



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

To,

**Mr. Ajay Singh
 M/s Shine & Standard
 RZ-426H, Gali No. 11,
 Kailash Puri Extn., New Delhi-110045**

Sir,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**, a Public Sector Enterprise) having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer through e-mail under part bid system for **"Hiring of agency for providing MBBS Doctor at BHEL- TOWNSHIP COVID ISOLATION CENTRE-NOIDA"**.

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

SCHEDULE TO TENDER

1.	Tender Reference No.	CO-HRADOMNPR/4/2021-CO-HR-ADMIN
2.	Date of Issue of Tender:	30-04-2021
3.	Type of Tender:	Single Tender
4.	Type of Bids:.	One-part bid system
5.	Last date/ time for receipt of tender:	01-05-2021 10:30AM
6.	Date/ time of opening of bid:	01-05-2021 11:00AM
7.	Place of Submission of Tender / Bid:	Through e-mail
8.	Tender will be opened at:	Online-Over e-mail
9.	EMD (₹):	Exempted
10.	Minimum Validity of tender offer:	30 days from the due date of submission of offer
11.	Scope of Work:	Providing MBBS Doctor in COVID Isolation Centre
12.	Duration of Contract:	Three (03) Months Only

Thanking you,

For & on behalf of
 Bharat Heavy Electricals Ltd.

(Meena Thakran)
 Dy. Manager (HR-GAX & ISMG)
 E-mail: meenat@bhel.in
 Mobile:9625062397

SECTION-I**GENERAL CONDITIONS OF TENDER****1. GENERAL INSTRUCTION TO BIDDER****1.1. DESPATCH 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. **COMMUNICATION & CORRESPONDENCE:** Bidder 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 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.
- 1.1.3. Bidder is advised to study complete tender documents carefully. Submission of tender by 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 bidder has 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.
- 1.1.4. 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. Bidder must submit their bids through e-mail to NIT-inviting authority.
- 1.2.2. Before submission of Offer, the bidder is 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. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions.

1.3. TENDER OPENING:

- 1.3.1. Tender shall be opened online (over e-mail) on appointed date & time (or the extended date/ time, if any).

1.4. LANGUAGE

- 1.4.1. The bidder shall quote in **English language and international numerals ONLY**. The **“Rate” shall be entered in figures as well as in words**.
- 1.4.2. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.4.3. **SINGULAR & PLURAL**: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.4. **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.

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

- 1.5.1. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.
- 1.5.2. “Rate” shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.3. **“Rates” must be quoted in figures.**

1.6. TENDER PRICES:

- 1.6.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at **Section-III**.
- 1.6.2. **While quoting the “Rates”, bidder should consider all cost elements and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies.**

1.7. TENDER EVALUATION / EVALUATION OF BIDS: Tender evaluation shall be carried out on the basis of terms & conditions specified in the tender documents.**1.8. APPLICABLE CONTRACTUAL VARIATIONS:**

- 1.8.1. 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. However, during the validity of contract period, the Contract Value will vary depending on the followings:

- 1) 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.
- 1.8.2. BHEL reserves the right to increase or decrease the quantum of work / services upto **30%** at the same rates, terms & conditions of this NIT during the currency of the contract. BHEL also 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.
- 1.9. VALIDITY OF OFFER:** Offers shall remain valid for **60 days'** period from the due date of submission of bid (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.
- 1.10. 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.
 - 1.10.1. 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.
 - 1.10.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - 1.10.3. 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.
 - 1.10.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
 - 1.10.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - 1.10.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer 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.
- 1.11.** The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.12.** 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.
- 1.13.** The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

1.14. 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.

1.15. 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.

1.16. ARBITRATION:

1.16.1. Except as provided elsewhere in this Contract, 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 Head of the BHEL Unit/Region/Division issuing the Contract.

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.

Subject to the arbitration in terms of Clause above, the Courts at **DELHI** shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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.

1.17. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.17.1. 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.

1.17.2. 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 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.18. 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.

1.19. 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 three months. However, the Agreement / Contract shall be liable for foreclosure earlier by the BHEL at any time by giving 15 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.

SECTION-II
SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDER

- 2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to NOIDA with regard to the performance of the work assignments included herein or concerning this Agreement. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 2.2.** 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.
- 2.3.** BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 2.4. The workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.**
- 2.5.** No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.6.** In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.

- 2.7. The Contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.8. BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.9. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.10. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.11. The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 2.12. It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 2.13. The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.
- 2.14. The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.

SECTION-III
SCOPE OF WORK / SERVICES

3. Nos. of points where workforce to be deployed by the Contractor for providing services are as follows: -

SL. No.	Location	MBBS Doctor
i	BHEL Township, Sector-17, Noida	01 Doctor Round-o-clock

MINIMUM QUALIFICATION: Min. qualification for Doctor should be as follows:

- MBBS
- *(Doctor shall be interviewed by BHEL Doctor available at NOIDA Dispensary before deployment by contractor in Isolation Centre)*
- *(Deployed Doctor should have registration Certificate issued by the Medical Council of India or by a state Medical Council)*
- *(MBBS/MD degree should be recognized by MCI)*
- *(Age of doctor should not be more than 60 years on date of deployment).*

SCOPE OF WORK:

Due to the sudden resurgence of Covid-19 pandemic, the cases of the COVID-19 infections are on the rise in BHEL-Township, NOIDA. Medical facilities are under stress and are proving to be insufficient at BHEL township where around 600 families are residing.

