



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337401

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under three-part bid system (Part-I: Techno commercial Part, Part-II: Interview & Part-III: Price Part) from interested parties for ***“setting-up & running physiotherapy services at BHEL House”***.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:23:PT:201
2.	Date of Issue of Tender:	15-09-2023
3.	Type of Tender:	Open Tender
4.	Tender Title:	Setting-up & running physiotherapy services at BHEL House
5.	Location of BHEL-premises where work is to be carried out	BHEL House, Siri Fort, New Delhi;
6.	Last date/ time for receipt of tender:	06-10-2023 by 03:00 PM
7.	Date/ time of opening of (Part-I):	06-10-2023 by 03:30 PM
8.	Place of Submission of Tender / Bid:	Submission of Tender on the BHEL GePNIC Portal, using valid Digital Signature Certificates. More information related to submit online bids on the BHEL GePNIC Portal may be obtained at https://eprocurebhel.co.in/nicgep/app .
9.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
10.	Date/Time of Interview:	Will be intimated separately
11.	Date/Time of Reverse Auction:	Will be intimated separately
12.	Minimum Validity of tender offer:	90 days from the due date of submission of offer
13.	Duration of Contract:	Three Years
14.	EMD (₹):	₹1,67,040/- Only. In favour of BHEL, Payable at New Delhi.

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <https://eprocurebhel.co.in/nicgep/app> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Meena Thakran)
Dy. Manager (HR-GAX & ISMG)
No. 011-6633 7401/9625062397; e-mail: meenat@bhel.in

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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. SUBMISSION INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the

requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2.SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. Tender to be submitted online at <https://eprocurebhel.co.in/nicgep/app>. by the Tenderer within the date and Time; using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>. Intending renderers are advised to visit regularly Portal <https://eprocure.gov.in/eprocure/app> till closing date and time of submission of tender for any corrigendum / addendum/ amendment.

1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.2.4. **SITE VISIT**: Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.3.COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.4.TENDER OPENING:

1.4.1. Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. Or by tender committee in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of part-I (Techno-commercial bid) shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.4.2. **Post techno - commercial evaluation of the bidders, Interview shall be conducted by BHEL and thereafter; BHEL shall be resorting to Reverse Auction (RA) for this**

tender for bidders who qualify both levels i.e. techno-commercial stage and interview as well ; and L-1 shall be decided based on Total Amount (including Taxes) quoted in BOQ. Price-bid format is uploaded on the portal in excel format (xls format) and the price must be quoted in that format only. For any queries, NIT inviting authority shall be contacted.

- 1.4.3. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified and interview cleared bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

1.5. LANGUAGE

- 1.5.1. The bidder shall quote the rates in English language and international numerals ONLY. The rates shall be entered as per format attached in xls on portal. No representations on this account shall be entertained.
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.6. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. 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.
- 1.6.2. 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
- 1.6.3. 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 (1.6.1) and (1.6.2) above.
- 1.6.4. 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.

1.7. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

1.8. **PARTICIPATION OF BIDDERS:** Bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

1.9. **POWER OF ATTORNEY:**

1.9.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder is to be submitted

1.9.2. in case of Partnership firm/company etc; the authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

1.10. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.

1.11. **TENDER PRICES:**

1.11.1. **If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for financial comparison and shall be rejected declaring "unresponsive bid" for violating term and conditions of tender.**

1.11.2. L-1 shall be decided amongst the remaining bidder(s) after removal of unresponsive bid(s); with due process of Reverse auction.

1.11.3. In the event of all bids being rejected on account of S. No. 1.11.1 above, retendering will be resorted to.

1.11.4. "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts or at minimum workable service charge, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

BHEL's decision in such situations shall be final and binding."

1.11.5. While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc.

1.11.6. All duties, taxes and other levies payable by the seller under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.

1.11.7. Lowest "PRICE" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

- 1.12. **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before conducting Reverse Auction.

- 1.12.1. Evaluation of the bids shall be carried out by a tender committee of BHEL. Along with the scrutiny of the documents in line with tender terms & conditions, the committee reserves the right to visit the dispensaries/clinic/hospital of the bidders to assess and confirm their credibility. The tender committee will technically qualify the bidders in line with tender terms & conditions and then will refer the list of techno-commercially qualified bidders to the Selection Committee appointed by BHEL.
- 1.12.2. All the techno-commercially acceptable bidders shall be informed of the date, time and venue for interview of “physiotherapist”. The physiotherapist (only one on behalf of each bidder) will have to appear in interview as per the allotted time/schedule (intimated by BHEL via email/text/telephonically) alongwith all necessary documents/degrees related to their qualification, experience etc.
- 1.12.3. **Selection Committee will interview physiotherapists for their competency, availability & preparedness for proposed set up etc. Thereafter, Part-III bids of only those bidders; whose physiotherapist shall be cleared & approved by Selection Committee (i.e. clearing interview after techno-commercially qualification) shall only be considered for further processing through electronic Reverse Auction.**
- 1.12.4. The priced bids of bidders, whose physiotherapist qualify the aforesaid interview, shall only be considered for evaluation. **Bidders clearing the aforesaid interview conducted by Selection committee shall be informed of the date & time of conducting Reverse Auction telephonically or email by BHEL. The Reverse Auction shall be conducted on the due date and time.**
- 1.12.5. Evaluation of Part-III (Price-bid) Bid shall be done on lowest quoted price by the techno-commercially & interview qualified bidder.
- 1.12.6. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.
- 1.12.7. If the rate is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

