



## NOTICE INVITING TENDER

Sl	Particulars	Details						
1	Tender Reference	BHE:M:141:2015 dated 25.02.2015						
2	Name of Work	Outsourcing of Nursing Services in BHEL Hospital						
3	Contract Period	One Year						
4	Approximate Contract Value and EMD	<table><tr><th>S.N.</th><th>Services Description</th><th>EMD Amount *</th></tr><tr><td>1</td><td>Nursing Services</td><td>Rs.1.5 Lakhs</td></tr></table>	S.N.	Services Description	EMD Amount *	1	Nursing Services	Rs.1.5 Lakhs
S.N.	Services Description	EMD Amount *						
1	Nursing Services	Rs.1.5 Lakhs						
5	Last Date and Time for Receipt of Completed Tender	23.03.2015, 14:00 Hrs.						
6	Date, Time and Place for Tender Opening of Technical Bid	23.03.2015, 14:30 hrs at Conference Hall, Human Resources Management, 24 Bldg, Main Office, BHEL, High Pressure Boiler Plant, Trichy 620 014						
7	Place of Submission of Tender Document along with EMD	Tender Drop Box at Canteen Secretariat of Human Resources Management at 24, Building, Main Office, BHEL, High Pressure Boiler Plant, Trichy – 620 014						

Note:

- 1) The Tenderer shall return the duly filled in Tender Documents after affixing signature and seal on all the pages. Tender Documents contain [16] pages.
  - a. **Technical Bid** should contain EMD and pages [12] to [16]
  - b. **Price Bid** should contain page no. [ 17 ]
- 2) Price Bid opening will be intimated to Technically qualified contractors after evaluation of Technical Bid.

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	b) Whether agreeable to make necessary payment of wages as per BHEL Trichy Terms	:	Yes/No
12	Service Tax NO.	:	
13	Income Tax Permanent Account No. (PAN no.)	:	
14	Whether IT returns enclosed ( for any two consecutive financial years out of four financial years from 2010-11 to 2013-14 (or) assessment years 2011-12 to 2014-15)	:	Yes/No

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## Terms and Conditions

**Name of Work: OUTSOURCING OF NURSING SERVICES.**

### **I. Instructions to Tenderers:**

1. Sealed Tenders for the following service is hereby invited from the contractors experienced in delivery of skilled services of similar magnitude:

S.N.	Services Description	Approximate Number	EMD Amount *
1	Nursing Services	35	Rs.1.5 Lakhs

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

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

Price Bid duly filled and signed with seal, must be submitted in another separate sealed envelope superscribed with Tender reference and Price Bid. Price Bid envelope must contain only the rates strictly as per **Format in Annexure – 3**

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

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

Tenders should be addressed to:

S. Sankararajan  
Senior Manager / Works Contracts Management  
BLDG No.24, Ground Floor  
Bharat Heavy Electricals Limited, Trichy  
Ph:0431- 2577054 / 2575775

Email: sankars@bheltry.co.in

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

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

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

If BHEL is required to discharge the liabilities of any taxes on the transaction like TDS(IT) or any other similar taxes, the same shall be deducted from the bills of the contractor. Applicable Service tax shall be paid by BHEL by way of reimbursement, as per Govt. rules, to the firm against running actual, on documentary evidence. The procedure for payment of Service Tax depending on the constitution of the firm will be stipulated in the work order.

6. The tenderer shall take notice that workmen engaged under this contract shall be provided with 2 pairs of uniform per annum, 1 pair of shoe covering 1 year period.
7. In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers.
8. The lowest price bid (L1) shall be decided based on the rates quoted for each item of service mentioned in the "Annexure- 3 Bid Format.
9. In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates in the future due to increase in minimum wages, dearness allowance etc. No claim for the enhanced rates will be entertained on this account after acceptance of the Tender or during the contract period of One year. The contract will be awarded on fixed price basis and no price variation will be entertained during entire contract period of One year.
10. The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc. payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed thereunder]. The rates shall further be deemed to include statutory levies, taxes and duties etc arising from such acts, central or state, which may come into force, subsequent to submission of Tender. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.
11. The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender. After submitting the tender, the tenderer is not entitled to recall his/its offer or modify the terms and conditions thereof.
12. Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.

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13. Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to functioning of its Hospitals and the respective outsourced services.
14. Pre bid meeting deliberating aspects involved in delivery of nursing services will be held at HR Conference Hall, 24 Building, Main Office, BHEL, Trichy at 14.00 hrs on 17.03.2015 to ensure proper understanding by the Tenderers who wish to participate. They should be well versed with BHEL general conditions of contract, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
15. Details and quantities of work shown in the Annexure 3. Price Bid Format attached hereto are only approximate. They are given for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period of One year from the date of commencement of work.
16. Please note that our Hospital functions 24 hours and depending upon work load, the Tenderer will be required to deploy their labour in staggered shifts accordingly if so directed. Indicative labour deployment under each item of services by the Tenderer is mentioned in Price Bid.

