

BEML LIMITED
PALAKKAD COMPLEX

TENDER DOCUMENTS

BEML/PM/FIRST AID CONT/2020

Date: 27.05.2020

SUBJECT: "Engagement of Doctor & Nurses for First Aid center at BEML Ltd., Palakkad Complex"

ISSUED TO:

CONTRACT PERIOD : ONE YEAR

DATE OF CLOSING : 17.06.2020, 14:00 Hrs.

DATE OF OPENING : 17.06.2020, 14:30 Hrs.

TENDER NO. : BEML/PM/FIRST AID CONT/2020 Date: 27.05.2020.

Sealed tenders in prescribed format are invited from reputed hospitals to provide Doctor & Nurses on contract basis in the First Aid center at BEML Ltd Palakkad complex for a period of ONE year

Tender should be submitted in the prescribed format obtainable on free of cost from Central Public procurement portal/BEML website. Fax/email quotations will not be considered.

SIGNATURE OF ISSUING OFFICER

PART "A" (TERMS & CONDITIONS)

PRE QUALIFICATION BID

NAME OF THE WORK: "**Engagement of Doctor & Nurses for BEML Ltd., Palakkad Complex**".

1. You are requested to submit the quotations for above service in **two bid system** (Pre- Qualification bid & Commercial bid) in sealed covers addressed to the **DY. GEN MANAGER (MATERIALS), BEML Ltd, Palakkad Complex, KINFRA Park, Menonpara Road, Kanjikode, Palakkad – 678 621.**
2. The tender form duly filled and signed (in all pages) shall be sent to the Dy. General Manager BEML Limited, through post or courier in separate sealed covers i.e. **Pre-qualifications bid & Commercial bid**. Technical bid / Pre- qualification bid at Annexure I to III should be duly filled and signed and submitted in separate cover with super scribing **#Technical Bid: PR01/PM/FIRST AID CONT/2020 due on 17.06.2020 # & Commercial bid in separate sealed cover with super scribing # Commercial Bid: PR01/ PM/FIRST AID CONT/2020 due on 17.06.2020 #**

Both these covers should be kept in a single cover (outer cover) super scribing "**Tender No: BEML/PM/FIRST AID CONT/2020 due on 17.06.2020**". The Name and address of the tenderer shall also be mentioned at the bottom left hand corner of the cover of pre-qualification bid & Commercial bid.

3. Please note that the offers will be received by the office of the Dy. Gen. Manager, (Materials), BEML, Palakkad – 678 621 up to **14.00 hours on 17.06.2020.**
4. The Pre-Qualification Bid will be opened at **14:30 hrs on 17.06.2020** by Tender opening Committee. The Commercial Bid of such of those Firms/contractors who qualify in the pre-qualification bid only will be considered for opening by the tender opening committee.
5. **The contractors are required to quote rate per day basis for Doctors and rate per month basis for nurses.** The rate should be inclusive of travelling Expenses, Statutory contributions like ESI, PF, and Administrative Expenses etc.
6. The rate quoted for personnel shall include salary not less than minimum wages as per central government / State Government act, whichever is higher. ESI payments, PF payments, EDLI payments, Service Charges including any taxes as applicable & other statutory rules of the appropriate authorities.
7. The terms and conditions & special terms as given in the Annexure I & II shall also be applicable for this contract work and shall form part of the contract agreement.
8. This is a Service Contract for a period of **ONE YEAR**. BEML reserves the right to terminate the contract by giving 03 months' notice without assigning any reason. Subject to consistent satisfactory performance of services rendered by the contractor, the contract can be extended for a further period of ONE YEAR with same terms and conditions.
9. The contract is terminable by the company at any time, without Notice for unsatisfactory services or for breach or non-observance of any of the terms and conditions of the agreement by the contractor and the decision of the company with regards to his termination shall be final and binding.
10. Late tenders and conditional tenders are liable for rejection. The company does not bind itself to accept the lowest or any other such tender.
11. **SECURITY DEPOSIT:** The Successful bidder have to execute a Bank Guarantee from any Public sector Bank for a value equal to one month's bill amount which should be valid up to 6 months after

completion of contract Period. The Bank Guarantee should provide for indemnifying BEML from all losses arising out of this contract directly or indirectly during the validity of this contract apart from adjusting any due from the contractor at any time.

