



REQUEST FOR PROPOSAL

Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility, Bid Process Management and Contract Management for Development and Operation of BHEL Hospitals at Haridwar, Bhopal, Hyderabad and Trichy & one of the office building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE OFFICE, BHEL HOUSE, SIRI FORT, NEW DELHI





प्रस्ताव के लिए अनुरोध
Request for Proposal (RFP)

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 two-part bid system (**Part-I: Techno commercial & QCBS Evaluation Part, Part-II: Price Part**) from the competent consultancy agencies for **“Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility, Bid Process Management and Contract Management for Development and Operation of BHEL Hospitals at Haridwar, Bhopal, Hyderabad and Trichy & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)”**.

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

SCHEDULE


1.	Tender Reference No.	No. AA: GAX:20: TA:104
2.	Tender ID (CPP Portal):	2021_BHEL....._1
3.	Tender ID (BHEL Webpage):	NIT.....
4.	Control No. (Integrity Pact System):	TPHR20210006
5.	Date of Issue of Tender:	Wednesday, January 6, 2021
6.	Type of Tender:	Open Tender
7.	Tender Title:	“Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility Bid Process Management and Contract Management for Development and Operation of BHEL Hospitals at Haridwar, Bhopal, Hyderabad and Trichy & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)”
8.	Availability of RFP document	https://www.bhel.com https://eprocure.gov.in/ henceforth referred as ‘Tender Portal’
9.	Last date/ time for receipt of tender:	27-01-2021 by 02:30 PM
10.	Date/ time of opening of (Part-I):	27-01-2021 at 03:30 PM
11.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
12.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
13.	Pre-Bid Queries, if any	Prospective bidders may send queries to Sr. Manager (ISMG) through email ajmal.h@bhel.in / meenat@bhel.in on or before 13-01-2021 .
14.	Pre-bid Meeting:	The date, time and venue of Pre-bid meeting shall be: Date: 15-01-2021 Time: 11:00 Hrs. Venue: BHEL House, Siri Fort, New Delhi-110049
15.	Date/Time of submission of business Presentation:	Will be intimated separately.
16.	Date/Time of price bid opening:	Will be intimated separately.
17.	Commencement of providing Transaction advisory service	15 days from the date of issue of Letter of Intent (LOI)/Work order (WO).

18.	EMD (₹):	₹2,00,000/- Only. In favour of BHEL, Payable at New Delhi.
19.	Minimum Validity of tender offer:	120 days from the due date of submission of offer.
20.	Scope of Work:	Carrying out the Technical & Financial Feasibility, Bid Process Management and contract management for Development and Operation of BHEL Hospitals at Haridwar, Bhopal, Hyderabad and Trichy & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP).
21.	Duration of Contract:	24 Months

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding RFP, if required, should be sought from the undersigned.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.



(Md. Ajmal Hussain)
Sr. Manager (ISMG)
e-mail: ajmal.h@bhel.in

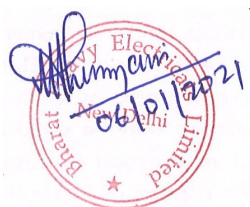
Contact No.: +91-011-663374-01/02/9910110849/9625062397

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to bidder, whether verbally or in documentary or any other form by or on behalf of the BHEL or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the BHEL to the prospective bidders or any other person. The purpose of this RFP is to provide interested agencies with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BHEL in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the BHEL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BHEL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BHEL, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

BHEL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

BHEL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that BHEL is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the Consultancy and BHEL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.



OVERVIEW



BHEL is a celebration of India's industrial achievements. Established in 1964, it is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer globally. BHEL serves the core sectors of the economy and provides a comprehensive portfolio of products, systems and services to customers in power, transmission, transportation, renewables, water, defence & aerospace, oil & gas and industry from its widespread network of 16 manufacturing plants, 2 repair units, 4 regional offices, 8 service centres, 15 regional marketing centres, 3 overseas offices and more than 150 project sites across India and abroad. In all, BHEL has footprints in 83 countries in all the six inhabited continents.

The worldwide installed base of power generating equipment supplied by BHEL exceeds 185 GW-making it the undisputed leader amongst Indian power plant equipment manufacturers. BHEL has installed more than 1000 utility sets in thermal, hydro, nuclear & gas based power plants, contributing 53% to the total installed conventional power generation capacity in the country.

For more information, visit www.bhel.com



Powering Progress...Brightening Lives. Touching Every Indian Home



DEFINITIONS

The following expressions hereunder and elsewhere, used in this RFP, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them.

1. **"BHEL"** shall mean Bharat Heavy Electricals Limited.
2. **"RFP"/ "Tender"** means the Request for Proposal being sent by BHEL including all Clarification/ Addendum/ Corrigendum.
3. **"Contract"** means the agreement signed between BHEL and the successful bidder.
4. **"Bidder/s"** means any entity or person who expresses interest and submits the bid to provide the services to BHEL for works defined in this RFP.
5. **"Successful/selected bidder"**, 'consulting firm', 'Contractor', 'TA', 'Consultant' means any entity finalized to provide the services to BHEL under the contract.
6. **"LoI"**, "Letter of Intent", **"WO"**, "Work Order" refers to order placed on the selected bidder for performing various activities outlined in this RFP.
7. **"Zero date"** means the date of **LoI**.
8. **"Day"** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked on that day.
9. **"Public Private Partnership"** 'PPP' means partnership with Central Govt./ State Govt./ central or state govt. institutions, PSUs, multilateral agencies (for Government projects) and The private partner can be a privately-owned business, public corporation or consortium of businesses or trust for the development and implementation of project in accordance with the scope defined.
10. **"Bid"** means the Technical & Commercial bid and, Price bid.
11. **"Sub-Consultant"** means any person or entity with whom the consulting firm subcontracts any part of the services with due permission of BHEL.
12. **Health Sector Project:** Consultancy assignments including preparation of prefeasibility report/ feasibility report/ Detailed Project Report (DPR)/ business plan/ revenue model/policy & strategy/evaluation of Health Schemes and other similar assignments related to health sector i.e. Hospital, Medical College, Diagnostic Services, Health System Strengthening, Dialysis, Mobile Medical Units, Health Helpline projects. (the "Health Sector")
13. **"Multi-specialty"**, **"Super Specialty"** as defined in CLINICAL ESTABLISHMENT ACT.
14. **"Stakeholder"** means individual or group that has an interest in any decision or activity of an organization/Project.



SECTION-I
GENERAL CONDITIONS OF TENDER

1. INSTRUCTION TO BIDDERS**1.1. GENERAL**

- a. **All pages of the tender documents/RFP 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 &.
- b. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- c. 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.
- d. 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.
- e. 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.
- f. **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. Two Mobile phones numbers should also be provided for communication / reminder(s). Any change in e-mail ID should be properly communicated in person, e-mail & hard copy.
- g. Bidders are advised to study complete tender documents/RFP 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.
- h. All entries in the tender documents should be in one ink.
- i. 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.
- j. No clause of the tender document/RFP should be altered /amended /edited etc. by the bidder under any circumstances.



- 1.2. **SITE VISIT AND VERIFICATION OF INFORMATION:** Before submission of Offer, the bidders are advised/encourages to inspect the site(s) of work and the environments and be well acquainted with the actual working, site(s) conditions, location, surroundings and other prevalent conditions, availability of drawings/documents and other data with the BHEL facilities available, position of material and labour, means of transport and access to site, accommodation, Applicable Laws and regulations or any other matter considered relevant by them etc. Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation to tender inviting authority. 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. **AMENDMENT OF RFP / TENDER DOCUMENT:** At any time prior to the bid submission date, BHEL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document and host such Clarification/ Addendum/ Corrigendum on the tender portal as deemed necessary. Bidders have to take into account all such Clarification/ Addendum/ Corrigendum before submitting their bid.
- 1.4. **SUBMISSION OF BIDS**
- The bidders shall submit their bids either in the 'Tender Box' placed at reception of the Corporate Office, BHEL House, Siri Fort, New Delhi-110049. In exceptional cases, where due to bulky size of the bid documents and it is not possible to drop the bids in the tender box, the bid documents may be handed over to the tender inviting authority.
 - Bids submitted by post shall be sent by 'pre-paid REGISTERED POST / by recognised COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
 - Bidders must submit their bids as per instructions in the RFP i.e. bids shall be strictly in accordance with the tender specifications.

The bids shall be submitted in two parts as below.

