



# BHARAT HEAVY ELECTRICALS LIMITED

BHEL ESTATE OFFICE  
BHEL TOWNSHIP, SECTOR-17  
NOIDA, UP - 201301



## TENDER DOCUMENT

FOR

SETTING-UP AND RUNNING PHYSIOTHERAPY SERVICES IN BHEL  
TOWNSHIP, SECTOR-17, NOIDA.

NIT No.: 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023

### CONTENTS

- 1- Notice Inviting Open Tender
- 2- Techno Commercial Bid – Part A
- 3- Price Bid - Part B

**LAST DATE FOR SUBMISSION: 22.06.2023 at 16:00 Hrs.**

**DATE FOR OPENING OF TENDER: 22.06.2023 at 16:30 Hrs.**

 **Omender Singh**  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., राणदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत  
BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA  
मोबाइल फोन (का.) / Mobile No.- 8800957694

**NOTICE FOR INVITING OPEN TENDER**

Sealed tenders are invited in two part bids for the following Services in BHEL Township, Sector-17, Noida.

**Name of Services** : **Setting-up and running Physiotherapy Services in BHEL Township, Sector-17, Noida.**

**NIT No.** : 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023

**Earnest Money** : **Rs 13,690.00 (Rupees Thirteen Thousands Six Hundred Ninety Only)**

**Tender Cost** : Nil

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida** : **22.06.2023 at 1600 Hrs.**

**Date of opening the tender** : **22.06.2023 at 1630 Hrs.**

**Place of Submission of Tender/ Bid** : **Tender Box placed at the reception of Estate Office, BHEL Township, Sector-17, Noida, Uttar Pradesh - 201301**

**Venue for opening of Tender** : **BHEL Corporate Office, Sirifort, New Delhi - 110049**

The Tender Document may be obtained from the Office of Dy. Manager (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP Portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Dy. Manager (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **22.06.2023** at 3:00 PM. In case of any clarification the bidder can contact undersigned on Mobile No.-8800957694 or at e-mail: [omender@bhel.in](mailto:omender@bhel.in).

On behalf of "BHEL"

(Omender Singh)

Dy. Manager (HR-TAX)

Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the bidder)

NIT No.: - 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023





## **PART 'A' – TECHNO-COMMERCIAL BID**

### **A. INSTRUCTIONS FOR THE BIDDERS:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope.** In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site ([www.bhel.com](http://www.bhel.com)) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite Earnest Money Deposit (EMD) will not be considered.
8. Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated.
9. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
10. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
11. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
13. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
14. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
15. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within stipulated time by email, etc. If the document(s) is/are not received within stipulated time the offer may be rejected.

**(Signature & seal of the bidder)**

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*Omender Singh*  
उप प्रबंधक (मा. सं.-टीएफका)  
Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोवा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, NOVA





16. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Any queries regarding this tender may be clarified from Dy. Manager (HR-TAX), on Mobile No.-8800957694 or e-mail: omender@bhel.in.
17. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

**B. PRE QUALIFYING CRITERIA:**

- 1) The Earnest Money Deposit (EMD) of **Rs 13,690.00** (*Rupees Thirteen Thousands Six Hundred Ninety Only*) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
- Electronic Fund Transfer credited in BHEL account (before tender opening)
  - Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  - Fixed Deposit Receipt (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).

**Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid UDYAM Certificate along with tender's Techno-commercial Part I- Bid.**

- 2) The bidder should have valid PAN (copy of PAN card has to be submitted along with bid).
- 3) Physiotherapist should have following minimum Qualifications:
- Educational Qualification:** Should have a recognized qualification (Bachelors\*/ Master Degree in Physiotherapy from Institute/ University recognized by Central/ State Govt.) in Physiotherapy (Copy of valid Degree has to be submitted along with bid). \*BPT awarded from recognized University.  
Note: BPT is the minimum qualification required.
  - Past Experience:** Should have an experience of at least 05 years after BPT or atleast 03 years after MPT for providing the physiotherapy services in any Pvt. Institution/ Hospital/ Govt. or Public Institution or in his/ her Independent establishment during the last 07 years ending 31.03.2023. (Copy of duly certified experience certificate has to be submitted along with bid).
  - Should have valid registration with council/ Indian association of physiotherapy/ any other body duly recognized by state government/ central government. (Copy of valid registration certificate has to be submitted along with bid).
  - Financial capability:** - Self-certified copy of ITR or certificate from Chartered Accountant for last three financial years (FY 2019-20, 2020-21 & 2021-22) having minimum average annual income of Rs 1.03 Lakhs.