1.13 **APPLICABLE CONTRACTUAL VARIATIONS:**

- 1.13.1 Within the validity or any extension of contract thereof, rates shall remain **firm** without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.

1.13.2 BHEL reserves the right to ask the Contractor to shift the services from one location to another location of BHEL within **DELHI/NCR** at the same rates, terms & conditions.

1.14 **VALIDITY OF OFFER:** Offers shall remain valid for **90 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.13 to 1.15 in all respects.

1.15 **EARNEST MONEY DEPOSIT (EMD):**

1.15.1 EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

i) Each tenderer, participating in the tender, has to deposit/furnish EMD of **₹1,67,040/-** in the following forms (along with the offer) in full:

- a) **Cash deposit as permissible under the extant Income Tax Act (before tender opening);**
- b) **Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi;**
- c) **EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).**
- d) **Electronic Fund Transfer credited in BHEL account (before tender opening);**

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
- iii) **Startups and MSEs bidders are exempted from the payment of EMD. However, there is no exemption of security deposit submission for them.**

Original copy of EMD (if EMD is due for submission as per NIT) like DD/Banker's Cheque/Pay Order/FDR etc (allowed as per NIT) shall be submitted to Notice Inviting Authority in BHEL House, Sirifort, New Delhi-110049 before/on the due date/time of submission of bid. Non-receipt of EMD/delay in receipt of EMD will lead to rejection of respective bid.

1.15.2 EMD by the tenderer will be forfeited, if:

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
- iii) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited / released based on the action as determined under these guidelines.

1.15.3 EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.**1.15.4 EMD shall not carry any interest.****1.15.5 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid Udyam Registration Certificate. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.****1.15.6 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.****1.15.7 Provision for MSEs:**

Norms for Micro, Small and Medium Enterprises in Public Procurement shall be relaxed in line with policy circular no. 1(2)(1)/2016-MA dated 10-03-2021 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement policy for Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 20.06.2020 & 16.06.2021.

As on date, Traders are excluded from the purview of Public Procurement Policy i.e. Traders have to submit EMD for this tender.

Further, for applicability of MSE, Traders and Start-up clauses (if any) the documents valid as on the date of Part-I bid opening (including extensions) shall be considered; alongwith the clause related to MSEs quoting price within price band of L1+15%.

Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

1.15.8 Start-up:

Order No. F.20-2/2014-PPD (pt.) dated 27th July 2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O.No. 12(11)/2017-SI dated 22.06.2017 & DHI's letter no. 10(2)/2015-PE-XII dated 20.09.2021 shall be valid on this tender.

1.15.9 Make in India:

For this procurement, Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 06.09.2022 and subsequent ordered issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT, but before finalisation of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

1.16 SECURITY DEPOSIT:

1.16.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

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

1.16.2 COLLECTION OF SECURITY: At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

1.16.3 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time first bill become due, the amount of performance security shall be recovered as per terms defined in NIT, from the bills along with due interest

1.16.4 The security deposit shall not carry any interest.

1.16.5 EMD of successful tenderer will be retained as part of Security Deposit.

- 1.16.6 The validity of Security Deposit shall be initially up to the validity of contract + six months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.16.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- 1.16.8 **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 06 (six) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
- 1.16.9 **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

1.17 **REJECTION OF BIDS**

- 1.17.1 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.17.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.17.3 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.17.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 1.17.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.17.6 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.17.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.18 "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.19 The Bidder(s) along with its associate/ collaborators/ sub-contractors/ 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 any fraud or suspected fraud as soon as it comes to their notice.
- 1.20 **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of

business dealings with Suppliers / Contractors” which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.

In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.

- 1.20.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution
- 1.20.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.20.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.20.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.20.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.20.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

$$\text{Risk and Cost Amount} = [(A-B) + (AxH/100)]$$

Where, A= Value of Balance scope of Work/Supply as per rates of new contract

B= Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

- 1.21 The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.