Part-I: Technical & Commercial bid containing

- EMD
- All technical and commercial details other than price
- Unpriced 'Price schedule' as per **Annexure-M**
- Signed RFP document including terms & conditions, amendments/ clarifications/ corrigendum etc. without any deviation
- No conditions/deviations whatsoever shall be given in **Annexure -A**

Part-II:

- Price bid (only original) containing only price schedule as per **Annexure-N**
- Bidder shall not omit or leave blank against any item in the price schedule. In such a case, bids are liable for rejection.



EMD, Part-I and Part-II shall be submitted in separate sealed envelopes. The envelopes should be marked as EMD, Part-I & Part-II indicating RFP ref no., subject, submission date, name & address of the bidder. All the three envelopes shall be kept in one sealed envelope and this envelope should also be superscripted with "**Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility, Bid Process Management and Contract Management for Development and Operation of BHEL Hospitals at Haridwar, Bhopal, Hyderabad and Trichy & one of the office Building of BHEL which is to be converted into multi-specialty/super-specialty hospital at Noida through Public Private Partnership (PPP)**" along with RFP ref. No., submission date, name & address of the bidder.

- 1.5. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including subsequent negotiation, visits to BHEL, Project sites etc. but not limited to Bank charges, all courier charges etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 1.6. **NUMBER OF BID:** No bidder or its Associate shall submit more than one bid for the Consultancy. A bidder applying individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be.
- 1.7. **PRE-BID MEETING:** The pre-bid meetings for clarifying any doubts with respect to the RFP/tender document will be held in BHEL office, Siri fort Road, New Delhi-110049. The bidders may send their authorized representatives to attend the same. Bidders are requested to submit their queries (**Annexure-I**) on the RFP if any, latest by 11:00 AM (IST) **two working days prior to the day of pre-bid meeting**. BHEL's responses to the queries/clarifications etc. and/or minutes of the pre-bid meeting shall also form part of this RFP document and will be hosted on the tender portal without disclosing source of the query. No further queries shall be entertained until and unless decided by BHEL. All decisions taken by BHEL after pre-bid meeting shall be binding on all the bidders.
- 1.8. **TENDER OPENING:**
- Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date 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.
 - The Techno-Commercial bid of the bidders meeting the pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system as describer in **clause No. 1.16**
 - Price Bids of techno-commercially qualified bidders shall only be opened who have secured equal or more than 60 marks out of 100 in QCBS through the conventional price bid opening.
 - Price Bids of techno-commercially disqualified bidders shall not be opened.
 - All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

1.9. LANGUAGE

- a. The bidder shall quote the "CONSULTANCY CHARGE" in English language and international numerals ONLY. The "CONSULTANCY CHARGES" shall be entered in figures as well as in words. "CONSULTANCY Charges" 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.
- b. 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.
- c. Currencies of Bid & Payment: Indian Rupees (₹) only.
- d. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- e. 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.

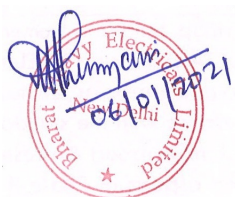
1.10. FOREIGN CURRENCY CONVERSION RATES: In case turnover and/or any other credentials are in foreign currencies, the same will be converted to INR based on TT Selling Rate of SBI prevailing on the date of opening of Part-I of bid. In case of the day being a bank holiday, then rate on previous bank (SBI) working day shall be considered.

1.11. ORDER OF PRECEDENCE: In the event of any ambiguity or conflict between the clauses of the RFP Documents, the order of precedence shall be in the order below:

- a. Corrigenda/ addenda/ amendments/ clarifications
- b. Invitation for the bid
- c. Special conditions of contract
- d. General conditions of contract

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

- a. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.



- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.

1.13. PARTICIPATION OF THE BIDDER & AUTHORISED SIGNATORY OF BIDS:

Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BHEL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFP document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized representative (the "Authorized Representative") as detailed below:

- a. by the proprietor, in case of a proprietary firm; or
- b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

Notes:

✚ In case of limited company or corporation a copy of the Power of Attorney certified under the hands of CEO or director of the Applicant and notarized by a notary public in the form specified in **Annexure-H** shall accompany the Proposal.

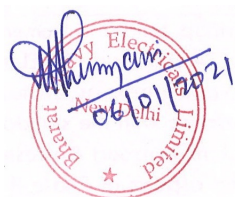
✚ In case of proprietorship: Proof of ownership

✚ In case of Partnership: Deed of partnership including name of the signing partner

- 1.14. 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.

1.15. TENDER PRICES:

- a. Unless explicitly stated otherwise in the tender document, the Selected firm shall be responsible for the whole works, based on the Schedule of Works, Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at **Section-III**.
- b. While quoting the "CONSULTANCY CHARGES", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations 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 (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.
- c. All duties, taxes and other levies payable by the Bidder 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.

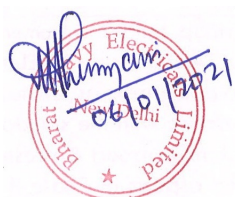


- d. The consultancy charges quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.
- e. Lowest "Consultancy Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider 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.

1.16. 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 qualified bidders before price bid opening.

- a. BHEL has adopted a three-part bid evaluation process (collectively the "**BID Evaluation Process**") in evaluating the bids comprising technical and financial bids to be submitted as described in RFP. In the first stage, a technical evaluation will be carried out as per PQR (**Section-V**). The Techno-Commercial bid of only those bidders who will meet pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system which will include 70% weighted score for quality (techno-commercial bid) and 30% weighted score for the price (price bid). Such bidders shall be intimated through email/telephonically; about date, time & venue of their Business Presentation as mentioned in below explained Quality & Cost Based Selection (QCBS) process.
- b. **Evaluation Parameter/criteria and Marks:**

Parameter	Criteria	Total Marks
A. FIRM EXPERIENCE	Select any one response from each category	
Experience of providing Consulting/ Transaction Advisory/ Bid Process management/ Consultancy services in last seven years.	Projects on PPP in health sector of project cost equal or more than 100 Cr. 1 project: 4 marks 2 Projects: 8 marks >2 Projects: 10 marks	Max. Mark 10
	Additional marks if the Project on PPP with Multi specialty / Super specialty Hospital of 200 Beds or more or Medical college 1 project: 4 marks 2 Projects: 8 marks >2 Projects: 10 marks	Max. 10 marks
	Total (A)	20
B. Key Personnel Experience	Select any one response in each category	Total Marks
The supporting documents for the experience and declaration to the qualification & experience of key personnel proposed to be deployed for this project to be enclosed as per Annexure-J , duly certified by CEO/Country Head.	a. Team Leader: Must have Management or higher degree with experience in Health sector under PPP as a team Leader 5 years: 3 marks >5-7 years: 4 >7 years: 5 marks	15
	In addition to the above Team Leader will get two marks for each completed PPP transection in health sector where he worked as a team leader (Maximum 10 marks)	



Parameter	Criteria	Total Marks
	<p>b. Healthcare Delivery Expert/ Medical Expert: Must have MBBS and 2 yrs. full time program in Hospital Management/ Administration with experience in health sector as a medical expert/Healthcare delivery expert under PPP,</p> <p>5 years - 4 marks >5-7 yrs.- 5 marks >7 yrs.- 6 marks</p> <p>One mark for each completed project in Health Sector under PPP mode where he worked as Medical Expert/Healthcare Delivery Expert. (Maximum 4 marks)</p>	10
	<p>c. PPP Expert Post Graduate or MBA/PGDM with experience in health sector under PPP,</p> <p>5 years - 4 marks >5-7 yrs.- 5 marks >7 yrs.- 6 marks</p> <p>In addition to above the Expert shall get: One mark for each completed project in Health Sector under PPP where he worked as PPP expert (maximum 4 marks)</p>	10
	<p>d. Finance Expert CA/CMA/MBA or PGDM - Finance with experience in health sector under PPP,</p> <p>5 yrs. - 3 marks >5-7 years – 4 marks >7 years -5 marks</p> <p>One mark for each completed project in Health Sector under PPP mode where he worked as Finance Expert (maximum 3 marks)</p>	8
	<p>e. Legal Expert: Must be graduate in Law or LLB with experience in health sector under PPP,</p> <p>5 yrs. - 3 marks >5-7 yrs.- 4 marks >7 years-5 marks</p> <p>One mark for each completed project in Health Sector under PPP mode where he worked as Legal Expert/Contract Expert (maximum 2 marks)</p>	7
	Total (B) (a+b+c+d+e)	50
C. Business presentation		
i) Approach of implementation	Minimum Three experts must be present in the technical presentation (Team Leader, Medical Expert, PPP/ Finance Expert)	Maximum 10 marks
ii) Success stories along with impact created on the ground through similar engagement in past		Maximum 10 marks
iii) Team & support team competencies		Maximum 10 marks
	Total (C)	30
	Grand Total (A+B+C)	100