**C. Other Documents to be submitted along with bid:-**

- Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- Bidder must submit the Un-Price bid in the enclosed format (Annexure-I).
- The Bidder must submit a Self-attested declaration (enclosed at Annexure –II).
- No deviation certificate as per Annexure – III (enclosed) must be signed and stamped.
- Bidder must submit the Self-attested bidder's details in the enclosed format Annexure-IV.
- Bidder must submit Self-Attested Annexure-V.
- Bidder must submit Self-Attested Annexure-VI.

**D. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK:**

In view to provide the freedom of work, independency, and minimum interference from BHEL, BHEL will only provide to the Physiotherapist a portion of the already constructed building along with

(Signature & seal of the bidder)

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Omender Singh  
Dy. Manager (HR-TAX)  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, New Delhi



already installed fixtures, fittings, electricity and water supply. The available space and infrastructure can be examined by the Physiotherapist before submitting the tender with prior permission from BHEL.

- 1) All arrangements, which are not in the scope of BHEL, as mentioned in the tender document, but required by the Physiotherapist for smooth functioning of the services has to be done by the Physiotherapist. Any modification/alteration/ addition etc. in the already constructed building have to be done by the Physiotherapist at its own cost and risk after seeking approval from BHEL.
- 2) The Physiotherapist has to procure at its own cost, all medical and non-medical equipments, stationary, drugs, dressings, consumables, non-consumables and any other material or service required to run the Physiotherapy services.
- 3) The Physiotherapist shall be provided fully furnished dedicated space (as per dimensions shown in Annexure – VI). The room is adequately lighted, properly ventilated, affording protection from all kinds of weather etc. The space provided to the Physiotherapist will not be utilized for any other purpose rather than running & managing the physiotherapy services only.
- 4) BHEL shall provide Housekeeping, Cleaning and Maintenance to the Physiotherapist for the proposed Centre.
- 5) The arrangement of electricity and water supply shall be made available to the Physiotherapist by BHEL. In case there is any failure in the electricity or water supply, the adhoc or emergency arrangement for the proposed services has to be made by the Physiotherapist at own cost before starting the service.
- 6) The Physiotherapist has to procure all computers, telephones, internet connection and all other required facilities at its own Cost.
- 7) If Hospital/ Agency submits the tender, then the Physiotherapist, whose educational documents are submitted along with this bid in response to PQR, shall provide the services for entire period of contract.
- 8) **PHYSIOTHERAPY CENTRE TIMINGS:** Timing for operation of the Physiotherapy Centre shall be from 09:00 AM to 05:30PM (at least 08 Working Hrs.) from Monday to Friday and 1<sup>st</sup> half of all Saturday.
- 9) **PHYSIOTHERAPY CENTRE CLOSING DAYS:** Physiotherapy Centre shall be closed on Sunday, National Holidays, BHEL' Holidays and 2<sup>nd</sup> half of all Saturdays.
- 10) The Physiotherapist has to provide all services to the BHEL beneficiaries on priority basis only after referred by the BHEL Medical officer. The Physiotherapist has to keep all equipment maintained and in working condition.
- 11) All waste should be disposed-off as per the standard guidelines issued by the State Government/ Central Government from time to time.
- 12) Running cost of all facilities including staff salaries, if any, to be borne by the Physiotherapist.
- 13) Physiotherapist should make alternative arrangements in the event of breakdown of the services at his/her own cost. In case the Physiotherapist fails to make such arrangement and any damages claimed by the patient/BHEL shall be the responsibility of the Physiotherapist.
- 14) Physiotherapist must keep all records in the computerized form and should be able to provide all statistics and other records in the soft copy to the administration on demand.
- 15) Physiotherapist must obtain insurance cover for all its equipment/ employees at his/her own cost.
- 16) Physiotherapist will ensure remedial measures with regard to any deficiency in services pointed out by the authorities.
- 17) BHEL beneficiaries reporting to the BHEL institution must be attended to by the Physiotherapist without delay on the prescribed prescription/form issued by BHEL, along with attested signature of the patient/ attendant over it. The Physiotherapist will undertake the services and maintain records for billing purposes. The Physiotherapist will keep check on the patient's Identity.
- 18) Physiotherapist will be authorized to make changes in fittings, cabling, etc. as per requirement of operating equipments with permission from the administration.