- 1.22 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.23 In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.24 In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.25 In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.26 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.27 The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.28 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.29 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.30 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.

f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

1.30.1 The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.30.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

1.31 RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

1.32 POST TECHNICAL AUDIT OF WORK & BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

1.33 SECRECY OF CONFIDENTIAL INFORMATION: The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

- 1.34 CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.35 ARBITRATION:

- 1.35.1** In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

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

- 1.35.2** In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

- 1.36 APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.37 DEFAULT/BREACH OF CONTRACT, INSOLVENCY :

1.37.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.37.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 5% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.38 FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 1.39 DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.40 AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of thirty-six months which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.41** Lowest rates received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.42 NO CLAIM CERTIFICATE:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (WAM 10)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of contract.
- 1.43** The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.44 LISASONING WITH LOCAL AND STATE AUTHORITIES:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.45 VALUE ENGINEERING FOR BETTER SERVICES AND COST REDUCTION:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.46 REPORTING:** Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.47** Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
- 1.48 VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. If at any stage, the document(s) submitted by bidder/ contractor is/ are found

incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.

1.49 PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

1.50 The evaluation currency for this tender shall be INR.

1.51 DUE DILIGENCE: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.52 CONFLICT OF INTEREST AMONG BIDDERS/AGENTS: "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal;

or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".

SECTION-II**SPECIAL TERMS & CONDITIONS OF TENDER****2 SPECIAL INSTRUCTION TO BIDDERS:**

- 2.1 **INTRODUCTION:** BHEL is planning to establish physiotherapy services at its Corporate Office.
- 2.2 **INTENTION:**
- 2.2.1 To provide Physiotherapy Services for BHEL beneficiaries (both serving & retired employees of BHEL and their eligible family members) by a qualified physiotherapist.
 - 2.2.2 The physiotherapist/service provider, shall establish physiotherapy facility along with all machines & material, at its own cost, in the specified space (approximately 400 Sqft) and building to be provided by BHEL. The physiotherapist will have all responsibilities to procure, maintain and operate all the equipments including consumables etc. for the unit at his/her own cost for running the services.
 - 2.2.3 All the physiotherapy services/modalities that are to be provided to the BHEL beneficiaries shall be charged as per monthly rates offered by the physiotherapist /service provider to BHEL in this centre. Physiotherapy Charges will not be charged by the service provider from patient.
 - 2.2.4 The said facility shall be a complete set up including equipments / exercise products, physiotherapist & his helping staff, consumables (like towel, cotton roll, bandage roll, tissue papers, gel, stationary items) etc. as required for running the facility and there shall be no liability on BHEL w.r.t. its manpower & administration. Only space, water, power, Air conditioners, basic infrastructure items (like manual physical therapy couch, treatment chairs, side tables, chairs for waiting area, lockers, steppers, consultation desk with chair, mattresses, bed sheets, pillows & cushions, curtains etc.), general housekeeping & maintenance including periodic cleaning of bed sheets/towels shall be provided “free of charge” by BHEL.
 - 2.2.5 **PHYSIOTHERAPY CENTRE TIMINGS:** Timing for operation of the Physiotherapy Centre shall be from 09:00 AM to 05:30PM (at least 08 Working Hrs.) from Monday to Saturday or mutually decided later.
 - 2.2.6 **PHYSIOTHERAPY CENTRE CLOSING DAYS:** Physiotherapy Centre shall be closed on Sunday, 2nd & last Saturday of the calendar month, National Holidays and BHEL' Holidays.
- 2.3 **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of thirty-six months. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement. On expiry of the contract, the Service Provider will take away all the equipment and consumables that are under his/her ownership. After expiry of the contract term, a grace period of 4 weeks will be allowed for removal of all equipment/consumables from BHEL premises. If not cleared within this time frame, the BHEL will be at its liberty to dispose of the same, as deemed fit and charges incurred will be deducted from pending bills.
- 2.4 The Successful bidder/service provider shall be required to comply with all the statutory requirements & registrations etc as required in line with the extant rules, guidelines of Gol and State government within 45 days from the date of placement of work order, before actual occupancy of the premises/set-up.