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Date: 27.05.2020

In case of non-submission of Bank Guarantee, equivalent amount will be withheld from contractor bills which will be refunded only after completion of contract. Such deposit will not carry any interest

12. Safety Code conditions, General conditions and Special Conditions form part of this contract.

13. Please quote your PAN/GIR No.

[Please enclose copy of the certificate issued by IT Department]

14. Please quote your ESI Code NO.

[Please enclose copy of the certificate issued by authority]

15. Please quote your PF Code NO.

[Please enclose copy of the certificate issued by authority]

16. Please quote your Registration/license No.

17. The contractors should have authorized registration for PF, ESI and should be willing to comply to all statutory requirements. (In case of non-availability of ESI & PF Code, on award of contract the bidder shall apply PF/ESI code to the respective authorities).

18. The list of major clients and earlier work orders received from major clients may be enclosed for reference.

DY GENERAL MANAGER
(MATERIALS MANAGEMENT)

SIGNATURE OF CONTRACTOR

Pre- Qualification Bid / Technical Bid**ANNEXURE-I****GENERAL TERMS AND CONDITIONS**

1. The tender is for engagement of Doctor and Nurses for BEML Ltd Palakkad complex. The Contractor has to provide 1 Doctor & 2 Male Nurses with the following conditions.

SI No	Particulars	Number of Posts	Qualification and experience	Working Hours
1.	Doctors	1	MBBS with minimum 2 years' Experience. Doctors should be completed MBBS in an institute which is affiliated under Medical Council of India.	3 Times in a week (Monday, Wednesday & Saturday). Timings: 01.30 PM to 03.30 PM.
2.	Male nurses	2	B.Sc., Nursing with minimum 5 years' Experience. Nurses should be completed nursing course from a reputed institute which affiliated under Kerala Nurses & Midwives council.	2 nurses (one nurse/Shift). For weekdays two shifts (1st & 2nd shift). For Sundays & company declared Holidays only one shift (1st Shift). Shift Timings: <u>Ist Shift</u> 7.00 AM to 3.00 PM. <u>IInd Shift</u> 3.00 PM to 11.00 PM.

Note: In the absence of regular Doctor & Nurses, alternative arrangement has to be made by the Contractor.

In case alternate Doctor/Nurses are not deputed, the payment for the shift will be deducted.

2. The tender forms are not transferable under any circumstances, the Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any work. The contractor shall employ his own employee who shall be paid by the contractor.
3. The contractor shall be deemed to have studied the scope of works thoroughly before offering of his rates to ensure that the complete work is to be carried out as per requirement. The Contractors can visit the site before offering his quote if necessary.
4. Canvassing by tenderers or to bring political in any form, including unsolicited letters on tenders submitted or past tender corrections, shall render the respective tenders liable for summary rejection.

