



Tender Reference: BHE: WCM: MED: 05:2016-18

Dated: 09.02.2016

**NOTICE INVITING TENDER**

Sl	Particulars	Details
1	Tender Reference	BHE:WCM:MED:05:2016-18 / Dated :09.02.2016
2	Name of Work	Outsourcing of Paramedical Services in Main Hospital at BHEL-Trichy for year 2016-18
3	Contract Period	Two Years
4	EMD Amount	Rs.2,00,000/-
5	Last Date and Time for Receipt of Completed Tender	<b>07.03.2016, 14:00 Hrs.</b>
6	Date, Time and Place for Tender Opening of Technical Bid	<b>07.03.2016 , 14:30 Hrs. at Works Contracts Management, Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy 620014</b>
7	Place of Submission of Tender Document along with EMD	<b>Tender Drop Box of Works Contracts Management at Building 53, Building, First Floor, BHEL, High Pressure Boiler Plant, Trichy – 620 014</b>
8	The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender	<b>Shri. D.R. S Chaudhary, IAS (Retd.) Flat No.L-202 &amp; L-203 ( 1st Floor) Ansal Lake View Enclave Shamla Hills Bhopal-462013 ( M.P ) Ph. No.: 917554050495 e-mail: <a href="mailto:dilip.chaudhary@icloud.com">dilip.chaudhary@icloud.com</a></b>

Note:

- 1) The Tenderer shall return the duly filled in Tender Documents after affixing signature and seal on all the pages. Tender Documents contain [35] pages.
  - a. **Technical Bid** should contain ( EMD and Technical Bid pages [ 2] to [28 ]
  - b. **Integrity Pact duly filled and signed ( Annexure-A) Page [ 29] to [33 ]**
  - c. **Price Bid** should contain page no. [ 34-35 ]
- 2) Price Bid opening will be intimated to technically qualified contractors after evaluation of Technical Bid.

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## PART-I (TECHNO-COMMERCIAL BID)

### ANNEXURE-I

Name of Work: **Outsourcing of Paramedical Services in Main Hospital at BHEL-Trichy for year 2016-18.**

### Technical Bid (Qualifying Criteria)

(To be furnished by the Bidders for evaluation of bids)

1	Acceptance for quoting for all the (11) Eleven Paramedical Services as per Tender	:	YES / NO
2	Name of the Contractor	:	
3	Constitution of the Contractors (Proprietor, Firm, Company etc.)	:	
4	Address (A) Office  Email id: Tele.Ph.No.	:	
5	Residence	:	
6	(A) Scope of Work  (B) Accept to Execute in Total	:	Understood/Not Understood  Yes/No
7	Copies of Work Order/completion certificate to be enclosed by the Tenderer for works contracts carried out during the last seven years involving delivery of manpower/ similar services worth Rs.50 lakhs if single contract and Rs. 70 lakhs for two contracts. Contracts from private organisation to be supported by TDS certificate / FORM 26AS.	:	

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## ANNEXURE-II

### Terms and Conditions of Contract

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**Name of Works:** Outsourcing of Paramedical Services consisting of Nursing, Midwifery, Public Health Services, Dressers/Attenders, Physiotherapists, Radiography, Pharmacy, Medical Laboratory, Optometrist, Operation Theatre Technician and ECG Technician Services.

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

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

S.N.	Services Description	Indicative Manpower Requirement (Nos.)	EMD Amount
1	Nursing Services	65	Rs.2 Lakhs
2	Midwifery Services	05	
3	Public Health Services	02	
4	Dressers/Attendant Services	35	
5	Physiotherapy Services	02	
6	Radiography Services	02	
7	Pharmacy Services	08	
8	Medical Laboratory Services	05	
9	Optometrist Services	01	
10	Operation Theatre Technician Services	01	
11	ECG Technician Services	01	
Total		127	

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.

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

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

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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.53, First Floor,**  
**Bharat Heavy Electricals Limited, Trichy**  
**Ph: 0431- 2577054**

**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.

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 IV- 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

The rate quoted should be inclusive of all taxes including Service Tax arising on the transaction. If BHEL is required to discharge the liabilities of any taxes on the transaction like TDS (IT) or any other similar taxes, the same shall be deducted from the bills of the contractor. Applicable Service tax shall be paid by BHEL 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 2 years period.