- 2.5 SCOPE of WORK AND SERVICES FOR THE SERVICE PROVIDER:** In view to provide the freedom of work, independency, and minimum interference from BHEL, BHEL will only provide to the Service Provider a portion of the already constructed building along with already installed fixtures, fittings, electricity and water supply. The available space and infrastructure can be examined by the Service Provider before submitting the tender with prior permission from BHEL.
- 2.5.1 All arrangements, which are not in the scope of BHEL, as mentioned in the next schedule below, but required by the Service Provider for smooth functioning of the services has to be done by the Service Provider. Any modification/alteration/addition etc. in the already constructed building have to be done by the Service Provider at its own cost and risk after seeking approval from BHEL.
- 2.5.2 The Service Provider has to procure at its own cost, all medical and non-medical equipments, stationary, drugs, dressings, consumables, non-consumables and any other material or service required to run the Physiotherapy services.
- 2.5.3 BHEL shall provide Housekeeping, Cleaning, Maintenance and Security Services to the Service provider for the proposed centre.
- 2.5.4 The arrangement of electricity and water supply shall be made available to the Service Provider by BHEL. In case there is any failure in the electricity or water supply, the adhoc or emergency arrangement for the proposed services has to be made by the Service Provider at own cost before starting the service.
- 2.5.5 The Service Provider has to procure all computers, telephones, internet connection and all other required facilities at its own Cost.
- 2.5.6 The Service Provider has to provide uninterrupted services till the concerned BHEL-Office is open, with capping of 09.00 AM to 05:30 PM on all working days.
- 2.5.7 It is estimated that around 30 beneficiaries will visit per day for the required services, provider required to deploy additional physiotherapist and support staff at their own cost.
- 2.5.8 The Service Provider has to provide all services only to the BHEL beneficiaries. All equipments and materials must be used for treatment of BHEL patients only referred by the competent authority.
- 2.5.9 Preferably newly purchased equipments should be installed by the Service Provider. Used material should not be older than 3 years and must have AMC/good condition. Condition and quality of material shall be examined by BHEL and subject to the acceptance by BHEL. For avoidance of doubt if older material/equipment's are not accepted by BHEL, Bidder has to replace with new material/equipment.
- 2.5.10 All waste should be disposed-off as per the standard guidelines issued by the State Government/ Central Government from time to time.
- 2.5.11 Running cost of all facilities including staff salaries, if any, to be borne by the Service Provider.
- 2.5.12 Service Provider should make alternative arrangements in the event of breakdown of the services at his/her own cost. In case the Service Provider fails to make such arrangement and any damages claimed by the patient/BHEL shall be the responsibility of the Service Provider. Moreover, the equipment has to be repaired/replaced by the service provider, within 3 days of breakdown failing which appropriate action as deemed fit will be taken by the competent authority. Record keeping by the service provider in the form of a register, verifiable by the competent authority is a must.

- 2.5.13 Service Provider must keep all records in the computerized form and should be able to provide all statistics and other records in the soft copy to the administration on demand.
- 2.5.14 Service Provider must issue Identity cards and uniforms to its staff.
- 2.5.15 Service Provider must obtain insurance cover for all its equipment/ employees at his/her own cost.
- 2.5.16 Service Provider will ensure remedial measures with regard to any deficiency in services pointed out by the authorities.
- 2.5.17 BHEL beneficiaries reporting to the BHEL institution must be attended to by the Service Provider without delay on the prescribed prescription/form issued by BHEL, along with attested signature of the patient/ attendant over it. The Service Provider will undertake the services and maintain records for billing purposes. The Service Provider will keep check on the patient's Identity.
- 2.5.18 The Service Provider and its staff can be given access to all the other areas of the BHEL Institution after showing identity card if justified.
- 2.5.19 Service Provider will be authorized to make changes in fittings, cablings, etc. as per requirement of operating equipments with permission from the administration.
- 2.5.20 No modifications of structure will be allowed without permission from the administration.
- 2.5.21 Any medico-legal issues arising in the course of or out of treatment of patients will be the responsibility of Service Provider.
- 2.5.22 Provision of Consumer Protection Act, RTI act etc. shall be applicable to the Service Provider also.

2.6 ROLE / OBLIGATIONS OF BHEL:

- 2.6.1 For proper day-to-day functioning of the Physiotherapy Centre, BHEL will set-up initial infrastructure & facilities.
- 2.6.2 The contractor shall be provided fully furnished dedicated space of approximately **400 Sqft** (*adequately lighted, properly ventilated, affording protection from all kinds of weather etc.*) by BHEL for running & managing Physiotherapy Centre. The safety, security & cleanliness of Physiotherapy Centre will be provided by BHEL. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The space provided to the contractor will not be utilized for any other purpose rather than running & managing Centre. The Contractor shall use the said demised premises solely for the specified purpose of running of Physiotherapy Centre only. The Contractor / Agency shall not use, cause or allow to be used the demised premises for any other purposes whatsoever.
- 2.6.3 Water, electricity shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity only for the services to be provided to BHEL.
- 2.6.4 BHEL shall arrange to provide the required furniture, fixtures, (excluding which are in the scope of successful bidder) in the demised premises. BHEL shall reserve the right to assess and decide the type, quantity and specifications of the equipment to be provided.
- 2.6.5 The premises as well as various furniture and other properties provided at the Centre are the property of the BHEL. The contractor will be treated only as a licensee which

has been provided with these facilities for executing this Contract. The Contractor will have no claim whatsoever against the company or its properties.