- i. The scope of the work is indivisible and shall be awarded to a single successful bidder. However, in case, the consulting firm requires the support of another consultant/ agency, for undertaking part of work, viz. market research, etc., the same would be acceptable with prior approval of BHEL based on merit of that consultant/ agency. However, performance and cost of the subject assignment will be the sole responsibility of the consulting firm submitting the bid.
- ii. The bidder scoring the highest technical score (T_H) will be given a technical score (S_T) of 100 points. The technical scores of other proposals will be computed as follows:
$$S_T = 100 \times T / T_H$$
(T = Marks scored in the respective Technical bid)
- iii. The bidders with scores (S_T) of equal to or more than seventy (60) out of one hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their technical score.
- iv. For various evaluation parameters as mentioned in Section 1.16.(b) and its sub-sections, only completed works (completion of project shall mean signing of Concession Agreement with Concessionaire) shall be considered as consulting engagements.
- v. For evaluation under Clause 1.16.(b)/B (Key personnel experience), if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants.
- vi. Evaluation of Clause 1.16.(b)/C (i) to (iii) will be through a presentation by the bidder to a committee of senior BHEL officials. The marks awarded by BHEL shall be final and no representation made by any bidder shall be entertained.
- vii. The bidder would be called for a technical presentation at a notice of minimum of 3 working days. The presentation should be made by the proposed Team Leader, working with BHEL on this project, who can be preferably accompanied by the proposed key personnel. A signed copy of the presentation needs to be submitted for evaluation purposes on or before the date specified by BHEL.
- viii. Bidder may further be called for a Q&A session after a few days if required
- ix. Bidder shall submit the CVs of all the team members proposed to be deployed for this project (**Annexure-J**)
- x. The team members considered for claiming experience under evaluation criteria, and to be deployed for this project should be full-time employees of the consulting firm.
- xi. The team proposed to be deployed shall remain unchanged, unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written consent of BHEL, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined above.
- xii. BHEL reserves the right to seek changes in the team during the course of the assignment.



xiii. Notwithstanding any other condition/provision in the RFP document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, BHEL may give the bidders opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.

xiv. **Tie Breaker:** In case, combined Technical & Price bid score of two (2) or more bidders are the same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in 1.16.2/A (Firm Experience) of Technical evaluation criteria would be considered as the successful bidder.

c. PRICE BID EVALUATION

The formula for determining Financial Score (S_f) is:

The bid with the lowest cost (F_m) shall be given a Financial score (S_f) of 100. The Financial scores of all other bidders will then be computed as follows:

$$S_f = 100 \times F_m / F$$

where F = the amount indicated in the respective financial bid

Combined technical and price bid evaluation

A combined technical and price bid evaluation will be done as per the QCBS method.

A combined, Score (S) will be calculated according to the following formula:

$$S = 70\% \text{ of } S_T + 30\% \text{ of } S_f$$

Subsequent to the ranking of all the bidders based on their combined score, the bidder with the highest combined score (S) will be declared successful and shall be recommended for the award of the contract. He shall be declared as the selected bidder (the "Selected bidder"). After the identification of the successful bidder, BHEL will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract by sending the Letter of Intent (LOI)/Work Order (WO) by email/post. Bidder within 10 working days of receipt of the same, shall sign, stamp and return it to BHEL as a token of his acceptance.

Techno-commercial and price bid evaluation process has been illustrated below:

N	Bidder	Tech. Score	Price bid, Lacs	Combine score, S	Result
1	ABC	95	600	$70\% \times (95 \times 100 / 95) + 30\% \times (300 \times 100 / 600) = 85.00$	-
2 ¹	DEF	84	300 ¹	$70\% \times (84 \times 100 / 95) + 30\% \times (300 \times 100 / 300) = 91.89$	H-1
3	GHI	75	450	$70\% \times (75 \times 100 / 95) + 30\% \times (300 \times 100 / 450) = 75.26$	-
4 ²	XYZ	55 ²	NA	NA	-

d. Based on the above outcome, the bidders would be ranked from H-1 position in in descending order.

e. If the consultancy charges are not filled up in the Price-bid and is not as per the requirements of the Bidding Documents/RFP, the same shall be omitted from evaluation.

¹ Lowest price bid

² Not considered since Tech. score is less than 60



- 1.17. VALIDITY OF OFFER:** Offers shall remain valid for **120 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 agreeing to the request will not be required or permitted to modify his Bid.

1.18. EARNEST MONEY DEPOSIT (EMD):

- a. EMD is to be paid by bidder 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.

1. Each Bidder, participating in the tender, has to deposit/furnish EMD of **₹200000/-** in the following forms (along with the offer) in full:
 - (i) Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi;**
 - (ii) 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 Bidder, a/c BHEL).

- (iii) 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.

2. 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.

- b. EMD by the tenderer will be forfeited, if:

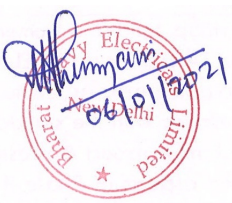
1. After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.

- (i) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
 - (ii) 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.

- c. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.

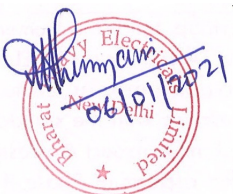
- d. EMD shall not carry any interest.

- e. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.



1.19. SECURITY DEPOSIT:

- a. Security Deposit means the security provided by the Contractor/selected TA 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:
- Cash (as permissible under the extant Income Tax Act)
 - Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
 - 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).
 - 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).
- b. **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, 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.
- c. The security deposit shall not carry any interest.
- d. 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.
- e. 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.
- f. **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.
- g. **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - 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.

1.20. **REJECTION OF BIDS**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- g. 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.

1.21. "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.

1.22. 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".

- 1.23. 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.

1.24. INTEGRITY PACT (IP):

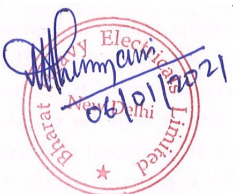
- a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- b. The IP as enclosed with the tender (**Annexure-E**) is to be submitted (duly signed by authorized signatory who signs in the offer) along with bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- c. Details of IEM for this tender is furnished below:

Name: **Shri Arun Chandra Verma, IPS (Retd.)** (E-mail: acverma1@gmail.com)

Name: **Shri Virendra Bahadur Singh, IPS (Retd.)** (E-mail: vbsinghips@gmail.com)

- d. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- e. No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc. on the tender issues. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.



For all clarifications/issues related to the tender, please contact:
Contact Person: Md. Ajmal Hussain, Sr. Manager (ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: ajmal.h@bhel.in
Mobile: 9910110849

OR

Contact Person: Meena Thakran, Dy. Manager (HR-GAX & ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: meenat@bhel.in
Mobile: 9625062397

1.25. 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.

- 1.24.1 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.
- 1.24.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.24.3 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.
- 1.24.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.24.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.24.6 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.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

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).

*(Balance scope of work/ supply)

- 1.26. 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.
- 1.27. 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.
- 1.28. 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.
- 1.29. 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.
- 1.30. 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.
- 1.31. 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.
- 1.32. **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.
- 1.33. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason 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
1	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
2	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.
3	In the event of Failure/inability of one party or the other to perform the contract.
4	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.
5	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.

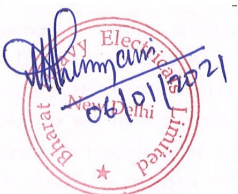


S. No.	Incident
6	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
7	In case of any misrepresentation while claiming the payment.
8	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor 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.
9	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
10	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;
11	If Contractor fails to perform any other obligation under the Contract;

- a. 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.
- b. 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.

1.34. 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.

1.35. 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:

- 1.36. 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.

1.37. ARBITRATION:

- a. 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.

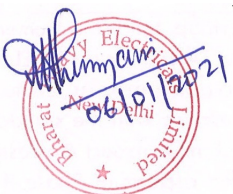
Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **DELHI**.

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.

- b. **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 to the Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 and as amended from time to time.

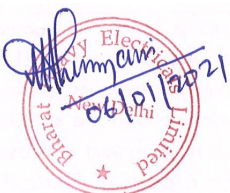


1.38. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) 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.

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

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.

1.40. 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, epidemic/pandemic (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.



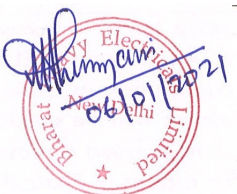
Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered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

1.41. CONFLICT OF INTEREST:

- a. In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BHEL, the authority inviting the bid shall be informed of the fact as and when the bidder/ consultant become aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.
- b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- c. The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- d. The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement
- e. The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

1.42. DEVIATIONS: Deviations, if any, may be indicated in format enclosed at **Annexure-A**. 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.