(Signature & seal of the bidder)





- 19) No modifications of structure will be allowed without permission from the administration.
- 20) Any medico-legal issues arising in the course of or out of treatment of patients will be the responsibility of Physiotherapist.
- 21) Provision of Consumer Protection Act, RTI act etc. shall be applicable to the Physiotherapist also.
- 22) The contractor should get the character/ antecedence of all the workforce deployed by them at the work premises, verified by the Police authorities from engaging & deploying them in BHEL premises.
- 23) The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.

**E. GENERAL TERMS & CONDITIONS:-**

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site [www.bhel.in](http://www.bhel.in)
- 6) The bidder shall quote the discount percentage in English language and international numerals ONLY. The rates shall be entered in figures as well as in words. Rates 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.
- 7) Currencies of Bid & Payment: Indian Rupees (₹) only.
- 8) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 9) Discount percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 10) The discount percentage quoted by the bidder are after considering all cost, cost of site clearance and any other incidental works required to execute the services and inclusive of all including GST.
- 11) 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.
- 12) If the discount percentage is not filled in the Price Bid and is not as per the requirement of the tender document, the same shall be omitted from evaluation.
- 13) The discount percentage should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten.
- 14) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of opening of the techno-commercial bid.

**(Signature & seal of the bidder)**

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 भारत हेवी इलेक्ट्रिकल्स लि., रामदास कार्यालय, सेक्टर-17, नोएडा  
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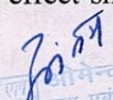
- 15) **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. Along with the scrutiny of the documents in line with tender terms & conditions, BHEL reserves the right to visit the dispensaries/ clinic/ hospital of the Physiotherapist to assess and confirm their credibility. The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated, by e-mail separately to the tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. The order will be placed on the physiotherapist, who quotes maximum discount percentage on the BHEL scheduled rates along with the payment of License fee as per clause no. 22 below. Evaluation of bid will be on total cost to 'BHEL'.
- 16) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- If there is a discrepancy between words and figures, the amount in words shall prevail.
  - If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 17) You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
- 18) **PENALTY FOR INFERIOR QUALITY OF SERVICES:** BHEL reserves the right to inspect the services of physiotherapy treatment provided to the employees of BHEL. In case BHEL finds the Services as unsatisfactory the contractor will be penalized as per follows: -

Sl. No.	Contract Agreement Defaults/ non-compliance/ breach	Penalties/ Fines for non-compliance/ breach of contract
1.	In case of non-operational of Physiotherapy Centre on any working day without the approval of Medical In-charge or for not attending BHEL employees.	Rs 4000/- per day or per occurrence shall be deducted as fines from the monthly bill amount for each such occurrence. Medical In-charge decision in determining the absence will be final and binding
2.	Feedback to be maintained by Physiotherapist in log book and same shall be verified by Medical In-charge.	Rs 500/- shall be deducted as fines from the monthly bill amount for each complaint.

- 19) **CONTRACT PERIOD:** The contract period will be for **two years** from the date of award which can further be extended for three (3) months on the same rates, terms & conditions on the mutual agreement between the company and the Physiotherapist on satisfactory performance of the contract and will be decided later.
- 20) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 21) **TAXES AND DUTIES:**
- 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 successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
  - BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
  - GSTIN of BHEL is "09AAACB4146P2ZC".
  - Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
  - 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.

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- vi) 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.
- vii) 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.

## 22) LICENSE FEE:

- a) The **Physiotherapist shall pay a sum of Rs 12,310.00 per month to BHEL** and shall also provide medical treatment to the employees of the BHEL, both serving and retired and their eligible family members, at a discount of percentage as quoted in the price bid on BHEL Schedule rates.
- b) During the tenure of the contract period, **the license fees of Rs 12,310.00 shall stand enhanced on each yearly anniversary of the agreement @ 5%**, which shall be rounded off to the next higher ten rupees.

## 23) PAYMENT TERMS:

- a) The Physiotherapist/ Contractor shall raise the bill on BHEL at the end of every month for services provided for the respective month.
- b) Bills raised by the Physiotherapist/ Contractor shall be certified by the official in-charge of BHEL and the payments will be made within 21 days from the date of receipt of GST complaint Tax invoice (if applicable) having no discrepancy and other relevant documents.
- c) The Physiotherapist/ Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- d) The quoted rates will remain firm during the contract period except taxes as applicable by the Government against documentary evidence. **The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.**
- 24) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 25) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

## 26) EARNEST MONEY DEPOSIT (EMD):

- a) The Earnest Money Deposit (EMD) of **Rs 13,690.00 (Rupees Thirteen Thousands Six Hundred Ninety Only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

Bank name	KOTAK MAHINDRA BANK
Address of Bank	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G.MARG, N.DELHI-1
IFSC	KKBK0000172
CA NO	9011196535
BANK ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LTD

- iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- iv) Fixed Deposit Receipt (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).

**Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid UDYAM Certificate along with tender's Techno-commercial Part I- Bid.**

(Signature & seal of the bidder)

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- a) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- b) EMD of the tenderer will be forfeited if:
  - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer 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 15 days of acceptance of award of work by the successful tenderer.
- d) EMD shall not carry any interest.
- e) EMD of successful tenderer will be retained as part of Security Deposit.

**27) SECURITY DEPOSIT:**

- a) The total amount of Security Deposit will be **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) Securities available from Indian Post offices such as National Saving 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)  
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
  - vi) At least 50% of the Security Deposit, including the EMD, should 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.
- c) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- d) The Security Deposit shall not carry any interest.
- e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- f) Bidder agrees to submit performance security required for execution of the contract within 15 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted

**(Signature & seal of the bidder)**

NIT No.: - 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023

*Omender Singh*  
उप प्रबंधक (मा.सं.-टीएक्स)  
Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., समदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida





till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

- 28) BHEL looks forward to get excellent services from the bidder. The contractor will be responsible for the quality of the work.
- 29) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Physiotherapists 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.
- 30) **TERMINATION OF CONTRACT:** BHEL may terminate the contract by giving not less than thirty day's written notice of termination to the successful tenderer for the following reasons: -
- a) If the successful tenderer does not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
  - b) In the event of external factors (like natural disaster) which are beyond the control of the contractor or BHEL.
  - c) In case the personnel deployed by the contractor found to have indulged in any criminal activity.
  - d) In case of any misrepresentation while claiming the payment.
  - e) In the event of failure/ inability of one party or the other.
  - f) In case of non-compliance of any statutory obligations during the contract.
  - g) 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 survivors.
- 31) **MICRO AND SMALL ENTERPRISES (MSE):** -MSE Supplier can avail the intended benefits only if they submit along with offer, attested copy of valid UDYAM Certificate. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
- 32) **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.
- 33) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 34) **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety)

(Signature & seal of the bidder)

NIT No.: - 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023

*Omender Singh*  
Omender Singh  
Dy. Manager (HR-TAX)  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida





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.

35) **POST TECHNICAL AUDIT OF WORK AND 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.

36) **SETTLEMENT OF DISPUTES:**

a) **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.

b) **ARBITRATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

37) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss (worked out after levying 30 % overheads as departmental charges on the cost of materials/ services so purchase/ hired), if any incurred by BHEL will be recovered from the Contractor.

For & on behalf of "BHEL"

(Omender Singh)

Dy. Manager (HR-TAX)

सह प्रबंधक (मानव संसाधन-कर)  
Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सामदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the bidder)

NIT No.: - 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023







**DECLARATION**

I / We, do hereby declare that the proprietor/firm/partner has not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. I / We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

**(Signature & seal of the bidder)**

Place:

Date:

  
  
उप प्रबंधक (मा.सं.-टीएएक्स)  
Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., समुदाय कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**(Signature & seal of the bidder)**





### ANNEXURE-III



#### No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and 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.

(Signature of Party with seal)

Place:

Date:

  
 **ओमेन्द्र सिंह**  
उप प्रबंधक (मा. सं.-टीएएक्स)  
**Omender Singh**  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., समुदाय कार्यालय, सेक्टर-17, नोएडा  
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(Signature & seal of the bidder)

NIT No.: - 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023



**BIDDER'S DETAILS**

Name of the Supplier /Party/ Firm	
Name of Authorized Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Details of Local Service Centre:-	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**Note:** Submit a cancelled cheque for verification of above bank details.