- 2.6.6 The Agency is permitted to enter the BHEL-premises to run Physiotherapy Centre only. Whenever the contract agreement is terminated / ceases to exist or the Contract comes to an end or BHEL decides that successful bidder should not be allowed to run Physiotherapy Centre in the premises, in that event, the Contractor shall leave BHEL premises.
- 2.7 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 2.8 Continuation of the Contract shall be based on the performance of the Contractor.
- 2.9 The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.10 Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for all requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.11 **RIGHTS TO ALTER TERMS AND CONDITIONS OF THE AGREEMENT:** If exigencies of circumstances so demand & in overall interest beneficiary of the Physiotherapy Centre, BHEL reserves the right to review the Terms and Conditions of this tender and amend the same with a deed of amendments as per mutually agreed terms and condition.
- 2.12 Successful bidder shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹100/- at **DELHI-India**, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted.
- 2.13 **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and **submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement.** Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the**

new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.

2.14 PERFORMANCE MONITORING:

2.14.1 BHEL authorities are free to monitor the quality of services rendered by the Service Provider on a periodical basis also as and when required. Any shortcoming will be communicated to the Service Provider and the service Provider will be responsible for corrective action, if any without delay and the same needs to be communicated in writing. The decision of committee constituted in this regard will be final. Monthly statistics in prescribed format must be sent to the administration regularly.

2.14.2 In case of unsatisfactory services, the competent authority reserves the right to terminate the contract.

2.14.3 Regular patient satisfaction survey/ grievances shall be carried out and shared between Service Provider and BHEL/ committee appointed for the purpose.

2.14.4 The authorized officer/ committee of BHEL shall have the right to inspect the Centre at any time.

2.14.5 The Service Provider will nominate an official for liaison work and performance monitoring.

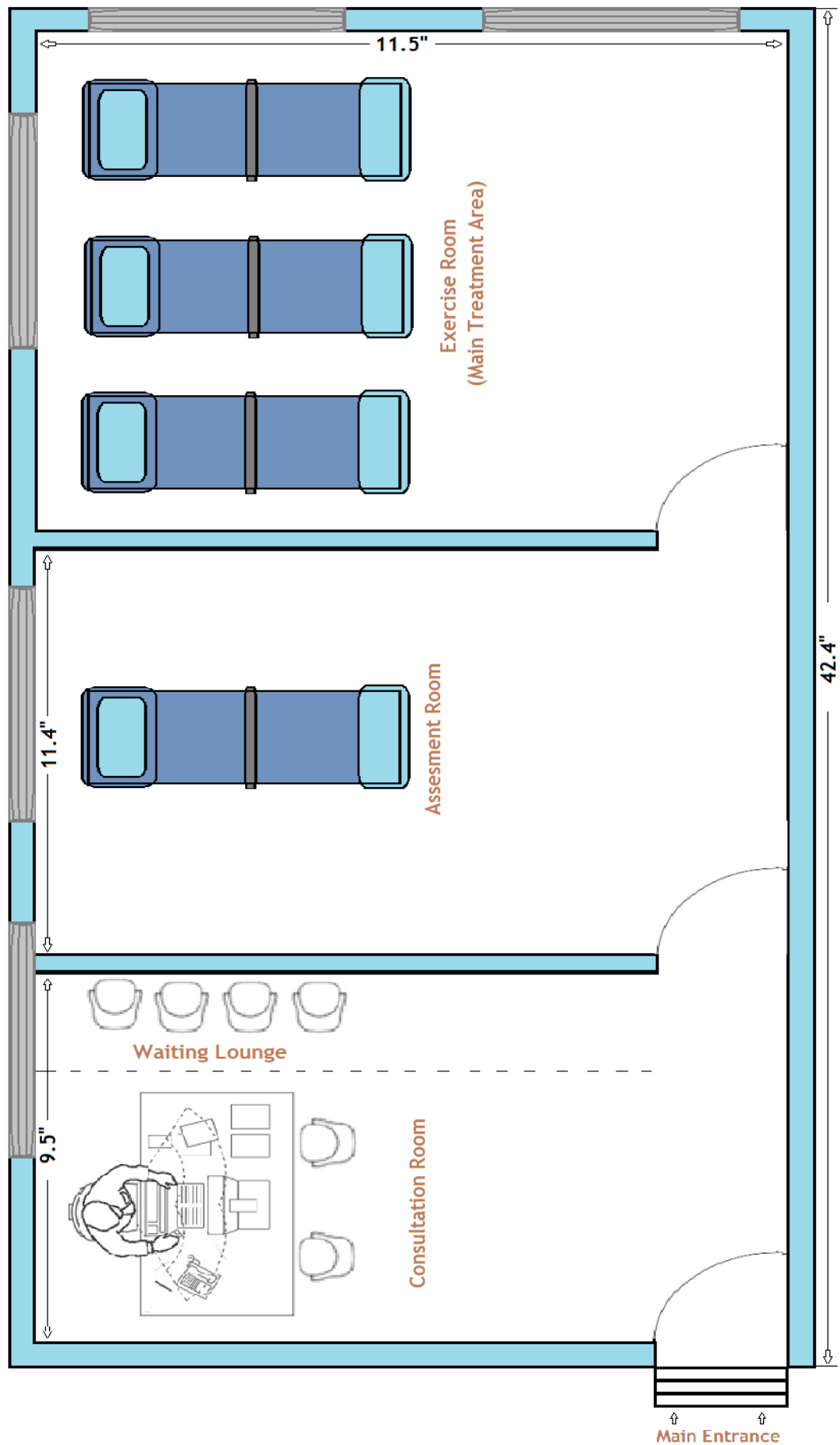
2.15 The successful bidder has to ensure deployment of the same physiotherapist who have appeared before the BHEL's selection-committee during interview, and his availability to be ensured at least 75% time (on monthly basis) during the currency of contract. In order to maintain the continuity of services in case of any exigency/absence of aforesaid physiotherapist, the successful bidder has to make sure that suitable substitute/physiotherapist (having Min. Qualification as defined in tender) provide services with prior information/permission of BHEL.