1.43. 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 24 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. The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BHEL, BHEL may extend this contract for a further period beyond the scheduled contract completion date. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BHEL and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.



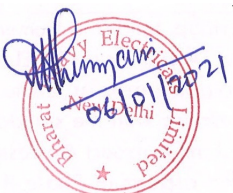
- 1.44. VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. At any stage, BHEL 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.
- 1.45. 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.
- 1.46.** The evaluation currency for this tender shall be INR.
- 1.47.** GeM Seller Id shall be mandatory for successful bidder; before placement of order/Lol by BHEL in line with circular of Department of Expenditure (DoE) OM No.6/9/2020-PPD dated 24-08-2020
- 1.48.** The rates will be valid until the entire scope of the RFP executed. No escalation in the rates shall be accepted during the entire period of the contract.
- 1.49. LISASONING WITH CENTRAL/ STATE AND LOCAL AUTHORITIES:** Transaction Advisor will co-ordinate with Central/ state and local authorities for the work being done by it, as needed.
- 1.50. 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.



SECTION-II
SPECIAL TERMS & CONDITIONS OF TENDER

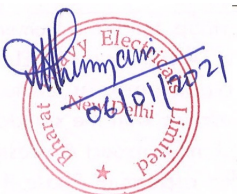
2. SPECIAL INSTRUCTION TO BIDDERS:

- 2.1. FACILITIES TO BE PROVIDED BY BHEL:** Subject to availability, BHEL may provide free Accommodation at its Guest House, conference hall/Meeting Room at its offices during site visits for meetings, stakeholder consultations, as is assessment, project monitoring/review etc. as needed.
- 2.2. COMPLIANCE TO REGULATIONS AND BY-LAWS:** The successful bidder shall conform to the provisions of any statute relating to the work and regulations and bye-laws of the statutory authority. The successful bidder shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. The successful bidder shall be responsible for all statutory obligations and any other laws in above regard in force from time to time regarding employment or condition of service of bidder's workmen or employees.
- 2.3. ACCIDENTS/DAMAGES/CLAIMS LIABILITIES:**
- a. In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third party claims.
 - b. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims)
 - c. Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.
- 2.4. SAFETY AND STATUTORY REQUIREMENTS:** The team deployed by the selected consulting firm shall abide by all Safety Rules and Guidelines of BHEL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the manufacturing units/ sites. The consulting firm shall also be responsible for compliance to statutory and government regulations as applicable as well as the safety & welfare of all employees deployed at BHEL and payment of salaries to their employees and statutory deductions if any.
- 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. GLOBAL RESOURCE SHARING:** All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide Letter of Comfort for sharing the global resources (**Annexure-L**).



- 2.7. GUARANTEES:** The bidder will indemnify, protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.
- 2.8. PROFESSIONAL LIABILITY:**
- The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.
 - In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.
- 2.9.** Successful bidder shall abide by all the rules / regulations / statute imposed by the Govt. or other concerned authorities. The contractor will be responsible for other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.10.** 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.
- 2.11. CHANGE IN CHARACTER OF THE BIDDER:** In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to inform BHEL at least three months in advance in writing with proper documentation that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm.
- 2.12. NON-DISCLOSURE AGREEMENT:** The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL (**Annexure-K**) or any other as mutually agreed.
- 2.13. USE OF CONTRACT DOCUMENTS, SPECIFICATIONS, DESIGN:** The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.
- 2.14. DOCUMENTS/ REPORTS/ DELIVERABLES:** Reports & documents submitted by the successful bidder shall become and remain the property of BHEL. BHEL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BHEL can download, make copies, distribute, modify and create derivate works of the reports.

- 2.15. RIGHT TO IMPLEMENTATION:** BHEL shall be at its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.
- 2.16.** 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.
- 2.17.** 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.
- 2.18. REGISTRATION:** Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.
- 2.19. MANAGEMENT OF TA by BHEL:**
- a. Along with issuance of work order to TA, BHEL shall furnish necessary guidelines to TA for coordination and monitoring of the work of the TA for ensuring delivery of the project as per schedule.
 - b. BHEL shall establish a Project Team of BHEL for this project, who will coordinate with the TA in this project for overseeing the project development activities and for efficiently completing the various delivery items. The TA shall report on the progress on various deliverables to the project team.
 - c. The BHEL may also appoint a Project Advisory team of internal and external experts of the respective field to monitor the progress.
 - d. Project in charge nominated by BHEL shall certify all the invoices (for payment) raised by TA; after due verification of said invoices for satisfactory completion of deliverable in line with contractual terms & conditions.
 - e. The TA within two weeks of signing the contract shall submit Implementation schedule and Inception Report (Project wise & activity wise) giving detailed work plan and assignment for each individual in the Team.
 - f. The TA shall submit progress report on monthly basis along with updated work schedule and key issues that need to be addressed for progress of the work.
- 2.20** **"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."



SECTION-III**SCOPE OF WORK & DELIVERABLES**

3. The PPP initiatives of the BHEL intends to consolidate the strengths and utilize resources of both the partners for improving the availability, accessibility and quality of health care services for the employees and general public at already existing four hospitals at BHEL Haridwar, BHEL Bhopal, BHEL Hyderabad & BHEL Trichy. In addition to this, BHEL also intends to develop one of its office building at Noida into Hospital.

The BHEL (BHEL) has to select a competent organization as Transaction Advisor (TA) through a transparent and competitive process to manage the project implementation. The appointed Transaction Advisor (TA) shall prepare DPR with broad specifications/ requirements for super specialty hospitals with recommended bed capacity and its estimated cost, to carry out the technical and financial feasibility and subsequently assist BHEL in the bid process for development and operation of super specialty hospitals at BHEL Haridwar, BHEL Bhopal, BHEL Hyderabad & BHEL Trichy through public private partnership (PPP) Mode with option available to successful bidder (PPP Partner) to open medical college, dental college, Nursing and paramedical college. It also includes development of a multi-specialty/super specialty hospital (as feasible) at one of the office building of BHEL in NOIDA.

PROPOSED PROJECT OBJECTIVE: The whole project is development and operation of super-specialty hospitals through PPP modes at its Haridwar, Bhopal, Hyderabad, Trichy & Noida location with NABH /JCI accreditation and MCI standard as under:

- a. Filling the gaps in the existing four Hospital's Infrastructure, Manpower and Medical Equipment to run these as fully functional Super Speciality Hospital ensuring the availability of required services to BHEL beneficiaries.
- b. Subsequently, partner shall enhance the capacity of these hospitals as recommended by TA in DPR along with an option of development of Medical College, Dental College, Paramedical College, Nursing College (as per feasibility report of TA) Wellness Centre, Medical Tourism, alternative medicine, Ayush centre etc. and / or further expansion.
- c. Fifth location at Noida where one of the existing office building to be modified and renovated for development of fully functional multi-specialty/super specialty hospital (as feasible) and carry out comparative analysis if not developed as hospital (compare lease rent for office purpose with revenue inflow for BHEL from proposed hospital).
- d. Private Partner shall take care of the patients of BHEL for quality treatment and managing the overall operation of the Hospital and BHEL shall not have any liability of managing and operation of the Hospital from the date of handing over the existing project infrastructure.
- e. BHEL will reimburse to the private partner for all kinds of treatment (as per BHEL rule) to the BHEL beneficiaries at the prevailing CGHS Rate or alternatively as per recommendations of TA for financial viability of the respective project.
- f. Build, Operate & Manage BHEL hospital on a bed sharing basis which includes provision of ancillary support and technical staff for smooth functioning of Hospital.
- g. Expenditure on account of salary & other benefits existing hospital staff shall be borne by Concessionaire or any other arrangement as suggested by TA.

OBJECTIVES OF ASSIGNMENT: The objective of this consultancy service is to provide Transaction Advisory services for the Project Implementation.

There will not be any financial grant by BHEL for the Private Partner.

- 3.1 **SCOPE OF WORK:** Considering the above initiative proposed by the BHEL, the scope of work for the TA shall be divided into three Phases. The TA shall be required to provide the services as described under Section for Services Required and Deliverables based on demand side analysis and financial analysis; within the allocated time frame in the following three Phases:

Phase I- To prepare a feasibility report with broad specifications for increased bed capacity, undertake a Financial Modelling, Project Feasibility Analysis, Analysis of Viability Gap Funding and PPP Structuring for approval of competent authority of BHEL.