## II Essential Eligibility Criteria for the Tender:

1. **Experience:** The Tenderer should have experience in executing works contracts involving delivery of manpower services during the last 7 years for which copy of documentary evidence to be attached. In case of experience from private organisations, TDS certificate and Form-26AS from the concerned firm/company also to be enclosed.
2. **PAN & SERVICE TAX REGISTRATION:** The Tenderer should have PAN and Service Tax registration, copies of which to be enclosed.
3. Income Tax returns for any two consecutive financial years out of four financial years from 2010-11 to 2013-14 (or) assessment years 2011-12 to 2014-15)
4. **EMD Requirement:** The Tenderer should submit EMD stipulated above along with Technical Bid. Offer without EMD are liable for rejection.

The Tenderers should have categorically confirmed acceptance of all the Tender terms and conditions including the payment terms. On non-compliance / conformity of the above, offer is liable for rejection.

The evaluation of Technical Bid shall be as per the criteria provided in Annexure 2. Technical Evaluation and Price Bid will be decided for the item of service.

### **III. Terms And Conditions for EMD and Security Deposit:**

1. The Tenderer shall deposit Earnest Money Deposit (EMD) for the value as indicated in “NOTICE INVITING TENDER” along with the Tender document. When the work is awarded to the lowest Tenderer the amount of EMD will be adjusted against the security deposit payable by the contractor. The EMD shall be in the form of demand draft from any nationalised bank or from a scheduled bank drawn in favour of Bharat Heavy Electricals Ltd, Trichy.
2. EMD by the Tenderer will be forfeited as per Tender Documents if
  - a. After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
  - b. The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent regarding such period then within 15 days after award of contract.
  - c. EMD given by all unsuccessful Tenderers shall be refunded normally within Thirty days of acceptance of award of work by the successful Tenderer
3. EMD shall not carry any interest.
4. **Security deposit:** Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:
  - a. Upto Rs.10 Lakhs: 10%
  - b. Above Rs.10 Lakhs upto Rs.50 Lakhs: Rs.1 Lakh +7.5% of the amount exceeding Rs.10 Lakhs
  - c. Above Rs.50 Lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 Lakhs
  - d. The security Deposit should be furnished before start of the work by the contractor.
  - e. Security Deposit may be furnished in any one of the following forms
    - i) Cash (as permissible under the Income Tax Act)
    - ii) Pay Order / Demand Draft in favour of BHEL.
    - iii) Local cheques of scheduled banks, subject to realization.
    - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
    - v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
    - vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
    - vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
    - viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security

**NOTE:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

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5. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
6. In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced and the enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor
7. The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
8. The Security deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the Contractor
9. The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL, upon the fulfilment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed
10. If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD / Security Deposit will be forfeited and award of the contract will be cancelled.

#### **IV. Contractor's Obligations and Statutory Liability:**

1. Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Chief Medical Officer . The Contractor shall be fully responsible for the work awarded to him.
2. Contractor shall depute required supervisor/s to supervise work to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Chief Medical Officer
3. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work
4. The Contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work and services in the Annexure 1. Minimum qualification for the personnel engaged against each item of services outsourced are as follows:

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- a. Nurses should have qualified in Diploma in Nursing and Midwifery they should have registered with the Nursing Council with post qualification experience of 2 years.
  - b. The Supervisors should have qualified in any Bachelor Degree
5. Contractor shall maintain appropriate records of his employees deployed to carry out the job (s).
  6. Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card
  7. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL
  8. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
  9. The contractor has to provide a distinct uniform in line with BHEL Nursing Staff. The uniform should have logo of the contractors firm / company. The uniform shall be in neat, tidy and wearable condition
  10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any; from the establishment of BHEL
  11. The age of the contract workers deployed should be above 18 and below 50 years
  12. All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Service Tax rules and all other applicable Acts and rules shall be complied with by the contractor including Hospital Rules and Respective Rules and Regulations governing individual disciplines of Paramedical Services
  13. As far as wages payable to the personnel deployed for providing paramedical services are concerned, contractors shall pay **an additional amount of Rs.4100/- per month for skilled workmen** in addition to minimum wages stipulated from time to time for employment in Hospitals and Nursing Homes by the Tamil Nadu Government. The same shall be noted by the contractor from time to time and payment to his workers shall at no point of time less than these minimum rates ie applicable Tamil Nadu Minimum Wages plus Rs.4100/- per month in case of skilled workmen.
  14. Contractor has to make PF, ESI contributions as per applicable laws in force
  15. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be

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maintained neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice:

- (a) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (b) Form XIV - Employment card issued by contractor (rule 76)
- (c) Form XVI - Muster Roll (Rule 78(1) (a) ( i)
- (d) Form XVII - Register of Wages (Rule 78(1) (a) ( i)
- (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- (f) Form XIX - Wage Slip (Rule 78) (b)
- (g) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii)
- (h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (i) Form XXII - Register of advance (Rule 78)(1) (a) (ii)
- (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- (l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.