(Signature & seal of the contractor)


(Signature & seal of the bidder)



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

S. no.	DESCRIPTION	TO BE PROVIDED BY
<b>A</b>	<b>Electrotherapy Products:</b>	
1	Shortwave Diathermy (Solid State)	Successful Bidder
2	Interferential Therapy Unit (IFT)	Successful Bidder
3	Laser Therapy Unit	Successful Bidder
4	Muscle Stimulator	Successful Bidder
5	TENS UNITS	Successful Bidder
6	Ultrasound Therapy Units	Successful Bidder
<b>B</b>	<b>Exercise Products:</b>	
7	Finger Ladders	Successful Bidder
8	Thera band (01 No. each of 5 types)	Successful Bidder
9	Weight & Dumbbells (All of ranges - 1 set)	Successful Bidder
10	Wrist Roll Cum Supination Pronation Exercise Unit	Successful Bidder
11	Swiss Ball (75 Cm)	Successful Bidder
12	Foldable Walker	Successful Bidder
13	Weighing Scalar	Successful Bidder
14	Balancing Board	Successful Bidder
15	Static Cycle (Avon)	Successful Bidder
16	acco Ankle Exerciser	Successful Bidder
17	Wall Mounting T Shoulder Pulley Set	Successful Bidder
18	Fitness stick (Level 1 to 5)	Successful Bidder
19	Physiotherapy Shoulder Wheel Exerciser 360 deg. (Wall Mounting)	Successful Bidder
<b>C</b>	<b>Heat N Cold Therapy Products:</b>	
20	Moist Heat Therapy Unit (with 4Pack)	Successful Bidder
21	acco Wax Bath Unit (Medium)	Successful Bidder
<b>D</b>	<b>Mechano Therapy:</b>	
22	Cervical and Lumber Traction systems(Intermittent and Constant) with traction table	
23	Traction Unit (Cervical / Lumbar)	Successful Bidder
<b>E</b>	<b>Misc. Equipments:</b>	
24	Pulse Oximetry Machine	Successful Bidder
25	BP Instrument	Successful Bidder
<b>F</b>	<b>Manpower:</b>	
26	Physiotherapist	Successful Bidder
27	Physiotherapy Paramedical Staff (If required)	Successful Bidder
<b>G</b>	<b>Miscellaneous Items:</b>	
28	Annual Maintenance of Equipments	Successful Bidder
29	Consumables like Towel, Cotton Roll, Bandage Roll, Tissue Papers, Gel, Stationary items etc. for Physiotherapy Centre	Successful Bidder
<div style="text-align: right;">   <b>(Signature &amp; seal of the contractor)</b> </div>		

**(Signature & seal of the bidder)**

NIT No.: - 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023



H	Fixed Items:	
30	Manual Physical Therapy Couch (Bed)	BHEL
31	Treatment Chairs (Wooden)	BHEL
32	Side Tables	BHEL
33	Chairs for Waiting Area	BHEL
34	Lockers	BHEL
35	Foot Steppers	BHEL
36	Consultation Desk with Chair	BHEL
37	Mattresses	BHEL
38	Bed Sheets	BHEL
39	Pillows & Cushions	BHEL
40	Curtains	BHEL
41	Water/ Power / Fuel /Space/ AC Facility for Physiotherapy Centre	BHEL
42	Housekeeping & Maintenance of Physiotherapy Centre	BHEL
43	Periodic Cleaning of Bed Sheets/ Towels etc. of Physiotherapy Centre	BHEL