Phase II- To Prepare Technical and Project Structure Report, develop tender documents and Procurement process on approval of Phase I by BHEL, TA shall assist BHEL team in preparation of PPP tender document and in complete bidding process, evaluation of bids till the finalization of contract under PPP in accordance with the standards set out for PPPs in relevant laws & regulations;

Phase III - Contract Management start after the Signing of Concessionaire Agreement. Scope includes Monitoring of milestones and SLAs on monthly basis for one year. The TA will also assist BHEL in appointment of Independent Engineer.

REPORTS SUBMISSION AND PRESENTATIONS BY TA:

- The reports covering all the deliverables must be submitted by the TA in word format with relevant annexure and delivered in both digital and hard copy document. All financial models must be in excel format and must clearly set out all assumptions made and model outputs. Reports will have executive summary signed by the Team Leader along with the Covering.
- Letter under Team Leader Signature and must be accompanied by Power Point Presentation compiled in such a manner that these can be used by BHEL for decision-making purposes.

3.2 SERVICES REQUIRED AND DELIVERABLES: The TA will advise and assist the BHEL according to the Terms of Reference set out below for the five projects namely:

- Kasturba Hospital, Bhopal
- BHEL Main Hospital Haridwar
- BHEL Hospital, Trichy
- BHEL General Hospital, Hyderabad
- Conversion of one of office building at BHEL Noida into Multispecialty/ Super specialty hospital

<u>PHASE-I</u>	Prepare a DPR / Project Feasibility report with broad specifications for increased bed capacity based on Demand Analysis, undertake a Financial Modelling, Project Feasibility Analysis, Analysis of Viability Gap Funding etc. as mentioned below along with submission of the report & presentation to BHEL for approval of competent authority of BHEL in proper format covering all below mentioned aspects of Phase-I or any other aspect as deem fit.
AS IS ASSESSMENT AND FEASIBILITY OF THE PROJECTS	
	STUDY OF EXISTING SYSTEM/DATA WITH DUE DILIGENCE <ul style="list-style-type: none"> • Beneficiary profile • Existing facility analysis • Requirement of beds for BHEL • Existing operating expenditure analysis • Assessment of capital expenditure required if any upgradation is required • Equipment, services and infrastructure Gap analysis • Assessment of existing infrastructure and scope of upgradation or expansion
	SITE ASSESSMENT: <ul style="list-style-type: none"> • Site SWOT analysis and assessment of site surroundings including connectivity, availability of off-site infrastructure • Study of applicable land use and permissible developments as per applicable regulations



	<p>MARKET ASSESSMENT (MARKET POTENTIAL FOR COMMERCIAL COMPONENT):</p> <ul style="list-style-type: none"> • Demand assessment – Catchment analysis, epidemiology profile, paying capacity • Supply assessment – Availability of existing similar Facilities providing secondary and tertiary care, availability of specialist etc. <p>ENVIRONMENTAL AND SOCIAL SCOPING STUDY</p> <ul style="list-style-type: none"> • Identify key environmental and social (E&S) risks and impacts, and specific mitigation measures and actions to reduce project risks and enhance benefits in compliance with applicable regulations <p>CONCEPTUALIZE THE PROJECT</p> <ul style="list-style-type: none"> • Financial projection feasibility, Revenue Estimates through the right mix of Private Patients • Financial viability analysis including cost benefit to BHEL, Ratio Analysis, Break-even analysis, IRR and Cash Flow etc. • Service mix • Option should include development of medical college / nursing college / paramedical college / R&D Centre / Skill development centre / dental college etc. • Indicative structure, implementation model • The requirement of minimum reserved beds for BHEL beneficiaries at all the time during the Project Period at the respective hospital. • Option of deputation of existing workforce • To identify additional revenue sources to recover the cost of Project • Inputs from BHEL and finalization of Indicative structure • Evaluate the option of Expenditure on account of salary & other benefits given by BHEL to its existing hospital staff to be borne by BHEL or Concessionaire • Suggest alternative plans of ratio of personnel cost sharing between BHEL and Private partner or any other options for financial viability, shall be recommended by TA. • Assess the feasibility of existing BHEL hospital staff to be deputed in proposed hospital by analyzing the retirement of each clinical staff and non-clinical staff <p>STAKEHOLDER CONSULTATION</p> <ul style="list-style-type: none"> • Discussions with all the stakeholders about their opinions and possibilities of making the project self-sustainable. • Suggest number of hospitals to be undertaken on PPP, and recommend preferred model along comparative and SWOT analysis of all model suggested.
	<p>DELIVERABLES:</p> <ul style="list-style-type: none"> • Project feasibility presentation within 4 months from the signing of contract • Presentation for stakeholder consultation – within one month from the approval by BHEL • Project feasibility Report within one month from the stakeholder presentation • Presentation to BHEL on Project feasibility Report
	<p>REPORTS:</p> <p>FIRST REPORT</p> <p>It is essential that the all the components described under (Phase-I) are included in the appropriate sections of the report. TA shall submit report in a proper format ensuring the incorporation of all components of Phase I or any other component as deem fit.</p>

	SECOND REPORT Report after consultation of stakeholder (Phase-I) in appropriate sections of the report. TA shall submit report in a proper format ensuring the incorporation of all components of Phase I or any other component as deem fit.
PHASE-II	Prepare Technical and Project Structure Report, develop tender documents and Procurement process on approval of Phase I by BHEL, TA shall assist BHEL team in preparation of PPP tender document and in complete bidding process, evaluation of bids till the finalization of contract under PPP in accordance with the standards set out for PPPs in relevant laws & regulations. TA shall submit a report & presentation to BHEL in proper format covering all below mentioned aspects of Phase-II or any other aspect as deem fit.
DETAIL TECHNICAL AND PROJECT STRUCTURE REPORT	
	DETAIL PLAN OF HOSPITAL <ul style="list-style-type: none"> • Master facility layout • Specialty Mix • Manpower and equipment requirement • Project phasing plan including utilization of existing land, constructing or upgrading and operationalization of project facilities • Number of existing staff at BHEL hospital to be deputed in proposed hospital • Estimated capital cost including capital cost of upgradation or expansion of existing facilities
	PROJECT OPTION ANALYSIS AND STRUCTURE <ul style="list-style-type: none"> • Project option analysis including PPP implementation options along with benefits and challenges of the project • Transaction & commercial structure of the project • Roles and responsibilities of each stakeholder • Risk matrix and allocation • Payment mechanism • Key performance indicators (KPIs) including KPIs related to beneficiaries and deputed staff • Project Milestone and phasing • service mix • Number of beds to be reserved • Benefits for beneficiary, prioritization of healthcare services for beneficiaries • Obligation for Concessionaire related to deputation of existing BHEL existing hospital staff • BHEL Service rules to be complied with
	FINANCIAL ANALYSIS <ul style="list-style-type: none"> • Revenue projection • Financial feasibility • Equity IRR, NPV analysis • Scenario analysis • Estimated Project cost (including IDC, financing cost, escalation etc.)
	REGULATORY FRAMEWORK: The Legal Review will provide information on the relevant laws and regulations that might have an impact on the development of the Project, private sector participation and financing of the Project. The Consultant will examine and suggest suitable legal and institutional frame-work for implementation, operation and maintenance of the project. This would also include the impact of

	<p>policy decisions by the Government, amendments to the existing acts, etc., as may be required.</p> <p>Assessing chosen approach to PPP and whether any aspect of that approach will conflict with available or required procurement contracting and financial structure</p>
DELIVERABLES:	
	<ul style="list-style-type: none"> • Detail Technical and Project Structuring Report within 30 days for each hospital from final decision of BHEL on hospitals to be undertaken through private sector participation • Presentation to BHEL for approval
PROJECT DOCUMENTS AND APPROVAL FROM CONCERNED MINISTRY	
Assistance to BHEL in the following activities:	
	<ul style="list-style-type: none"> • Tender documents (within 30 days from approval by BHEL in Phase II for each hospital) <ul style="list-style-type: none"> ❖ RFP (Instructions to bidder, eligibility criteria, evaluation criteria) ❖ Investment commitment to be required, their nature and management including nature of the Special Purpose vehicle (SPV) holding the concession etc. ❖ Concession Agreement (Concession Terms, Conditions precedents, obligations of concessionaire, obligation of Authority, escrow mechanism, termination payments etc., compliance of applicable guidelines) ❖ Technical (site layout, Scope of the Projects, minimum medical equipment requirement along with minimum technical specifications, minimum human resource requirement, Project Milestones, key performance indicators & performance monitoring mechanism, minimum operational specifications & performance standards) and Non- Technical Schedules (Formats for Performance Guarantee, Applicable permits, Escrow agreement, Lease Agreement, Substitution Agreement etc.) • PPPAC document for Standing Finance Committee approval at Ministry level • Presentation for SFC • To prepare project information memorandum • Respond to queries raised by concerned Ministries (within 7 days from the receipt of such queries from BHEL)
BID PROCESS MANAGEMENT	
	<ul style="list-style-type: none"> • To prepare Expression of Interest / RFQ or both as the case may be, for inviting proposals from eligible bidders. • Market outreach • To meet potential bidders to promote the project and encourage them to participate in the bidding. It is generally expected that at least 3-5 bidders should be attracted at RFQ / EOI stage and three qualified bidders for RFP stage. • Assistance in Finalization of request for proposal / Bid documents • Assistance in Conducting pre-bid meeting • To assist the BHEL in responding to the queries that may be raised during the Pre-bid meetings and prepare minutes along with addendum / corrigendum to the request for proposal /bid documents as required.

