration With a Sole Arbitrator:

4.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach,



termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the '**Notice**'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

4.2.2 The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.

4.2.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).

4.2.4 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.

4.2.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

4.3: IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

4.3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."

4.3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.



5.0 EVALUATION OF PRICE BID:

5.1 Rate must be quoted for providing a total of 6 Nurses & 2 Pharmacists 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 Six Nurses and Two Pharmacists, BHEL reserves the right to reject such offer(s).

5.2 Evaluation of the L-1 offer shall be computed on overall cost basis to BHEL.

5.3 The rates quoted by the Bidder shall be workable and also comply with all statutory requirements.

5.4 **PRICE VARIATION CLAUSE:**

5.4.1 Any change in the minimum wage or Allowance notified by appropriate Government and any change in BHEL Additional payment to the eligible contract labour over and above the rate prevailing at the time of award of contract, will be reimbursed/deducted by BHEL-EDN to the contractor to the extent of change along with statutory payment viz PF, ESI & bonus etc. on production of proof of payment to the contract labour & statutory authorities by the Contractor duly verified by the Contract Executing Officer, HR and Finance. The increase/decrease will be without service charge.

5.4.2 In future, due to the implementation of The code on wages bills or the impending rules concerning the same, if there is a increase/decrease in applicable notified wages, the same will be implemented. Accordingly any reimbursable wages /recoverable wages will be reimbursed / recovered and adjusted in the next bill.

5.5 Goods and Services Tax (GST): BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No. The Bidder shall mention Bidder's GSTIN number in all quotations and invoices submitted. The Bidder shall also mention SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature—CGST, SGST, UGST, IGST mentioned separately, SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment. **Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.** Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice. For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BH

6.0 SCOPE OF WORK.

- 6.1** Area of Work:
- | | |
|---|--|
| 1. Factory Occupational Health Centre,
BHEL, Electronics Division,
Mysore Road, PB No. 2606
Bangalore 560 026. | 2. BHEL, Electronic Systems Division,
Electronics City
Bangalore 560 100 |
| 3. BHEL Township Dispensary.
WC Road, (Near Bunt's Sangha)
Bangalore 560 040 | |

6.2 Job Description of Nurses:

- Attend to patient in emergency or needful situation
- Dressing / giving injection, checking BP/Sugar check etc.
- assist doctor in checking of patient & in pre - employment check ups
- maintaining of health records of patients and entering in data base



- e. Issue of referral/correspondence letters to concerned hospitals
- f. Assisting in day to day administrative activities at OHC & township dispensary
- g. Any other related activity

6.3 Job Description of Pharmacist:

- a. Dispensing Medicines as per BHEL Doctor's advice.
- b. Providing timely supply of drugs to patients.
- c. Receiving pharmacy deliveries, checking and making of invoice and entering data into the Pharmacy database
- d. Duties include expiry date checking, stock takes etc.
- e. Medicines inventory and stock control
- f. Maintaining of medicines stock register etc.
- g. Assisting in day to day administrative activities at OHC & township dispensary
- h. Any other related activity

6.4 The requirement is 6 Nurses and 2 Pharmacists, as detailed below –

Sl. No.	Place of Work	Nurse	Pharmacist
1	EDN	4 (3 shifts + 1 general)	1
2	EDN Township Dispensary	1	1
3	ESD	1 (General shift)	0
	Total	6 (2 Female & 4 Male*)	2

*To be deployed in shifts **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 06 Nurses & 02 Pharmacists(two years), are, as follows:

Part I:			
Sl.no	Details	HSW	TOTAL
1	No. of persons to be deployed	8	8
2	No. of working days in a year	302	2416
3	No. of paid Holidays	12	96
4	No. of Earned/Paid Leaves – 1 day leave wage for every 20 working days i.e. total leaves 15 days (Maximum)	15	120
5	Daily Wages payable for working day	800.02	2105652.64
6	Attendance Bonus @ Rs.10/- per day (Based on actual present)	24160.00	24160.00
7	Transport Allowance @ Rs.40/-per day (Based on actual present)	96640.00	96640.00
8	Washing Allowance @ Rs. 125/- per month (if actual present >= 15)	12000.00	12000.00
9	Any other allowance like hazardous allowance, lunch allowance etc.	0.00	0.00
10	PF Employer Contribution – 12.0% of [$\{1x(2+3)\}x5 + 6]$	244057.23	244057.23
10a	EDLI contribution 0.5% of [$\{1x(2+3)\}x5 + 6]$	10169.05	10169.05



10b	Admn charges 0.5% of $[1x(2+3)]x5 + 6]$	10169.05	10169.05
11	ESI Employer Contribution – 3.25% of $[1x(2+3)]x5+6+7+8+9]$	12000.00	12000.00
12	Bonus @ 8.33% of (Basic + VDA) – 8.33% of $[1x(2+3)]x5]$	167403.86	167403.86
13	Total = $[1x(2+3+4)]x5+6+7+8+9+10+11+12]$	2682251.84	2682251.84
14	Total for two years	5364503.67	5364503.672