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7.
  - a.) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b.) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c.) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - d.) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
8. The lowest price bid (L1) shall be decided based on the rates quoted for each item of service mentioned in the "Annexure- IV 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 2 years. The contract will be awarded on fixed price basis and no price variation will be entertained during entire contract period of 2 years.
10. The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc. payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed thereunder]. The rates shall further be deemed to include statutory levies, taxes and duties etc arising from such acts, central or state, which may come into force, subsequent to submission of Tender. The Tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of Tender, or on any other ground, will be entertained.
11. **The contract will be awarded on a total package value for all the eleven services.**
12. The Tenderers should submit their Bid for all of the above mentioned 11 Paramedical services (**Not quoting for any of the services will lead to rejection of offer.**)
13. The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender. After submitting the tender, the tenderer is not entitled to recall his/its offer or modify the terms and conditions thereof.
14. Tenderer shall not increase their quoted rates, once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.

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15. Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to functioning of its Hospitals and the respective outsourced services.
16. Pre bid meeting deliberating aspects involved in delivery of paramedical services will be held at HR Conference Hall, 24 Building, Main Office, BHEL, and Trichy at 14.00 hrs. On **22.02.2016** 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.
17. Details and quantities of each item of work shown in the Annexure IV Price Bid Format attached hereto are only approximate. They are given for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period of two years from the date of commencement of work.
18. Please note that our Hospital functions 24 hours and depending upon work load, the Tenderer will be required to deploy their labour in staggered shifts accordingly if so directed. Tenderer will be required to deploy their manpower in any or all shift timings of Hospital.

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

#### **19. ADOPTION OF INTEGRITY PACT**

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

**The Integrity Pact attached with this Tender is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.**

#### **20. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

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

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

**22. FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":**

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

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

The business rules for Reverse Auction (RA) are as follows:

- a. Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
- b. BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- c. Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
- d. Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
- e. Vendors have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
- f. BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
- g. RA shall be conducted on a pre-determined Date and Time.
- h. At the end of RA, the lowest Bid Value will be known on the Network.
- i. Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
- j. Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

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k. Rules for finalization of procurement, Terms and conditions for Reverse Auction, Process compliance form, Final price bid conformation shall be provided to technically and commercially accepted bidders.

## **II. 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 nationalized bank or from a scheduled bank drawn in favor of Bharat Heavy Electricals Ltd, Trichy. **EMD in any other form like FDR, Bank Guarantee shall be rejected.**
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 fifteen 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.

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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.

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.

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

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

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3. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work
4. The Contractor shall maintain Professionally Qualified/Trained competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work and services in the Annexure 1. Minimum qualification for the personnel engaged against each item of services outsourced are as follows:

a. **Nurses :**

Minimum Qualification: Diploma in Nursing and Midwifery and registered with the Nursing Council.

Experience: [Minimum Post qualification experience of 1 year](#)

b. **Auxiliary Nursing Midwife (ANM)**

Minimum Qualification: Qualified in the Auxiliary Nursing Midwifery course.

Experience: [Minimum Post qualification experience of 1 year](#)

c. **Public Health Visitor**

Minimum Qualification: Diploma in Public Health or in Community Health Service.

Experience: [Minimum Post qualification experience of 1 year](#)

**Medical Attenders**

Minimum Qualification: Diploma in Health Assistance Course from a recognised Institution.

Experience: [Minimum Post qualification experience of 1 year](#)

d. **Physiotherapists**

Minimum Qualification: Bachelor in Physiotherapy.

Experience: [Minimum Post qualification experience of 1 year](#)

e. **Radiographers**

Minimum Qualification: 1 year certified Radiology Assistance Course.

Experience: [Minimum Post qualification experience of 1 year](#)

f. **Pharmacists**

Minimum Qualification: Diploma in Pharmacy and registered with the Pharmacy Council

Experience: [Minimum Post qualification experience of 1 year](#)

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g. **Lab Technicians**

Minimum Qualification: 2 years Diploma in Medical Laboratory Technology.

Experience: [Minimum Post qualification experience of 1 year](#)

In case Lab Technicians are qualified in 1 year Diploma in Medical Laboratory Technology experience of minimum 5 years is required.

h. **Optometrist**

Minimum Qualification: Diploma in Optometry (2 years course).

i. **Operation Theatre Technician**

Minimum Qualification: One year Operation Theatre Technician Course.