2.16 MINIMUM REQUIREMENT OF PHYSIOTHERAPY SETUP (Requirement of equipments, instruments etc. (Indicative and Not Exhaustive in nature):

S. No.	DESCRIPTION	TO BE PROVIDED BY
A	<u>Electrotherapy Products:</u>	
1	Shortwave Diathermy (Solid State)	Successful Bidder
2	Interferential Therapy Unit (IFT)	Successful Bidder
3	Laser Therapy Unit	Successful Bidder
4	Muscle Stimulator	Successful Bidder
5	TENS UNITS	Successful Bidder
6	Ultrasound Therapy Units	Successful Bidder
B	<u>Exercise Products:</u>	
7	Finger Ladders	Successful Bidder
8	Thera band (01 No. each of 5 types)	Successful Bidder
9	Weight & Dumbbells (All of ranges - 1 set)	Successful Bidder
10	Wrist Roll Cum Supination Pronation Exercise Unit	Successful Bidder
11	Swiss Ball (75 Cm)	Successful Bidder
12	Foldable Walker	Successful Bidder
13	Weighing Scalar	Successful Bidder
14	Balancing Board	Successful Bidder
15	Static Cycle (Avon)	Successful Bidder
16	acco Ankle Exerciser	Successful Bidder
17	Wall Mounting T Shoulder Pulley Set	Successful Bidder
18	Fitness stick (Level 1 to 5)	Successful Bidder
19	Physiotherapy Shoulder Wheel Exerciser 360 deg. (Wall Mounting)	Successful Bidder
C	<u>Heat N Cold Therapy Products:</u>	

20	Moist Heat Therapy Unit (with 4Pack)	Successful Bidder
21	acco Wax Bath Unit (Medium)	Successful Bidder
D	<u>Mechano Therapy:</u>	
	Cervical and Lumber Traction systems (Intermittent and Constant) with traction table	
22	Traction Unit (Cervical / Lumbar)	Successful Bidder
E	<u>Misc. Equipments:</u>	
23	Pulse Oximetry Machine	Successful Bidder
24	BP Instrument	Successful Bidder
F	<u>Fixed Items:</u>	
25	Manual Physical Therapy Couch (Bed)	BHEL
26	Treatment Chairs (Wooden)	BHEL
27	Side Tables	BHEL
28	Chairs for Waiting Area	BHEL
29	Lockers	BHEL
30	Foot Steppers	BHEL
31	Consultation Desk with Chair	BHEL
32	Mattresses	BHEL
33	Bed Sheets	BHEL
34	Pillows & Cushions	BHEL
35	Curtains	BHEL
G	<u>Manpower:</u>	
36	Physiotherapist	Successful Bidder
37	Physiotherapy Paramedical Staff (If required)	Successful Bidder
H	<u>Miscellaneous Items:</u>	
38	Annual Maintenance of Equipments	Successful Bidder
39	Consumables like Towel, Cotton Roll, Bandage Roll, Tissue Papers, Gel, Stationary items etc. for Physiotherapy Centre	Successful Bidder
40	Water/ Power / Fuel /Space/ AC Facility for Physiotherapy Centre	BHEL
41	Housekeeping & Maintenance of Physiotherapy Centre	BHEL
42	Periodic Cleaning of Bed Sheets/Towels etc. of Physiotherapy Centre	BHEL