	<ul style="list-style-type: none"> • Upon receipt and opening of bids, facilitate BHEL to prepare technical and Financial bid evaluation reports with recommendations. • Prepare draft letter of award to be issued to the concessionaire • Assist BHEL in Reviewing of SPV documents submitted by concessionaire • To prepare legally vetted contract agreement for the project. • Assistance in signing of the agreement with the selected Partner.
REPORTS:	It is essential that the all the components described under (Phase-II) are included in the appropriate sections of the report. TA shall submit report in a proper format ensuring the incorporation of all components of Phase II or any other component as deem fit.
PHASE III	<p>CONTRACT MANAGEMENT: The TA is required to do the Management of Contract mainly on the milestones achievements as would be described under the Concession Agreement. It would start after the award of contract to concessionaire and assist BHEL in contract management and for deviation in parameter associated with the execution of Concession Agreement on monthly basis for one year. TA will assist BHEL in appointment of the Independent Engineer. Submission of monthly report(s) & presentation to BHEL in proper format covering all below mentioned aspects of Phase-III or any other aspect as deem fit.</p> <p>The broad scope of work would be:</p> <ul style="list-style-type: none"> • To assist BHEL in checking the deviations, if there is any, in events as provided under Conditions Precedents • To assist BHEL in following up with in completing the conditions precedents on their part • To assist BHEL in following up with the concessionaire in completing the conditions precedents on their part • Monitoring of Service Level Agreement ('SLA') • To assist BHEL in discharging its responsibility (if any) during formation of special purpose vehicle by Concessionaire for the project • To facilitate BHEL in handing over BHEL assets to private partners as per the terms of agreement and financial closure for this handing over; on BHEL's part; • To assist BHEL in drafting letters or notices to be issued to the private partner related to fulfilment of Conditions Precedents. • Assistance in providing opinion related to financial closure at BHEL Part • Assistance and tracking of conditions precedents • To assist BHEL in reviewing of financing documents submitted by concessionaire including legal vetting (if required) • To assist BHEL in identifying the reasons of delay, if any and suggest corrective measures • Assistance in selection of Independent Engineer for construction monitoring <ul style="list-style-type: none"> ❖ Prepare bidding documents ❖ Conduct Procurement Process ❖ Assistance in finalization of contract for signing
REPORTS:	Submission of monthly report(s) & presentation to BHEL in proper format covering all mentioned aspects of Phase-III or any other aspect as deem fit.
NOTES:	<p>In addition to the above consulting firm will submit monthly progress/ status report in appropriate format as deemed fit.</p> <p>Scope is not Exhaustive: Consultant shall undertake all other matters not specifically mentioned above but incidental to or may be necessary as part of the proposed consultancy and as may be requested by in respect of project, including but not limited to attending meetings, conferences, discussion with BHEL etc. and shall otherwise advise on and assist BHEL on the diverse issues that may arises from time to time.</p>

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

4.1.1 GST Compliant Invoice complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 30 days of its receipt. Project in charge nominated by BHEL shall certify all the invoices (for payment) raised by Contractor for satisfactory completion of activities/deliverables in line with contractual terms & conditions.

Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.

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.

4.1.4 While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

4.2. TIME AND PAYMENT SCHEDULE:

S. No	Milestone/Activity	Time Line	Payment
Phase I*			
i	Feasibility report submission post stakeholder consultation	6 months	20%
ii	Approval on feasibility Report by BHEL for next phase		5%
Phase II* (Only for the projects approved by BHEL in Phase-I)			
i	Submission of Technical and Project Structure Report	30 days from approval of Phase 1 per project	10%
ii	Submission of Tender documents with PPPAC documents and Information memorandum	30 days from approval on Technical and Project Structure Report per project	10%
iii	Finalization of tender documents for issuance	Within 7 days from approval of Ministry per project	10%
iv	Issuance of response to queries and Corrigendum post pre-bid	Within 7 days from last date of receiving of queries from bidders per project	5%
v	Submission of Final Technical evaluation report	Within 15 days from bid due date per project	10%
vi	Finalization of Letter of Award	Within 7 days from approval of BHEL on financial bid per project	5%
vii	Signing of Contract with Successful Bidder	60 days from letter of acceptance per project	10%
Phase III* (Only for the projects awarded for concessionaire Agreement)			
i	Appointment of Independent Engineer	As per project progress	5%
ii	Per quarter payment for 12 month	As project progress	@ 2.5% per quarter up to 10%

* In any of the Phase, if any project is dropped/discontinued by BHEL due to any reasons then payment for subsequent milestones/activity for said project shall not be payable by BHEL.

4.3. DURATION OF THE SERVICES UNDER PHASE III: The TA will work for the BHEL till the appointment of Independent Engineer and Financial closure at BHEL Part. The Entire activities of Phase-III to be completed in 12 months.

Note: Period excludes the time taken by the Employer/Government for various Government approvals.

- a. Phase 1 to be completed for all 5 project within 6 months from zero date.
- b. Phase II to be done only for the project approved by BHEL, if more than one project is selected by BHEL, the entire activities in phase II has to be completed in 6 months.
- c. Phase III has to be done only for awarded contract, the entire activities under Phase III has to be completed within 12 months.

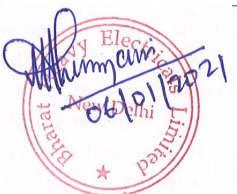
4.4. CONSULTANT SHALL CONSULT/COORDINATE WITH:

- a. BHEL Officials
- b. Govt. of India officials (Ministry of Heavy Industries and Public Enterprises, Ministry of Environment and Forest, finance etc.) as well as Environment Department Government of concerned project location, State Pollution Control Board, etc.
- c. State Government organizations, District Collector.
- d. Any other relevant agencies.

4.5. PAYING AUTHORITY AND INVOICING DETAIL: Paying Authority / Invoicing details under the contract shall be intimated later by BHEL.

4.6. TAXES & DUTIES:

- 4.6.1. 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 complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 4.6.2. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.6.3. GSTIN of BHEL will be provided to the Contractor along with the work order.
- 4.6.4. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.6.5. 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.



- 4.6.6. Applicable GST shall also be recoverable from the Contractor in case of recovery on account of Price Reduction ('PR')/penalty on account of breach of terms of contract.
- 4.6.7. 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.
- 4.6.8. 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.
- 4.8 **PRICE REDUCTION ('PR')**: Time is the essence of the Contract. In case the successful bidder fails to complete the services in any of the Projects within stipulated Contract period then, unless such failure is due to Force Majeure as defined earlier in tender document/RFP or due to BHEL's default, there will be a reduction in consultancy charges of that specific project in respect of which delay has occurred @ 0.5% for each week of delay or part thereof subject to maximum of 10% of total consultancy charges of that specific delayed project. BHEL may without prejudice to any methods of recovery, deduct the amount of such PR from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit. Both consulting firm and BHEL agree that the above percentage of price reduction is genuine pre-estimate of the loss/damage which BHEL would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. Decision of BHEL in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment for a Project shall be considered in place of intermediate stages of that Project.



SECTION-V

QUALIFYING CRITERIA FOR THE BIDDER(S)

5. PRE-QUALIFICATION REQUIREMENT (PQR)

5.1. FINANCIAL CAPABILITY: Average annual financial turnover during the last 03 years (2017-18; 2018-19 & 2019-2020) ending **31st March' 2020** should be at least **Rs.1.25 Cr.** from consulting works in health sector. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2017, 2018 & 2019.