16. The contractor shall observe (a) weekly off and BHEL List of Holidays. Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
17. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.
18. Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
19. 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.
20. Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
21. BHEL shall not be responsible for any losses, damages to the contractor or to his employees
22. Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
23. Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL
24. Contractor shall obtain license under CL (R&A) Act, 1970

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25. The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractors monogram.
26. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B (Rule 25 (viii) & 81 (3) to BHEL, for forwarding the same to Labour Department.
27. The contractor shall attend to all inspections notified/conducted by the BHEL, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities.
28. The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.
29. All the Contractors will have to produce documentary evidence of being an Income Tax Assesse. Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN) or Income Tax Clearance Certificate (ITCC) shall be enclosed with the Technical bid.

## **V General Conditions:**

1. Chief Medical Officer shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only
2. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three day's time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss
3. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason
4. Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor
5. Period of Contract: The successful bidder/s will be awarded contract for period of One Year. The Contract will be awarded initially for a period of three months on Trial basis and the same will be extended at the discretion of BHEL for the rest of contract period on satisfactory completion of trial period. BHEL may extend at its discretion the period of contract for a further period of one year on the same terms and conditions mutually agreed upon.
6. Contractor should submit "Bid" strictly as per the prescribed format in Annexure 3 – Price Bid Format

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7. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
- i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
  - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the GM-HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - iii) The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
  - iv) All disputes shall be subject to the exclusive jurisdiction of courts at Tiruchy.
8. If awarded, a contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.
9. If the tender is made by an individual or a sole proprietorship firm, it shall be signed with his full name (and name of the firm, if applicable) and his address shall be furnished. If it is made by a partnership firm/LLP, it shall be signed with the partnership name by a partner of the firm, who shall also sign his own name, also furnish the name and address of each partners of the firm. If the tender is made by a corporation/company, it shall be signed by a duly authorized Officer who shall also submit with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
10. Whenever a tender is to be finally accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Issuing Officer " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Issuing Officer" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within fifteen days from the date of intimation shall entail forfeiture of the earnest money deposited.
11. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions thereof and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the letter inviting tender. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the quantity is liable to alterations at the discretion of BHEL.
12. The quantities mentioned in the tender documents are worked out from the relevant data in BHEL and may or may not be the actuals required for execution. The same will depend on the activities of the BHEL Hospital. There may be increase or decrease in the quantities. The Contractor agrees to provide the services to meet the requirements of BHEL Hospital.

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13. The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to the workmanship, removal of improper work, interpretation of the work specifications, notes, procedures etc.
14. If at any time, during the progress of work or any part of it such methods appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the Company may take such action as it deems it fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor. All BHEL general conditions of the contract shall be applicable.
15. Notwithstanding anything contained herein above, The Company reserves the right to enter into separate agreement for each of the services or by grouping one or more services with one or more contractor at their discretion.
16. Any partner / Director of the firm/Company of the contractor banned by BHEL earlier and got registered under different company/firm name are not eligible to quote.
17. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
18. The contractor shall not resort to subcontracting under any circumstances. The contractor shall be responsible to settle any grievances of the labour deployed by him.
19. Contractor shall be deemed to have included in his tender price of all the charges required for the purpose of providing paramedical services connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of BHEL will ensure the completion of the work within the time specified.
20. This is a time bound contract for period mentioned, and does not envisage any extension of time / period unless BHEL exercises its discretion as per Clause 24.
21. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
22. BHEL reserves the right to terminate the contract at any stage without assigning any reason whatsoever
23. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit without prejudice to other rights.
24. **Terms of Payment:**
  - a. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc. as applicable under contractor's statutory liability and this contract.
  - b. Bills for every month shall be prepared by the Contractor on the basis of the unit of services provided and submitted to Medical Superintendent for verification. Payments will be effected on actual basis after certification by the Medical Superintendent. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the

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contractors in respect of compliance of all statutory requirement, issued by the Contract Cell of Human Resources Management.