Experience: [Minimum Post qualification experience of 1 year](#)

j. **ECG Technician**

Minimum Qualification: One year course in ECG & ECHO.

k. **Supervisor**

Minimum Qualification: Bachelor Degree in any discipline.

5. Contractor shall maintain appropriate records of his employees deployed to carry out the job (s).
6. Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card
7. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL
8. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
9. The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the 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

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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** in case of **skilled workmen** and **Rs.3200/- per month** in case of **unskilled 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.3200/- per month in case of unskilled workmen or Rs.4100/- per month in case of skilled workmen. Excepting Attenders and Dressers, others shall be construed as skilled workers.
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 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 files (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.

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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
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.

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#### **IV 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 days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including 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 Two Years. 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 IV – Price Bid Format
7. Disputes or differences arising from this Tender or in any manner connected therewith shall be subject to the following disputes resolution mechanism:
  - i) Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
  - ii) If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the GM-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.

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- 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.
  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.

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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 labor 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 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".

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- d. **Penalty:** If the contractor fails to fulfil any of the contractual obligations, seven days' notice will be issued to rectify the defect failing which the BHEL shall have the right to levy penalty equivalent to 0.50% 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 labor law provisions pertaining to shift operations. Contractors shall also ensure supervision of the services rendered by its workmen.

**30. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-**

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

If the Contractor,

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

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

**OR**

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

**OR**

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

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

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

**If the Contractor:**

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

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

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

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

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the SDGM /Logistics, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

34. **RECOVERY FROM CONTRACTOR:-**

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

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

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

36. **SIGNING OF CONTRACT:-**

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

37. **ARBITRATION: -**

All disputes between the parties to the Contract, arising out-of or relating to the Contract, other than those for which the decision of the **Chief Medical Officer**, or Accepting Officer or any other person is by the Contract expressed to be final and conclusive shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

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

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The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

**38. JURISDICTION**

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

**39. FORCE MEJEURE CLAUSE:-**

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

For BHEL

For Contractor

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## ANNEXURE-III

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

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## 2. Midwifery Services

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

### Shift Timing:

- i. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.
- ii. 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.

1. Handing over and taking over with other midwife.
2. Checking of FHS and CTG.
3. Taking vital signs Temperature, Pulse, BP, FHS.
4. Sterilization of Instruments and taking care of Linen and suturing materials.
5. Bed making & locker cleaning.
6. To get orders from doctors for reference.
7. To change Oxygen cylinders and get indent medicines & storing things.
8. Patient Care.
9. Preparation of patient for admission & Surgery.
10. Assisting doctors during delivery and helping for suturing etc.
11. Baby care till the patient gets admission at SCN.
12. Post OP patient care & making the patient to ambulate.
13. Helping the patient for Breast feeding.
14. Helping the staff for Infusion, IV changing and administration of Medicines.
15. To get diet and feeding the patient if needed.
16. Taking care of linen and other articles.
17. To take birth forms to CHS.
18. They have to accompany the ambulance in case if there is a call for deliveries.
19. They have to work in shifts assigned to them.
20. To comply with the works assigned then and there.

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### **3. Public Health Services**

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

#### **08.00 AM to 04.30 PM.**

1. Conduct of clinics :
  - a. Antenatal
  - b. Child health
  - c. Vitamin A & Folifer
  - d. Primary complex.
2. Ward Visit:
  - a. Postnatal care & advice on child care & family planning.
  - b. AFP surveillance.
3. Monitoring pot ability of drinking water:
  - a. Bi – weekly Chlorine estimation.
  - b. Bi – monthly bacteriological examination
  - c. Monthly Chemical analysis.
4. Issue of Certificates:
  - a. For all Registered Births & Death.
  - b. Medical fitness & immunization.
5. Submission of reports to District Health Office:
  - a. Infectious diseases.
  - b. Family Planning.
  - c. Birth & Death.
  - d. Maternal & Child Health.
6. Computerization of all Records.
7. Conduct of National Health Programmes:
  - a. Filarial eradication.
  - b. Pulse Polio Programme.
  - c. Non Scalpel Vasectomy.
8. Conduct of Health Awareness Exhibitions:
  - a. Hypertension.
  - b. Diabetics.
  - c. Cancer.
  - d. Tobacco.
9. School Health Programmes.
10. Village Health Camps.
11. Psychological Counseling.
12. Drug & Alcohol De- addiction Programme.
13. Health Education.

