



BHEL, BHOPAL

MEDICAL DEPARTMENT

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SPECIAL CONDITIONS

REV. 00

NIT No. MED/Patient care services in Kasturba Hospital/M-02

Sub:- Patient care services work in Kasturba Hospital, Habibganj, BHEL, Bhopal.

(The Special terms and conditions given hereunder supersede the relevant terms & conditions given in 'Instruction to tenderers and General Terms and Conditions').

1.0 Introduction

1.1 This section of the tender defines the scope of the contractor's work. The requirement and conditions mentioned in this section are in addition to what are stated in Section - I (Instructions to Tenderers) and Section- II(General terms and condition).

1.2 **In case of any variation in the specification in Section – III (Special Conditions) & Section – I (Instructions to bidders) and/or Section – II (General Terms and Condition), the specification given in the Section –III (Special Conditions) shall prevail.**

1.3 **Brief Description of Work Site:** - The work is to be performed in Kasturba Hospital, Habibganj, BHEL, Bhopal.

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc having effect on prices. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

2.0 QUALIFYING CRITERIA - The bidders should fulfil following qualifying criteria:

2.1 The bidder should have the experience of minimum 2 years for carrying out the patient care services in any hospital setting of having at least minimum 100 beds.

2.2 Tenderer should submit Performance certificate of successful execution of such work.

2.3 The bidder should meet all statutory requirements of Central / State Govt. like PF , ESI , PAN, Labour License, Service Tax Registration etc. as may be applicable. Self attested photocopy of the relevant documents to be submitted by the bidder in fulfilment of this criterion.

Note:

The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

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Approved by

(Dr.A.K.Chamania)

Date of issue

07.01.2010



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The Patient care services in Kasturba Hospital, BHEL, Bhopal shall be performed in such a manner that the purpose of deployment of the man power round the clock in three shifts on all the 730 days (two years) contract period for patient care services in different areas of the hospital with the utmost satisfaction of the patients and the ward staff as well.

Details of the Man power deployment:

Schedule for deployment of Manpower (Male & Female) in various wards under patient care services

Wards	Ist Shift	IInd shift	IIIrd Shift	Male	Female
MSW + Neu	2	1	1	4	--
ANC+LR	1	1	1	--	3
Gy, Maty	1	1	1	--	3
MMW	1	1	1	3	--
FMW	1	1	1	--	3
MFW, Orth	1	1	1	--	3
ICU	2	2	1	3	2
OT	1	1	1	3	--
CASUALTY	2	2	2	6	--
Pvt. Delux	2	2	1	3	2
SP. Wd	1	1	1	1	2
Bio-waiste	2	--	--	2	--
Total	17	14	12	25	18
	Male-12 Female-05	Male-07 Female-07	Male-06 Female-06	Male-25	Female -18

Male - 25 + Female - 18 = Total 43



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4.0 Terms & Conditions for Patient care services in Kasturba Hospital

- 4.1 The contractor will deploy required man power (minimum 43 man power per day) in Kasturba Hospital, BHEL, Bhopal in three shifts to provide the services round the clock in whole of the two years i.e. 730 days.
- 4.2 Classification and deployment of (Both male & Female man power as per Annexure- I.
- 4.3 That the **Patient care services in Kasturba Hospital** work is subject to supervision by BHEL and subject to such time and period specified for each work by the BHEL and any irregularity observed or any area left unattended, will entail deductions of the double the minimum wages of each default and the maximum penalty will be as per BHEL works policy.
- 4.4 It will be the responsibility of contractor to maintain the high standards of **Patient care services in Kasturba Hospital** with specified man power and uniforms to them.
- 4.5 The contractor shall take a certificate from the Dy. Matron / Officer in-charge regarding performance each month for having job satisfactorily and successfully.
- 4.6 In the event of unsatisfactory performances or non-compliance of any of the Terms and Conditions of the contract by the Contractor, BHEL, shall have the right to terminate the contract with 02 months advance notice.
- 4.7 The contractor will be responsible for enforcing all safety & Health regulations as applicable for Hospital work situations.
- 4.8 Personal protective equipment including disposable clothing, gloves, etc. shall be worn by the worker while on duty.
- 4.9 The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy and wearable condition.
- 4.10 The tenderer shall follow Safety & Health measure for carrying out the above work as per occupational health & Safety norms.
- 4.11 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 4.12 The Contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the deployed man power. If any accident/injury/loss occurs due to the operation of the contract work, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.



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- 4.13 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 4.14 The persons deployed by the Contractor in respect of the work will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 4.15 If authorized hospital executive/ officer of BHEL, feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 4.16 Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the Contractor.
- 4.17 The Contractor will have to indemnify BHEL against -
- a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
 - b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
 - c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
 - d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
 - e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
 - f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.



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The contractor will be required to submit Indemnity Bond in favour of BHEL as per enclosed Performa on Non – Judicial Stamp Paper of appropriate value.

- 4.18 This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
- 4.19 Daily records of the deployment of the manpower (Workers & Supervisors) in various locations of the hospital will have to be maintained by the Contractor and to be produced the up to date record as and when required by the management
- 4.20 In quoting their rates, the Tenderers are advised to take into account all factors, including any fluctuations in the market rates etc. . No claim will be entertained on any account after acceptance of the tender during the period of the contract. Rate escalation will not be allowed for any reasons whatsoever.
- 4.21 BHEL reserves the right to short close the contract at its discretion at any point of time with one month notice period without assigning any reason there of.
- 4.22 The total charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.
- 4.23 The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units. Further, in case of false information given by the bidder, as found at any stage of the contract, the bidder shall be black-listed and its EMD/ Security deposit shall be forfeited.



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5.0 Contract Period:

5.1 Contract Period shall be two Years (365 Days per year x 2 = 730 days.)

6.0 Price Schedule and taxes:

6.1 Rate should be quoted strictly as per Price Schedule.

6.2 The rate quoted by Tenderer is inclusive of all duties, taxes ,fees, octroi and other levies material, labour etc. **except Service Tax.**

6.3 Service Tax will paid extra as applicable

6.4 Income Tax shall be deducted at source (TDS) as per prevailing rules.

6.5 Prices shall remain firm and no variation whatsoever shall be allowed.
The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages after the submission of bid and during the period of contract before submission of bid.

6.6 Offer to be submitted without any deviation. Offer with deviation(s) are liable to be rejected. Any clarification required by bidder on tender conditions may be sought at least one week before the Last Date of Offer Submission.

7.0 Terms of Payment

7.1 The Payment will be made on a monthly basis as per the accepted rate based on the activities and working of the services duly certified by the Dy. Matron/ Authorised Executive of the Medical Department.

7.2 All the payments due to the Contractor will be made through Electronic Fund Transfer(EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "B".

7.3 Contractor shall maintain the Attendance Register for all the staff shift wise, if the short deployment of staff then the deduction shall be as defined above.

7.4 Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and forwarded by concerned Authorised Executive/ Dy. Matron of the medical department.

7.5 The total amount payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.

7.6 Each bill must be enclosed with work/ activity completion report duly signed by tenderer & his supervisor and BHEL representative.



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7.7 Payment will be made to tenderer on the basis of work executed by him, which will have no relation with the payment schedule of tenderer's employees.

8.0 Evaluation of Offer

- 8.1 Technical cum commercial Bid shall be open first.
- 8.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 8.3 The bidder shall submit complete price of the package.
- 8.4 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 8.5 The work is indivisible and total work in full shall be ordered on single party.



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ANNEXURE "A"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Contractor/ Firm (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)