5. The Doctors/ Nurses deployed shall be held responsible for the stock of Medicines in the First Aid center and maintenance of appropriate records. Monthly stock verification will be carried out by BEML representative.
6. The contractor can avail canteen facilities for their Doctors/Nurses deployed inside factory on actual payment basis.
Price Details: Breakfast- Rs.27.50, Lunch/Dinner- Rs.43.00, Tea/coffee- Rs.7.50, Snacks- 7.00
7. The tender shall agree not to petition for revision of rates tendered by him under any circumstances at any stage of contract either during execution or when the final claim is settled.
8. All entries shall be typed or written legibly in ink (green and red shall not be used) and there shall be no over-writing or erasure. All corrections should be attested by the tenderer with his dated initials as many times as the corrections occur.
9. The rates offered shall be indicated both in figures and in words in the respective columns, should there be difference between the amount indicated in figures and words, the lowest of the two amounts will be taken as the offer and it will be final. Tenders received after due date and time will not be accepted and the same will be returned to the tenderer.
10. No corrections / revision will be entertained either after the tender is submitted or after the tender closing time and date is over. Tenderers besides affixing their signatures and seal, must give their full name, address, telephone number, Telefax number if any other details.
11. Special Note: All taxes and duties should be quoted extra and the price quote shall be firm throughout the period of the contract. No amount shall be reimbursed on account of taxes or whatsoever may be. The quoted rate should be firm for throughout the contract.
12. All statutory recoveries such as ESI, PF, taxes etc., will be paid by the Contractor to the authorities concerned every month and proof thereof should be produced along with the bill for payment every month. The contractor should also submit the ESI and PF challans for having remitted the amount to the ESI and PF Authorities, indicating the amount paid and also enclosing the names of the contractor labour engaged for whom the contribution has been paid. The periodical returns in the prescribed format (Quarterly/half-yearly returns) have to be submitted concerned and the copies of the same may be submitted.
13. The Company (BEML LIMITED) reserves the right to accept or reject any tender either in full or in part or to reject the entire tender without assigning any reason for its decision in this regard.
14. Late tender and conditional tender are liable for rejection. The company does not bind to itself to accept the lowest or any other tender.
15. PERIOD OF CONTRACT:

The period of contract shall be for **ONE YEAR** from the date of commencement as per the work order, with an option for the company to extend for a further period of ONE YEAR on the same terms and conditions. BEML reserves the right to terminate the contract at any time for unsatisfactory services. The contractor shall not be entitled to claim any compensation or any damages for such termination. The company also reserved the right to award parallel contract for more than one tenderer for the above work if required.
16. The contractor has to comply with the various provisions contained in the contract labour (Regulation & Abolition) Act 1970 the rules there under.

17. The tender shall quote his / their firm registration / code number for the registration with ESI / PF authorities, it may be noted that other requirements being equal, preference will be given to tenderers having independent registration with ESI / PF authorities only.
18. Nurses without ESI registration will not be allowed to enter the premises and to carry out any work.
19. All statutory of ESI & EPF contribution, recovered from the labourers along with contractors matching contribution, shall be made directly to the authorities concerned as per the procedure laid down by authorities every month as per the government compliance. After remittance, the contractors have to forward as a copy of the recovery statements along with relevant challans to RPFC for their record and the same has to be submitted to the officer in charge.
20. The contractor will assist RPFC in settlement of the claims of their Doctor/Nurses whenever claims arise, either due to termination, discontinuance or death.
21. The Doctors/Nurses employed for executing the work in this contract shall be skilled, healthy and capable of doing work for which their services are intended. They shall be dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timing and safety rules, discipline and conduct while working within the premises of the company.
22. **Contract Agreement:** The contractor shall execute an agreement in a stamp paper of worth Rs.100/ (rupees one hundred only) as per the format given by M/s. BEML Limited, to carry out the work coming under the scope of work and terms and condition.
23. The Tenderer shall read and understand special terms and condition, given terms and condition and other condition of the tender before submitting the tender for this work and shall agree to abide by the terms and condition outlined above and these documents shall form part and parcel of the contract awarded to the contractor.
24. **Risk Purchase clause:** BEML reserves the right for termination of the contract at any time if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by BEML and in addition to forfeiture of security deposit towards liquidated damages.
25. **ARBITRATION OF DISPUTES:** Disputes if any arising between the parties in connection with this Agreement or any other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole Arbitrator to be appointed by the company. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules Framed there under. The place of Arbitration shall be at Palakkad and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules framed there under and in Indian Laws. Courts at Palakkad shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

DY. GENERAL MANAGER
(MATERIALS MANAGEMENT)