- c. The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement in Man days. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the statutory provisions at contractors cost. In other words no overtime (OT) payment will be made by BHEL, as the payment is on "Unit Rate Basis".
  - d. Penalty: If the contractor fails to fulfill any of the contractual obligations, seven day's notice will be issued to rectify the defect failing which the BHEL shall have the right to levy penalty equivalent to 0.50% of the contract value for every defaulting week subject to a maximum of 15% and without prejudice to any other relief or compensation to which the company is entitled under the other conditions of the contract.
25. Disputes or differences arising from this Tender Notice, if any or any other disputes connected therewith shall be decided by the "Issuing Officer", and his decision will be final and binding on the tenderers.
26. The contractor should abide by the security and safety rules of the company and provide such safety requirements as per statutory rules and requirements of the company.
27. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
28. Canvassing in any form shall render the Bid liable to be rejected.
29. Contractors shall ensure engaging of one employee per shift and shall ensure compliance of labour law provisions pertaining to shift operations. Contractors shall also ensure supervision of the services rendered by its workmen.

For BHEL

For Contractor

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## **Annexure 1 Scope of Work and Working Instructions**

### **1. Nursing Services**

The scope of work in BHEL Main Hospital, OHS, and the peripheral Dispensaries are given below:

- i. The work should be attended around the clock. The Shift timings are given below:

I Shift	:	06.00 hrs to 14.00 hrs.
II Shift	:	14.00 hrs to 22.00 hrs.
III Shift	:	22.00 hrs to 06.00 hrs.

Split Shift (7.00 hrs to 12.00 hrs & 16.00 hrs to 19.00 hrs)

General Shift : 08.00 hrs to 16.30 hrs.

- ii. Taking over & Handing Over with full responsibility.
- iii. Administration of SC,IM, IV Injection & Medicines to be given.
- iv. Nursing care of Sick patients, TPR, BP, I/o Chart, CBD chart to be maintained.
- v. Writing of Diet sheets & entering in PC
- vi. Giving the due Injection in time.
- vii. Preparing the patient for Operation.
- viii. Preparing the charts which are to be sent to Operation Theatre.
- ix. Admission to be entered in the IP Register etc.
- x. Carrying out Doctors orders.
- xi. Sending the patients to other departments with their concern.
- xii. Sending forms for Lab investigation and collecting the results from Lab and intimating to the doctors.
- xiii. Patients complaints to be intimated to Doctors in time, getting the instructions from the Doctors and implementation.
- xiv. Checking and keeping Linen, Articles and Medicines & Injection up to date.
- xv. Assisting the Matron & others in Condemnation of Linen etc.
- xvi. Maintaining all Registers Properly.
- xvii. During Doctors rounds taking the charts and other details and Implementing the Doctors Instructions.
- xviii. Separating the Medicines and keeping it in the Tray for 3 times. (Expiry date to be checked properly)
- xix. Diabetic Urine Chart to be maintained.
- xx. Writing the prescription & procedures in the ERNE IP book.
- xxi. Assisting the procedures done by the Doctors. (Aspiration & Tapping etc.).
- xxii. Restricting the visitors from the ward during non-visiting hours.
- xxiii. Transfer IN & Transfer OUT of patients to be done carefully.
- xxiv. Discharge patients are to be sent after Health education & Doctors instruction.
- xxv. Documentation.

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Issuing Officer

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**Annexure [ 2 ] - Criteria for Evaluation of Paramedical Services. [For Office Use Only]**

<b>Tender Ref No. BHE:M 141 :2015– [ Tender Submitted for Nursing Services</b>			
<b>S.N.</b>	<b>ELIGIBILITY:-</b>	<b>Details</b>	<b>Eligible or Not</b>
1	EMD details:	DD NO:[ ] Dt: [ ]	Yes/No
2	Copies of experience supported by documentary proofs in connection with supply of manpower services during the last 7 financial years		<b>Yes No.</b>
3	Income Tax returns for any two consecutive financial years out of four financial years from 2010-11 to 2013-14 (or) assessment years 2011-12 to 2014-15)		<b>Yes/No</b>
4	Separate Registration for Service Tax		<b>Yes/No</b>
5	PAN Number		
<b>Whether Eligible or Not</b>		<b>Yes/No</b>	

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**Annexure 3- Price Bid**

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender, I / We carefully followed the instructions in the tender notice and have completely read the terms and conditions and I/We agree with the same.

Date:								
Duration of Contract is for ONE Year								
S. N.	Description of Services	Category	Location	Indicative Number of Personnel per Month	Rate per Unit (per Person) in Rs. (In figure) per month	Rate Per Unit (per Person) in Rs.(words) per month	Total Amount in figure in Rs.	Total Amount in Words in Rupees
1.	Nursing Services	SW	BHEL Main Hospital and Peripherals	35				

**SW**-means Skilled Worker

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