5.2. EXPERIENCE OF THE CONSULTING FIRM: The bidder must have executed/ be executing Project in **health sector*** during the last seven years ending on 31st Dec'2020 should be either of the following:

- i. Three project in health sector with contract business volume of each not less than an amount of **Rs.1.67 Cr. each (Excluding GST/Service tax);**

OR

- ii. Two project in health sector with contract business volume of each not less than an amount of **Rs.2.08 Cr. each (Excluding GST/Service tax);**

OR

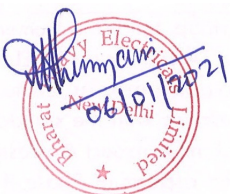
- iii. One project in health sector with contract business volume of each not less than an amount of **Rs.3.33 Cr. each (Excluding GST/Service tax).**

Note: For the above, the bidder needs to provide work order and certificate from the client w.r.t work completed /value of work executed by bidder.

***Health Sector Project meaning:** Consultancy assignments including preparation of prefeasibility report/ feasibility report/ Detailed Project Report (DPR)/ business plan/ revenue model/policy & strategy/evaluation of Health Schemes and other similar assignments related to health sector i.e. Hospital, Medical College, Diagnostic Services, Health System Strengthening, Dialysis, Mobile Medical Units, Health Helpline projects. (the **"Health Sector"**).

5.3 EXPERIENCE OF KEY PERSONNEL: Bidder shall provide a list of team members who will be driving this project till completion of the contract. The Consultant's team (the **"Consultancy Team"**) shall consist of the following key personnel (the **"Key Personnel"**) who shall have qualifications as specified below:

KEY PERSONNEL	EDUCATIONAL QUALIFICATION	PROFESSIONAL EXPERIENCE IN CONSULTANCY SERVICES
Team Leader	MBA or higher degree in Management	Minimum 15 Years out of which minimum 5 year must be in Health Sector under PPP
Healthcare Delivery Expert	MBBS with 2-year full time program in Hospital Management / Administration.	Minimum 10 Years out of which minimum 5 year must be in Health Sector under PPP
PPP Expert	Post-Graduation or MBA/PGDM	Minimum 10 Years out of which minimum 5 year must be in Health Sector under PPP
Finance Expert	CA/CMA/MBA-Finance	Minimum 10 Years out of which minimum 5 year must be in Health Sector under PPP



Legal Expert	Graduate in Law/ LLB	Minimum 10 Years out of which minimum 5 year must be in Health Sector under PPP
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5.4: INDICATIVE ROLE OF EXPERT

SN	EXPERT	INDICATIVE ROLE OF EXPERT
Transaction advisory Team		
i.	Team leader	Team Leader will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP.
ii.	Financial Expert	Financial Expert shall be involved in assessing the financial feasibility of the projects, benchmarking against market standards, structuring of the projects and the aligning the responsibilities of the private party and the BHEL.
iii.	Legal expert	Contract Expert shall be responsible for drafting biddings documents, responding to bidders' queries, issuance of LoA and managing all contract related queries from BHEL.
iv.	Healthcare Delivery Expert	<ul style="list-style-type: none"> • Provide technical inputs • Define scope of work for the concessionaire • Prepare list of tests, equipment role for concessionaire for each of the projects • Assist in clinical queries
v.	PPP Expert	PPP Expert shall be responsible for Project Structuring, conducting the bid process management, communicating with bidders and managing all processes related to the on-boarding of the private partner/concessionaire. Post transaction support <ul style="list-style-type: none"> • Site visit • KPI Monitoring • Conditions Precedents Monitoring • Milestone tracking • Flagging events of penalties • Coordination with BHEL • Reporting – Monthly; Quarterly

CVs of all the Key personnel proposed to be deployed for this project as per **Annexure-J**, duly certified by CEO/Country Head to be attached. However, consulting firm may deploy more resources as per the requirement of the project without any additional cost to BHEL.

No relaxation shall be accepted with regards to pre-qualification criteria. Only the bidders meeting the above criteria shall be evaluated further viz. techno-commercial and price bid.

SECTION-VI
DOCUMENTS REQUIRED

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

- 6.00 **Audited Copy of Balance Sheets, Profits & loss Account Statements** and **Copy of acknowledgements of IT returns** of last three financial years, ending **31st March' 2020** indicating annual turnover duly certified by the authorized signatory or/and Certificate from statutory auditors indicating the annual turnover of the bidders from consulting services in health sector. *If documents as above for all three years are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.*
- 6.01 Copies of Work Orders / Award Letters / Agreements along with Experience / Performance Certificate(s)/any other acceptable documentary evidence in support of successful completion of an assignment of similar nature & size; and names and address of clients who may be contacted for further information on those contracts.
- 6.02 The agency with unsatisfactory previous record with BHEL or any other organization shall not be considered.
- 6.03 Bidder has to submit copies of appropriate registrations like **PAN, GST registration certificate**.
- 6.04 **"No Deviation/Acceptance Certificate"** i.e. **Annexure-A**.
- 6.05 **"Declaration Certificate"** i.e. **Annexure-B**.
- 6.06 Duly filled **"Bidder's General Information"** placed in **Annexure-C**.
- 6.07 Duly filled **"Financial / Work Experience Details"** in the enclosed format at **Annexure-D**.
- 6.08 Duly filled **"Integrity Pact"** placed at **Annexure-E**.
- 6.09 **'Letter of Authority'** on the Letter Head, as per **Annexure-F**.
- 6.10 **"E-Banking Mandate Form"** on the Letter Head, as per **Annexure-G**.
- 6.11 Duly signed Un-price bid format (**Annexure-M**), by mentioning **'Q'** in the column where quote is to be offered by the party.
- 6.12 Duly filled "Check-List" i.e. **Annexure - O**.
- 6.13 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, as per clause No. 1.11, in case an authorized representative has signed the tender.
- 6.14 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.15 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:
- i. For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
 - ii. For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - iii. For Society: Registration certificate issued by Registrar of societies.
 - iv. For Sole Proprietorship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).



SECTION-VII
PROCEDURE FOR SUBMISSION OF TENDER

7.00 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: Part-I “Techno-commercial Bid” shall contain documents required in **Section-V & VI** above;

ENVELOPE 2: Part-II shall contain duly signed & filled “Price-Bid” (Annexure-N) only.

ENVELOPE 3: A third sealed cover/envelope shall contain required amount of EMD in the form of **Banker’s cheque/ Pay order/ Demand draft or online payment receipt** and shall be superscripted as **EMD**.

These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in clause No. 1.18 are liable to be rejected. If the Part-2 i.e. “Price Bid” (Annexure-N) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of online payment receipt will be checked immediately and their techno commercial bid shall be opened only after due verification of online payment receipt.

7.01 Envelope 3 containing EMD will be opened first and after due verification of EMD (as per clause No. 1.18), the Part-1 of the tender will be opened next and evaluated afterwards.

7.02 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition.

7.03 **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. Rate should be quoted in the units asked for in the enquiry.**



ANNEXURE-A**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.

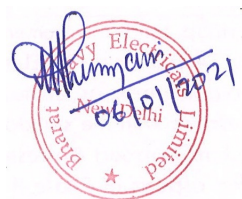
5.

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:20: TA:104, dated **6-Jan-21**. 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 typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

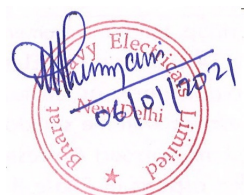
SUBJECT: Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospitals at Haridwar, Bhopal, Hyderabad and Trichy premises of BHEL & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP) (Tender No. AA: GAX:20: TA:104, dated **6-Jan-21**)

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.
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 shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,



Signature
With name, Designation & seal of the firm

ANNEXURE -C
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	GST Registration No. (GSTIN)	
8	Name of Bidder/ Contact Person	
9	Phone No. of Bidder / Contact Person	
10	E-mail Address of Bidder / Contact Person	
11	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm



ANNEXURE -D
FINANCIAL DETAILS OF THE BIDDER

(To be submitted along with Part-1 Bid)

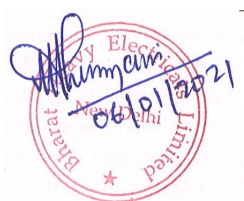
AUDITED ANNUAL TURNOVER IN HEALTH SECTOR DURING LAST 3 YEARS	FINANCIAL YEAR 2017-18	FINANCIAL YEAR 2018-19	FINANCIAL YEAR 2019-20
	₹.....	₹.....	₹.....

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. No.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge
1				
2				
3				
4				
5				

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any
(Attach separate sheet, if required)}



Signature
With name, Designation & seal of the firm

ANNEXURE –E**INTEGRITY PACT**

(To be submitted along with Part-1 Bid)

BETWEEN

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

AND

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

PREAMBLE

The Principal intends to award, under laid-down organizational procedures, contract/s for.....
.....
.....