LAYOUT PLAN FOR PHYSIOTHERAPY SETUP
(Approximate Area = 400 Square feet)



(Not on scale)

SECTION-III**COMMERCIAL TERMS & CONDITIONS****3. COMMERCIAL TERMS & CONDITIONS:****3.1. PAYMENT TERMS:**

- 3.1.1. Payment shall be made once the services are delivered, and the Service provider submits the invoice for the same. Monthly bills will be paid within ninety (90) days of submission of bills (Payment Period for MSE - 45 days & Medium Enterprises 60 day).
- 3.1.2. No advance payment shall be made to the contractor.
- 3.1.3. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- 3.1.4. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 3.1.5. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 3.1.6. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 3.1.7. All the deductions (if applicable) shall be settled before making the payments. Service provider shall not have any objection on the same. BHEL will review the documents provided by service provider & may either accept or reject based on actual performance. If required, BHEL may impose any LD/Penalty deductions, over & above the invoice submitted by service provider.

- 3.2. **PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR:** The payment under the contract shall be made on monthly basis as per the agreed rates only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify and process the bill(s) in line with contractual terms & conditions.

3.3. TAXES & DUTIES:

- 3.3.1. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law as amended from time to time. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 3.3.2. To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon

has been paid by contractor to Govt. within the stipulated time for the relevant period as per GST Law. In case of any loss to BHEL on account of noncompliance by contractor, the same shall be to contractor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.

- 3.3.3. Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- 3.3.4. Digital tax invoice shall be preferred.
- 3.3.5. GSTIN of BHEL will be provided to the contractor along with the work order.
- 3.3.6. Any new/ statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 3.3.7. While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
- 3.3.8. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature - CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- 3.3.9. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- 3.3.10. Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- 3.3.11. The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:
 - i) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - ii) Certified that the services on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these services are correct under the provisions of that Act or the Rules made there under.
 - iii) Certified that the Service provider is registered with above indicated GSTIN in the State where in their Billing address is located for the purpose of GST.
 - iv) The service provider shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.

- 3.3.12. Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.
- 3.3.13. In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of Service provider's suppression of facts, fraud or wilful misstatement of facts while offering the products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.
- 3.3.14. The Service provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the BHEL.
- 3.4 **DAMAGES, FINES, RECOVERY OF LOSSES etc.:** The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract. The Contractor shall be given 3 days prior Notice, to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding.
- If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the Security Deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 3.4.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behaviour / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.

- 3.4.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties/Fines for non-compliance/breach of contract.
a	In case of non-operational of Physiotherapy Centre on any working day.	₹7,500/-per day shall be deducted as fines from the monthly bill amount for each such occurrence.
b	In case of non-availability of physiotherapist who have appeared before the BHEL's selection-committee during interview, exceeds 25% time (on monthly basis)	₹4000/- per day shall be deducted as fines from the monthly bill amount for each such occurrence.
c	Feedback to be maintained by contractor/service provider in log book and same shall be vetted by Corp. Medical/BHEL same day.	₹750/- shall be deducted as fines from the monthly bill amount for each complaint; duly vetted by CMS/CMO.

- 3.4.3 **“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
 - (i) *In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)*
 - (ii) *In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)*
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.”

- 3.5 The Contractor SHALL Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 3.6 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 3.7 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

3.8 Start-up:

Order No. F.20-2/2014-PPD (pt.) dated 27th July 2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O.No. 12(11)/2017-SI dated 22.06.2017 & DHI's letter no. 10(2)/2015-PE-XII dated 20.09.2021 shall be valid on this tender.

3.9 Make in India:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

- 3.10 Penalty for a specific month/period shall be capped at 10% of bill generated for that particular month after commencement of service.

- 3.11 **TIME FRAME TO SET UP & START THE SERVICES AND RELATED PENALTY TERMS TILL THE COMMENCEMENT OF SERVICES:** Maximum time for completion and commissioning of the project/set-up in line with tender terms & conditions shall be 45 days from the date of issuance of Work order to the service provider. After the expiry of the time limit as specified above, below mentioned penalty for per day delay of the project (if delay is attributable to the service provider) for next four weeks shall be levied. After one month of penalty period, the deposited performance security may be forfeited and thereafter BHEL reserves the right to decide further course of action in line with BHEL guidelines/extant policies.

$$\text{Penalty per day of delay} = \frac{\{(\text{Total Monthly Service Charge quoted by service provider})/24\} * 2}{2}$$