SIGNATURE OF CONTRACTOR

ANNEXURE-II**SPECIAL TERMS & CONDITIONS****1. PAYMENT OF WAGES:**

The contractor shall make the payment to the personnel engaged as agreed in the commercial bid but not below the Minimum wages as applicable under the Minimum wages Act (Central/State government) whichever is higher. The contractor is also responsible for the due observance of all other laws/Rules and regulations as per Contract labours (Regulations & Abolition) Act. Contractor has to ensure that whenever the minimum wages are revised and increased by the appropriate government and notified from time to time, the same has to be complied and it is to be borne by the contractor. The contractor shall pay the wages to the personnel by 7th of every month with necessary wage slips duly mentioning the earnings and deductions in the presence of Management's representatives in accordance with the Contract Labours (Regulation and Abolition) Act and Rules made there under.

Contribution towards ESI and PF should be borne by the contractor and ensure that the payment of PF & ESI on the wages as quoted are remitted to the authorities concerned within a stipulated period.

2. Number of Doctors and Nurses can be increased /decreased as per the directives of the management during the contract period.

3. The Proof of remittance along with various register/returns has to be enclosed along with claims of the contractor monthly bills, (Evidence for having remitted PF, ESI, EDLI etc.,) for processing the bills for payment. Further, the periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the same has to be submitted to the Officer-in-charge.

4. The entry and exit of Doctor and nurses is controlled by the authorities of the company. The contractor should strictly adhere to the timings of entry and exit laid down by the authorities.

5. ACCIDENTS INJURIES AND DAMAGES: From commencement till completion of the contract the contractor shall take full responsibility of his Doctors & nurses and also should take precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to their Doctors and nurses. For this purpose the contractor shall take an ALL RISK POLICY to cover the risk for the period of contract. Under no circumstance, the company will be liable for any such loss or claims.

6. In the event of any accident / injury / disablement to the Doctors and Nurses the contractor shall arrange to pay the required compensation legally payable to the concerned Doctors and Nurses dependent in addition to the medical treatment / assistance and BEML Limited shall in no way be responsible for payment of such compensation.

7. LABOUR ACTS:

- a. The contractor shall remain liable for the payment of all wages or other remuneration to his Doctor & Nurses under the Payment of Wages Act – 1936, Workmen's Compensation Act, 1923, ESI Act 1948 or any other Acts or enactments relating thereto and rules framed there under from time to time.
- b. Doctors and Nurse In the event, the contractor fails or neglects to pay amount, due to any labour under Workmen's Compensation Act, ESI Act or other labour laws, the company is entitled to withhold the same from the amount payable to the contractor and remit the same to the authorities concerned and such payment shall be binding on the contractor. The contractor is responsible for implementing the provisions of the Contract Labour (Regulation and Abolition) Act and also responsible for any repression arising there from and noncompliance thereof.

- c. Contractor should produce muster rolls duly certified by the Officer-in-charge or his representative once in a month says before last day of each month to Officer-in-charge, so that the ESI/PF contribution amount can be ascertained and recovered.
 - d. If there is any default on the part of the contractor, an estimated amount towards ESI liability including the penalty and damage will be recovered by the company from the bills of the contractors.
 - e. Contractor should maintain all registers and records required for ESI. PF Payment of wages etc., under the statutes, and produces the same for verification as and when called for by the company or inspecting authorities.
 - f. Contract Labour (Regulation and abolition) Act, 1970 prescribes that every contractor who employs labour for executing contract works should obtain license from labour authorities to carry out any works, so that the labourers employed by the contractor are not deprived of the facilities provided under the Act. Such license for engaging contract labour exclusively at BEML Ltd., shall be produced to BEML Ltd. Authorities before commencement of the work.
 - g. The contractor is required to submit the daily attendance of Doctors and nurses engaged to the Officer-in-Charge and get a certification of the same for records.
 - h. The Nurses shall not be retained on overtime work on any day. However, due to exigencies, if they are to be retained to work on any day including Sundays/Holidays, they should obtain prior approval of the Management and a copy of the approval to be enclosed along with the monthly bills for processing.
8. If the work is not carried out satisfactorily the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work.
 9. The company reserves the right to extend the term of the contract or to short close the contract at any time, without assigning any reasons.
 10. The contractor shall arrange for the Doctors/Nurses in assigned shift subject to security check and instructions of the company rules laid down from time to time. All the Doctors and nurses shall have photo identity cards which should be produced while on duty for identification.
 11. PAYMENT: Payment will be made on monthly basis. The Hospital shall submit bills after satisfactory completion of the work every month to the Officer-in-Charge.