..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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



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

- 2.1** The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1** The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2** The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3** The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4** The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2** The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

- 4.1** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1** The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2** If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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



For & On behalf of the Principal
(Office Seal)

On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness:

(Name & Address)

.....

Witness:

(Name & Address)

.....

ANNEXURE – F**LETTER OF AUTHORITY**

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @
2. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

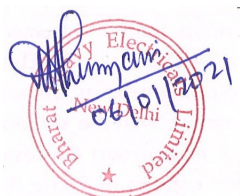
Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BHEL.



ANNEXURE – G**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



ANNEXURE –H**POWER OF ATTORNEY**

(To be submitted along with Part-1 Bid)

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd., BHEL house, Siri fort, New Delhi 110049 [•] in connection with [•] vide RFP Ref No. [•] dated [•].

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Place & date

CEO/Country Head

Witness

Signature of Mr./Ms.(Attorney)

Notary public

Attested by: CEO/Country Head/ Director/ equivalent



ANNEXURE –I
PRE-BID MEETING (CLARIFICATIONS SOUGHT)

(To be submitted along with Part-1 Bid)

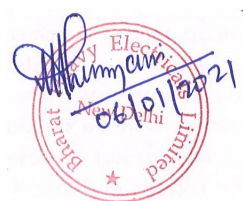
RFP Ref. No.:

Name of the bidder: M/s

SN	Reference of bid Document				Suggestion/ query
	Page No.	Section No.	Clause No.	Subject	

Signature

With name, Designation & seal of the firm



ANNEXURE –J
CV OF KEY PERSONNEL

(To be submitted along with Part-1 Bid)

(Please attach a separate sheet for each key personnel, to be certified by CEO/Country Head)

1	Name of the Key personnel	
2	Current Designation in the firm	
3	Proposed position in this assignment	
4	Years in the Firm	
5	Date of Birth	
6	Nationality	
7	Education Qualification	
8	No. of years of consulting experience	
9	No. of years of consulting experience in Health Sector	
10	Area of Expertise	
11	Major Achievements	

Project Experience of each personnel:

SN	Project	Customer name, contact address, Ph. no., email	Work order ref. no. & date and value of order	Brief of work	Completion Date	Role /responsibility of individual in said project	Expertise in said project (Team Leader/PPP expert / Legal Expert/ Finance Expert etc. (please specify)
1							
2							

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any willful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BHEL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

Signature of CEO/Country Head

With name, Designation & seal of the firm/Authorised Signatory



ANNEXURE-K**NON-DISCLOSURE AGREEMENT**

(To be signed with Successful Bidder / Contractor)

M/s.....

(Name and details of the consulting firm)

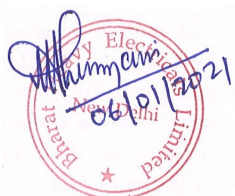
Non-Disclosure Agreement

BHEL has appointed M/s [*] (hereinafter referred to as 'Consulting Firm') for providing services with regard to **"Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospitals at Haridwar, Bhopal, Hyderabad and Trichy premises of BHEL & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)"**

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with BHEL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with BHEL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with BHEL and not generally known outside BHEL.
- During the consulting firm's involvement in this work & association with BHEL and after his association is terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BHEL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BHEL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from BHEL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by BHEL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.
- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside BHEL, any conclusions that the consulting firm or others draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.
- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from BHEL before engaging in any conduct that could jeopardize the confidentiality of the information.



- If the consulting firm has to disclose the confidential information to a person inside BHEL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify BHEL.
- Upon termination of his/her assignment or as requested by BHEL, the consulting firm will return all material containing confidential information to BHEL.

Exceptions:

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the BHEL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that BHEL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of one year from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.

The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's legal representatives, whereupon it shall become a binding agreement.



For & On behalf of the BHEL
(Office Seal)

On behalf of' the Bidder/ Contractor
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:

Witness:

(Name & Address)

(Name & Address)

ANNEXURE-L**LETTER OF COMFORT**

(on the letterhead of parent company of the bidder)
(To be submitted along with Part-1 Bid)

To,

.....
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

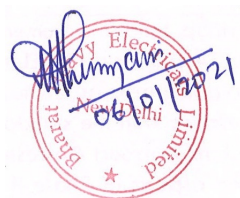
Sub: **Comfort Letter**

We hereby confirm that, for the work under RFP no. [•] for **Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility Bid Process Management and Contract Management for Development and Operation of Super Specialty Hospitals at Haridwar, Bhopal, Hyderabad and Trichy premises of BHEL & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)**, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs.

On behalf of [name of the
parent company]
[Signature & seal]
Place & date

Signature & seal of CEO/country head

Place & date



ANNEXURE – M

(Un-PRICE BID)
(To be submitted along with Part-1 Bid)

SN	Item description	Unit of measurement	Number of projects	Price Per Project inclusive of all taxes & duties excluding GST (in INR)	Total Amount (in INR)	GST (in %)	Total Amount (Inclusive of GST)
A	B	C	D	E	F=D*E	G	H=F+F*G
1	Total consultancy charges per project (lumpsum)	Project	5	-----	To be calculated by BHEL	-----	To be calculated by BHEL

Place & date

Signature
With name, Designation & seal of the firm

Notes:

- Project-1: BHEL Main Hospital Haridwar
- Project-2: Kasturba Hospital, BHEL Bhopal
- Project-3: BHEL General Hospital, Hyderabad
- Project-4: BHEL Hospital, Trichy
- Project-5: Conversion of one of the office building in multispecialty/ super specialty Hospital at Noida, UP
- Payment shall be strictly made as per schedule mentioned in Section-IV.
- In any of the Phase, if any project is dropped/discontinued by BHEL due to any reasons then payment for subsequent milestones/activity for said project shall not be payable by BHEL.
- 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.

ANNEXURE – N

Part-II (PRICE BID)
(To be submitted along with Part-2 Bid)

SN	Item description	Unit of measurement	Number of projects	Price Per Project inclusive of all taxes & duties excluding GST (in INR)	Total Amount (in INR)	GST (in %)	Total Amount (Inclusive of GST)
A	B	C	D	E	F=D*E	G	H=F+F*G
1	Total consultancy charges per project (lumpsum)	Project	5	-----	To be calculated by BHEL	-----	To be calculated by BHEL

Place & date

Signature
With name, Designation & seal of the firm

Notes:

- Project-1: BHEL Main Hospital Haridwar
- Project-2: Kasturba Hospital, BHEL Bhopal
- Project-3: BHEL General Hospital, Hyderabad
- Project-4: BHEL Hospital, Trichy
- Project-5: Conversion of one of the office building in multispecialty/ super specialty Hospital at Noida, UP
- Payment shall be strictly made as per schedule mentioned in Section-IV.
- In any of the Phase, if any project is dropped/discontinued by BHEL due to any reasons then payment for subsequent milestones/activity for said project shall not be payable by BHEL.

ANNEXURE – O

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
(To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Compliance	Page No.
1	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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
2	Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business.	For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		For Society: Registration certificate issued by Registrar of societies.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		For Sole Proprietor-ship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
3	EMD in a separate envelope.	Cash deposit as permissible under the extant Income Tax Act (before tender opening);	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		Banker's cheque / Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		Online payment receipt in case Electronic Fund Transfer credited in BHEL account.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
4	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years	FY 2017-18	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		FY 2018-19	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		FY 2019-20	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
5	Acknowledgement of I-T return of last three Financial Years.	FY 2017-18	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		FY 2018-19	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
		FY 2019-20	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6	Copies of Work Orders / Award Letters / Agreements along with "Experience / Performance Certificate(s)".	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
7	Copy of the PAN card.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
8	Copy of GST registration certificate (GSTIN)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
9	No Deviation Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
10	Declaration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
11	Bidder's General Information	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
12	Financial Details of The Bidder Along With Work Experience Details	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
13	Integrity Pact	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	

14	Letter of Authority	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
15	E-Banking Mandate Form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
16	Power of Attorney	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
17	Pre-Bid Meeting (Clarifications Sought)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
18	CV of Team Members	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
19	Experience of The Team Deployed	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
20	Non-Disclosure Agreement	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
21	Letter of Comfort	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
22	Part 'I' – Un-Price Bid	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
23	Part 'II' – Price Bid	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
24	“Check-List”	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
25	Signed & stamped complete RFP/tender document	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	
26	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	

EMD DETAILS

Name of Bank & Branch	DD / PO No.	Date	Amount (₹)
<p style="text-align: center;">Or</p> <p>Online payment receipt No.:</p>			

Signature

With name, Designation & seal of the firm