Part II: In case of labour contract Contractor should claim along with 1st bill the following expenditure after compliance of safety regulation as per NIT, duly certified by Executing department and HR)

Expenditure Details	SW	TOTAL
15.a. Cost of one pair shoe with two pair of socks for one/two year @ Rs.1300/-, Two pair of Uniform cloth with stitching charges for one year @ Rs.1450/- (Sl. No. 1 x Rs.4200 /-) for 2 year	33600	33600
15.b. Soap @ Rs.22/- per person per month (Sl.No. 1 x 24 x Rs.22 /-) for 2 year	4224	4224
** Total Part II = (sl.no. 15a+15b)	37824	37824

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, to be quoted separately. If taxes payable are not quoted separately, it will be presumed that the price is inclusive of all taxes payable, if any.**

Date:

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

In response to your “Tender Enquiry No. EDN/HR/MED/2020-21 dated 14/03/2020 inviting offers for providing the services of 6 Nurses & 2 Pharmacists to BHEL Bangalore EDN & ESD Occupational Health Centre & Township Dispensary, we hereby submit Part ‘A’ - Techno-commercial Bid”

- We hereby undertake to depute 06 Nurses & 02 Pharmacists with minimum educational qualification of SSLC Pass with Diploma in Nursing/Pharmacy. The brief summary of Nurses & Pharmacist proposed to be deputed to BHEL, EDN & ESD, Bangalore, 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			
v.	Nurse-5			
vi.	Nurse-6			
vii.	Pharmacist-1			
viii.	Pharmacist-2			

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

Formats to be maintained:

The Job contractor shall maintain following Registers under Contract Labour (Regulation and Abolition) (Central) Rules, 1971 / other Acts applicable.

- 1.) Muster Roll – Form No. (XVI)
- 2.) Register of Workmen Employed by Contractor – Form No. (XIII)
- 3.) Wage Register – Form No. (XVII)
- 4.) Register of Over Time – Form No. (XXIII)
- 5.) Register of Fines – Form No. (XXI)
- 6.) Register of Advance – Form No. (XXII)
- 7.) Register of Wages cum Muster Roll – Form No. (XVIII)
- 8.) Wage Slips – Form No. (XIX)
- 9.) Employment Cards – Form No. (XIV)
- 10.) Register of Deduction for Damage of Loss – Form No. (XX)
- 11.) Service Certificate – Form No. (XV)
- 12.) Registers under Equal Remuneration Act
- 13.) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
- 14.) Bonus Register – Form C under payment of Bonus Rules 1975
- 15.) Accident Register
- 16.) ESI/PF challans, records, Registers and returns under ESI/PF Acts.
- 17) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him



BHARAT HEAVY ELECTRICALS LIMITED,
Electronics Division,
Mysore Road, PB No. 2606, Bangalore - 560 026

PART-A
25 - TENDER
DOCUMENT

9.0 PROFORMA FOR SUBMITTING "PRICE BID" PART – B

Ref: "Tender Enquiry No. EDN/HR/MED/2020-21 dated 14/03/2020

Scope of work: Providing "Six Nurses & Two Pharmacists" for BHEL EDN & ESD Factory Occupational Health Centre & Township Dispensary

Adhering to the terms and conditions of the "Tender Enquiry No. EDN/HR/MED/2020-21 dated 14/03/2020, including the details of minimum wages (Rs53.65 lakhs for two years) to be paid to the paramedical staff as per **Para 7.0** of the NIT, we hereby offer to provide the services of 6 Nurses & 2 Pharmacists at a cost of

*Rs. _____ (Rupees _____
only) for a period of 2 (**Two**) years.

This above rate includes Margin at -----%

(These total rates include minimum wages payable as per para7.0+Bonus+Margin for 8 persons for **2 years period**)
cost of shoes+cost of uniform for 8 persons as applicable will be payable extra

Taxes payable -

Signature,
Name & Designation of authorized signatory
Official Seal

Note: " L1" status will be determined based on "total cost to the company ". The contractor charging the lowest margin would become " L1" . You may provide the detailed calculations for the quoted rates. Taxes to be shown as additional.



Annexure-SD

SECURITY DEPOSIT

Annexure-SD (SECURITY DEPOSIT)

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

5.2.1 The total amount of Security Deposit will be Rs1,00,000/- (Rupees One lakh only). EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

5.2.2 Modes of deposit: The balance amount to make up the required Security Deposit of may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(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)

5.2.4 Collection of Security:

At least 50% of the required Security Deposit, including the 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.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

5.2.5 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

5.2.6 The Security Deposit shall not carry any interest.