DY. GENERAL MANAGER
(MATERIALS MANAGEMENT)

SIGNATURE OF CONTRACTOR

ANNEXURE-III

ACCEPTANCE OF THE TERMS AND CONDITIONS BY THE TENDERER

1. I am /we are agreeable to furnish the valid registration Certificate / License immediately but not later than one month from date of work award /date of expiry of license.
2. I / We have understood clearly scope and nature of works and terms and conditions in the tender document and shall scrupulously abide by the same.
3. I / We have understood clearly that this is a Service contract, for which I am / we are required to quote as prescribed for the entire activities of work as specified.
4. As a registered contractor, I / We have understood clearly of our sole responsibility to faithfully comply with all the requirements of labor laws including the Minimum wages Act, Contract labour (Regulation and Abolition) Act, workmen compensation Act, ESI Act, PF Act, GST and Taxation Acts and others as applicable from time to time and the BEML shall not in any way will be held responsible for any failure or violation on our part.
5. I / We have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me /us under the contract promptly in due time and rated irrespective of whether BEML has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than minimum wages prescribed and are in force at the relevant period.

SIGNATURE OF CONTRACTOR

Date:

Name :

Address:

(COMMERCIAL BID)

(BILL OF QUANTITY)

(TO BE SUBMITTED IN SEPARATE COVER)

Name of the Work: "Engagement of Doctors & Nurses for First Aid center at BEML Ltd, Palakkad.

The following blank format to be filled with the rates by the tenderer and to be returned duly signed along with the Tender document.

NAME OF THE FIRM:

PERIOD OF CONTRACT: ONE YEAR

Qualifications, terms & conditions:

Doctor:

1. MBBS with minimum 2 years' Experience.
2. Doctors should be completed MBBS in an institute which is affiliated under Medical Council of India.
3. Doctor should have been certified by Medical council of India.
4. Working days: Monday, Wednesday & Saturday.
5. Timings: 1.00 PM to 3.30 PM

Nurses:

1. Two Male Nurses should be engaged. One nurse for each shift.
2. BSc. Nursing with minimum 5 Years' Experience.
3. Nurses should be completed nursing in an institute which is affiliated under Kerala Nurses & Midwives council.
4. Nurses should have been certified by Kerala Nurses & Midwives council.
5. Nurses should be engaged in all days Including Sundays & company declared Holidays (Sundays & Holidays only for First Shift).
6. Shift timings: 1st Shift 7.00AM to 3.00 PM.
2nd Shift 3.00PM to 11.00PM.

Note: Quotation should be in the format at Annexure – IV

Signature of Contractor.

Annexure-IV

BEML LIMITED
PALAKKAD COMPLEX

Quotes should be as following formats:

1. Rate for engaging one Doctor per day inclusive of all expenses (1.00 PM to 3.30PM)
= Rs. _____ (In Numbers).

In Words:

2. Rate for engaging one Nurse per month inclusive of all expenses
= Rs. _____ (In numbers).

In words:

- Note:** 1. Tax: GST (if any) to be quoted Extra.
2. L1 Will be derived by comparing the total value (Rate of Doctor & Nurses)
for ONE YEAR.

Signature of the Contractor.