SECTION-IV**QUALIFYING CRITERIA FOR THE BIDDER(S)****4 PRE-QUALIFICATION REQUIREMENT (PQR) FOR THE BIDDERS**

- 4.1 Bidder should have registered PAN. *(Copy of PAN card has to be submitted alongwith bid).*
- 4.2 Physiotherapist to be deployed by the bidder should have following Min. Qualification:
 - 4.2.1 **Educational Qualification:** Should have a recognized qualification i.e. *MPT-Master Degree in Physiotherapy from Institute/ University recognized by Central / State Govt. with specialization in Sport / Orthopedics (Copy of valid Degree has to be submitted along with bid). MPT should be awarded from recognized University

*Note: MPT is the minimum qualification required.
 - 4.2.2 **Past Experience:** Should have an experience of at least 02 years after MPT for providing the physiotherapy services in any Pvt. Institution/Hospital/ Govt. or Public Institution or in his/her independent establishment during the last 7 years ending on 31th March'2023 (Copy of duly certified experience certificate has to be submitted along with bid).
 - 4.2.3 Should have valid registration with council/ Indian association of physiotherapy / any other body duly recognized by state government/central government. (Copy of valid registration certificate has to be submitted along with bid)

Note: Verified MSE and Verified STARTUPS shall be exempted from EMD submission only.

SECTION-V
DOCUMENTS REQUIRED

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 5.01 “No Deviation/Acceptance Certificate” i.e. Annexure-A.
- 5.02 “Declaration Certificate” i.e. Annexure-B.
- 5.03 Duly filled “Bidder's General Information” placed in Annexure-C.
- 5.04 “E-Banking Mandate Form” on the Letter Head, as per Annexure-D.
- 5.05 Duly signed Un-price bid format (Annexure-E), by mentioning ‘Q’ in the column where quote is to be offered by the party.
- 5.06 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.
- 5.07 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.

SECTION-VI
PROCEDURE FOR SUBMISSION OF TENDER

- 5.01 The bidders are required to submit soft copies of their bids electronically on the GePNIC Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocurebhel.co.in/nicgep/app>.
- 5.02 The tender is to be submitted as required in parts i.e **Part-1 “Techno-commercial Bid” & Part-3 “Price Bid”**.
- 5.03 **PART-I i.e. TECHNO-COMMERCIAL BID:** This part shall contain the complete tender enquiry downloaded from BHEL site signed and stamped on each page by bidder including all the relevant documents sought in NIT (technical details and / or Commercial Terms & Conditions) and should not contain Price-Bid.
- 5.04 **PART-III i.e. PRICE BID:** Part-III shall contain Price-Bid only and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above. This part shall be submitted separately & not be submitted along with technical bid (Part-I bid). The bidder must ensure that Price bid is submitted in the format available on portal.
- 5.05 If EMD is not submitted by any bidder (if applicable) then their bid shall be rejected and shall not be evaluated further.
- 5.06 Bidders who **qualify in Technical Bid (Part-1)** will only be considered for further evaluation i.e., **Interview Stage (Part-II)**. Those who qualify in interview shall be considered further for reverse auction. BHEL will finalize successful bidder by **conducting Reverse auction (Part-III)**. Date of conducting Reverse Auction will be intimated separately to the Bidders who qualify in the both stages i.e., Techno-Commercial bid and interview.
- 5.07 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 5.08 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender “No Deviation Certificate” only. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.
- 5.09 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The BoQ & price bid have been given in the standard formats with the tender document.

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:23: PT: 201, **dated 15-09-2023**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. We also commit to adhere BHEL Fraud Prevention Policy, BHEL Guidelines on Suspension of Business Dealings, BHEL Guidelines for Reverse Auction.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	Labour Identification Number (LIN) (If Avail.)	
8	EPF Registration No. (If Avail.)	
9	ESI Registration No. (If Avail.)	
10	GST Registration No. (GSTIN)	
11	Udyog Aadhar Registration No. (If Avail.)	
12	Startup recognition Certificate No. (If Avail.)	
13	Corporate Identification Number (CIN) (If Avail.)	
14	Name of Bidder/ Contact Person	
15	Phone No. of Bidder / Contact Person	
16	E-mail Address of Bidder / Contact Person	
17	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm

E-Banking Mandate Form
(To be submitted along with Part-1 Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9-digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)
Signature of the Authorized Officer

PART 'I' - UNPRICE BID

S. No.	BID PARTICULARS	RATES (in figure)	RATES (in words)
1.	MONTHLY CHARGES FOR RUNNING & MANAGING PHYSIOTHERAPY FACILITY AT BHEL HOUSE (INCLUSIVE OF ALL CHARGES BUT EXCLUDING GST)		

Signature
With name, Designation & seal of the firm

Notes:

- The bidder shall not quote the price in here. Price bid format is uploaded on the portal in excel format (xls format) & the price must be quoted in that format only.
- This Annexure shall be part of Techno-commercial bid. The bidder is requested to indicate "Q" (stands for Quoted) against all line item for which the bidder has quoted price in Price Bid.