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14. Screening Programme.
15. Training & Project Guidance.
16. Health Care & Training activities.
17. House Visits.
18. Well Baby Clinics.
19. Any Program concerned with CHS.
20. Any other related work required

4. **Attenders/Dressers Services**

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

1. Cleaning of Bed and Bed making.
2. Cleaning of Lockers, Windows, Stools and arranging of Cots, stools and Lockers properly.
3. Getting diet for non-ambulant patient, washing their vessels and feeding them when required.
4. Attending to the personal Hygiene of patient such as Sponge bath, Combing of Hair, nail cutting, back attention & mouth attention etc.
5. Wiping and dusting of all equipment and oiling wheels of equipment.
6. Getting medicines from Dispensary / Stores and helping the staff nurse to give medicines to the patients.
7. Washing of Syringe trays, steriliser and other equipment in wards where there are no dressers and helping the nurses in sterilising the articles.
8. Assisting the Nurses during Doctors rounds and carrying out the nursing procedures like IV drip, Ice Cap, Cold Sponging and other procedures.
9. Transporting patients in wheel chairs, Stretchers to Specialist departments, bringing washed linen from Dhobi and arranging the same in cupboards.
10. Giving Enema and other procedures when dressers is absent with the guidance of the Staff nurse.
11. Folding and arranging of Linen washed by sanitary workers.
12. Washing of Ryles tube, stomach tube, Catheters and Gloves other than those used for P.R. Helping the sanitary worker during ward washing.
13. Removing used linen and putting them in the soiled linen box.
14. Intimating the Lab. regarding taking of specimen and getting reports from there.
15. Accompanying Midwife whenever there is maternity call.
16. Giving Urinal and Bedpan to non-ambulant patient when the sanitary worker is not available.
17. Getting X-rays and Lab Report.
18. Helping the sanitary worker when cleaning bed ridden patient.
19. Cleaning the wash basins in Doctors room.
20. The Staff are to be posted in round the Clock shifts. They will be used in OP during OP timings also.
21. The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials
22. Shift Timings are:  
A Shift : 06.00AM to 02.00PM

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B Shift : 02.00PM to 10.00PM  
C Shift : 10.00 PM to 06.00AM

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### **5. Physiotherapy Services**

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

i) The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials

#### **ii) Shift Timings are :**

1<sup>st</sup> Shift: 08.00 AM to 04.30PM

2<sup>nd</sup> Shift: 09.30 AM to 06.00 PM

3<sup>rd</sup> Shift: 10.30 AM to 07.00 PM

#### **iii). Scope of work:**

1. To attend to Inpatients and Outpatient cases.
2. To teach Physiotherapy exercise to all patients.
3. Vibrometer assessment for Diabetic patients.
4. Any other related work required.

### **6. Radiography Services**

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

#### **Shift Timing:**

i) The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.

ii) 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.

1. Handing over and taking over with other midwife.
2. Checking of FHS and CTG.
3. Taking vital signs Temperature, Pulse, BP, FHS.
4. Sterilization of Instruments and taking care of Linen and suturing materials.
5. Bed making & locker cleaning.
6. To get orders from doctors for reference.
7. To change Oxygen cylinders and get indent medicines & storing things.
8. Patient Care.
9. Preparation of patient for admission & Surgery.
10. Assisting doctors during delivery and helping for suturing etc.
11. Baby care till the patient gets admission at SCN.
12. Post OP patient care & making the patient to ambulate.

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13. Helping the patient for Breast feeding.
14. Helping the staff for Infusion, IV changing and administration of Medicines.
15. To get diet and feeding the patient if needed.
16. Taking care of linen and other articles.
17. To take birth forms to CHS.
18. They have to accompany the ambulance in case if there is a call for deliveries.
19. They have to work in shifts assigned to them.
20. To comply with the works assigned then and there.