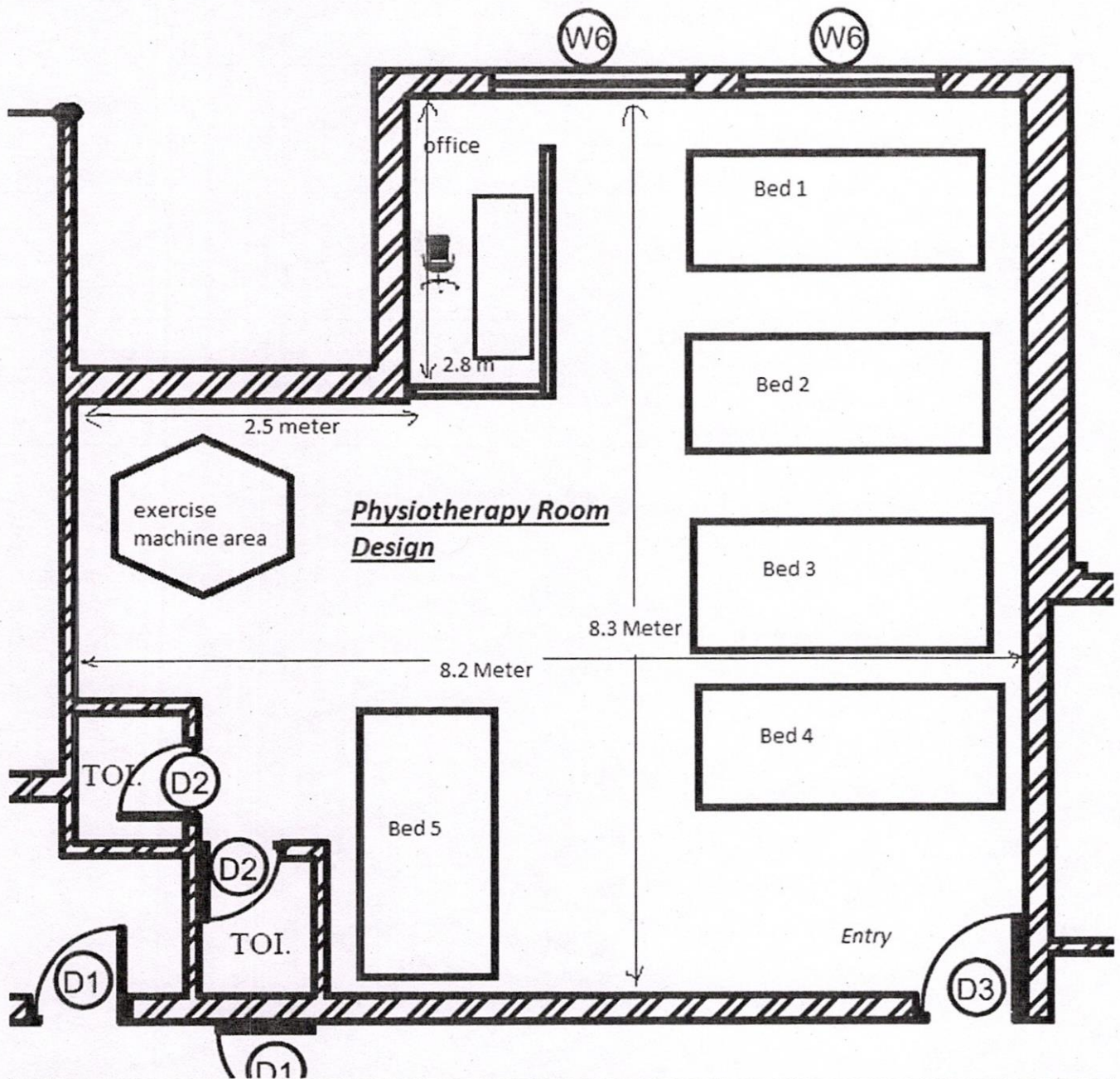
(Signature & seal of the contractor)

*Omender Singh*  
 ओमेन्द सिंह  
उप प्रबंधक (मा. सं.-टीएएक्स)  
Omender Singh  
Dy. Manager (HR-TAX)  
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the bidder)

Page 17 of 18





(Signature & seal of the contractor)

*Omender Singh*  
ओमेन्द सिंह  
उप प्रबंधक (मा. सं.-टीएफएस)  
**Omender Singh**  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., रामदास कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the bidder)





## PRICE BID-PART 'B'

**Name of Services** : Setting-up & running Physiotherapy Services in BHEL Township, Sector-17, Noida.

**NIT No.** : 05: AA: NOI: ADMN.: PT:112:2023-24 Dated: 08.06.2023

**Period of Contract** : Two Years from the date of placement of order.

Sl. No.	Description of Item	Discount (in Percentage)
1	Discount percentage over BHEL Scheduled rates in monthly bills for providing physiotherapy services in Dispensary in BHEL Township, Sector-17, Noida. The discount percentage will be in addition to the payment of monthly license fee of Rs 12,310.00. <u>Note:-</u> Based on Past experience the likely total amount of monthly bills is Rs 55,500/- per month before discount. However, there is no minimum bill gurantee.	
<b>Discount percentage in Words:</b>		

**Note:** Please quote your most competitive discount percentage on BHEL schedule rates as detailed below: -

Sl. No.	Physiotherapy items	BHEL Scheduled Rates (in Rs)
1.	Physiotherapy – three or more modalities	350.00
2.	Physiotherapy – two modalities	250.00
3.	Physiotherapy – one modality	150.00
4.	Physiotherapy - laser	150.00

(Signature & seal of the bidder)

(Signature & seal of the bidder)

  
ओमेन्द सिंह  
उप प्रबंधक (मा. सं.-टीएक्स)  
Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सापड़ा कार्यालय, सेक्टर-17, नोएडा  
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