In view of ongoing crisis and rapidly increase of +ve cases in BHEL-Township, Noida, it has been decided by the BHEL to set-up an isolation ward in the community Centre at BHEL Township.

In view of above & keeping in mind the necessity of services as well as urgency of requirement, you're requested to arrange to deploy 01 MBBS Doctor (round-o-clock) at aforesaid isolation ward in each shift for 90 days on regular basis. Each Doctor in each shift has to manage isolation ward and provide all medical assistance (as per available resources given by BHEL at that point of time) to the patient admitted therein.

SECTION-IV**COMMERCIAL TERMS & CONDITIONS****4. COMMERCIAL TERMS & CONDITIONS:****4.1. PAYMENT TERMS:**

- 4.1.1. Bill (on monthly basis) complete in all respect along with all the requisite documents Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to respective location of BHEL office will be paid within 15 days of its receipt.
- 4.1.2. 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.
- 4.1.3. 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.

4.2. TAXES & DUTIES:

- 4.2.1. 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. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.2.2. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.2.3. GSTIN of BHEL will be provided to the Contractor along with the work order.
- 4.2.4. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.2.5. Payment to the Contractor 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 Contractor by BHEL.
- 4.2.6. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.2.7. 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) Code etc.
- 4.2.8. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

- 4.3. PENALTY CLAUSES:** The penalties 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 to respond to the levying of penalties being in the nature of liquidated damages and submit representations,

if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding.

The said penalties imposed, being in the nature of liquidated damages shall be deductible from payments due to the Contractor and/or from the Security Deposit. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty being in the nature of liquidated damages recoverable from the Contractor, 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 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.

4.3.1 Failure to provide services owing to unavailability of Doctor 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.

4.3.2 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; major penalties and may also attract termination of contract 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.	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.
d.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
e.	In case of any misrepresentation while claiming the payment.
g.	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.
h.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
i.	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;
j.	If Contractor fails to perform any other obligation under the Contract;

4.3.3 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.

4.3.4 The grounds mentioned in S. No. 4.3.2 hereinabove are not exhaustive but merely illustrative.

BHEL reserves its rights to terminate the Contract 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. If the Contractor shall not have remedied the deficiencies noticed in the written notice issued by BHEL within the period of 30 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor.

4.3.5 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 penalties 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 being in the nature of liquidated damages for non-compliance/breach of contract.
a.	Non-satisfactory performance of services provided by Contractor	0.1% of bill amount shall be deducted as penalty being in the nature of liquidated damages from monthly bill for each such occurrence .
b.	Non availability of Doctor during any shift	Failing to provide Doctor in each shift, each day, Contractor will invite a penalty being in the nature of liquidated damages of Rs.3000/- per non-available Doctor per shift per day.
c.	<u>Misconduct / Misbehaviour by the Doctor:</u> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.	Rs.500/- shall be deducted as penalty being in the nature of liquidated damages from monthly bill amount for each such occurrence. <i>In the event any such misconduct/misbehaviour/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL; penalty being in the nature of liquidated damages as aforesaid shall not be levied but such loss caused due to such misconduct/misbehaviour/offences will be liable to be made good by the Contractor on actuals.</i> <i>If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i> <i>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/misbehaviour, BHEL may, in the event of such misconduct/misbehaviour on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</i>
d.	<u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.	Penalty being in the nature of liquidated damages equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor.

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4.3.6 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 Contracts 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.

SECTION-V
DOCUMENTS REQUIRED

5. The Bidder should submit documents, duly certified and stamped by their authorized signatory.
 - 5.1. Bidder has to submit duly filled “No Deviation / Acceptance Certificate”.
 - 5.2. The bidder shall submit the Bank details along with a **cancelled cheque for NEFT/RTGS and authorization letter of authorized signatory(s) for this tender exclusively.**
 - 5.3. **Duly filled Signed & Stamped Price-Bid.**

No Deviation/Acceptance Certificate

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. CO-HRAD0MNPR/4/2021-CO-HR-ADMIN, dated 30-04-2021. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

PRICE BID

S. No. (a)	Description (b)	Rate (in Rs.) Per Hour (c)	No. of Hours (d)	Amount in Rs. (for 24 Hr.) (e)=(c)*(d)
A	Allopathic Doctor (One Doctor Round-o-clock for 8Hr. Shift)		24	
B	Contractor's Service Charge@.....% on amount mentioned at cell {A:(e)}			
C	GST@.....% on amount mentioned at cell {B:(e)}			
D	Sub-Total [{A:(e)} + {B:(e)} + {C:(e)}]			
	Allopathic Doctor (One Doctor Round-o-clock for 8Hr. Shift): For 90 Days {sub-total*90}			

Signature
With name, Designation & seal of the firm