## **7. Pharmacy Services**

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

i) The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.

ii) The Shift timings are given below:

1 <sup>st</sup> Shift	: 08.00AM to 12.00PM 04.00 PM to 08.00 PM
2 <sup>nd</sup> Shift	: 08.00 AM to 04.30 PM
3 <sup>rd</sup> Shift	: 12.00PM to 08.00 PM

1. Pharmacists should have undergone training at Government Hospitals with 750 hours training in dispensing medicines.
2. They should maintain individual accounting on line after dispensing medicines, to raise indents and get medicines from sub stores and to maintain receipt and issue statement every month.
3. To dispense medicines correctly against prescription.
4. The dispensed prescription have to be entered into the system daily.
5. Any other work assigned by the Pharmacy in charge.

## **8. Laboratory Services**

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

i) The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.

ii) The shift timings are given below:

- a. 07.00 AM to 3.30 PM
- b. 06.00 AM to 02.00 PM
- c. 02.00 PM to 10.00 PM.
- d. 10.00 PM to 06.00 AM.

2. They will have to carry out Blood collection in Lab, all wards etc.
3. Processing and writing results in the book / Lab. Formats.
4. Technicians has to comply any other works related to Lab as assigned to them then and there.
5. Any other related work required.

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**9. Optometrist Services:**

- i) The work shall be attended by vendor in any or all shift timings as per instruction of BHEL officials.

The shift timings are given below:

- a.)08.00AM to 12.00PM  
b.)04.00 PM to 08.00 PM

1. Recording Vision
2. Providing Glasses after Refraction.
3. Recording IOP.
4. A Scan Biometry.
5. Duct Syringing.
6. OCT / Funds Photo recording.
7. Low Vision Testing.

**10. Operation Theatre Technician Services:**

**Shift:** 07.00 AM to 3.30 PM

1. Assisting Anesthetists / Surgeon.
2. Mobilizing patients.
3. Maintenance of Operation Theatre and Equipment.
4. Autoclaving.
5. Fumigation of Operation Theatres.

**11. ECG Technician Services:**

**Shift:** 08.00 AM to 4.30 PM

1. Taking of ECG.
2. Helping Physicians while doing Treadmill and ECHO.

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**ANNEXURE-A**

**INTEGRITY PACT (AGREEMENT FORMAT)**  
**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**And**

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, Contract/s for .....  
.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from Tender process and exclusion from future Contracts**

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If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

#### **Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors**

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

#### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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**Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....  
For & On behalf of the Principal  
(Office Seal)

.....  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:.....  
(Name & Address).....

Witness:.....  
(Name & Address).....

.....  
.....

.....  
.....

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Dated: 09.02.2016

ANNEXURE-IV

## PART-II (PRICE BID )

Name of Work: **Outsourcing of Paramedical Services in Main Hospital at BHEL-Trichy for year 2016-18**

Enquiry Details :

SL NO	Paramedical Services	Category	Location	Indicative No. of personnel per day (a)	Approx. working days for two years (b)	Indicative no. of Service days for two years (c=a *b)	Rate per Service day ( ₹ /Service day) (d)	Offered value for two years ( ₹) ( e = c*d) (In Figures )	Offered value for two years ( ₹) ( In Words )
1	Nursing Services	SW	Main Hospital	65	600	39000			
2	Midwifery Services	SW	Main Hospital	5	600	3000			
3	Public Health Services	SW	Main Hospital	2	600	1200			
4	Dressers/Attendant Services	USW	Main Hospital	35	600	21000			
5	Physiotherapy Services	SW	Main Hospital	2	600	1200			

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SL NO	Paramedical Services	Category	Location	Indicative No. of personnel per day (a)	Approx. working days for two years (b)	Indicative no. of Service days for two years (c=a *b)	Rate per Service day (₹ /Service day) (d)	Offered value for two years (₹) (e = c*d) (In Figures )	Offered value for two years (₹) ( In Words )
6	Radiography Services	SW	Main Hospital	2	600	1200			
7	Pharmacy Services	SW	Main Hospital	8	600	4800			
8	Medical Laboratory Services	SW	Main Hospital	5	600	3000			
9	Optometrist Services	SW	Main Hospital	1	600	600			
10	OT Technician Services	SW	Main Hospital	1	600	600			
11	ECG Technician Services	SW	Main Hospital	1	600	600			
<ul style="list-style-type: none"><li>L1 will be arrived on a total package basis for all the eleven services put together.</li><li>Working days may vary by (+ -) 10 %.</li></ul>							Total Offered value for 2 years		
							Service Tax (% & value)		
							Total Offered value Including Taxes		

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