

UNPRICED BID**(ENQ.: H012400174)****(VENDORS SHALL QUOTE FOR ALL THE ITEMS OF THE ENQUIRY, OTHERWISE OFFERS WILL NOT BE CONSIDERED)**

SL NO	Ref. No.	MATL. CODE	MATL. DESCRIPTION	INSP. TYPE	UNIT	QTY.	QUOTED / NOT QUOTED	REMARKS
1	10142700/10	420100000621	<p>COMPUTERISED FOUR CHANNEL THERAPY.</p> <p>---</p> <p><u>SPECIFICATIONS</u> Tens Frequency: 2 to 250 Hz (1Hz Step) Pulse Width: 20 to 250 Micro Sec. No. of Channels: 4 Output Mode: Continuous / Pulsed Parameter selection: Manual & Programmed Treatment Time: 0 to 60 min Power source: Dual Power (Main / Battery)</p> <p><u>TECHNICAL DATA</u> Mains Voltage: 100 to 270V / 50 Hz Battery: Maintenance Free rechargeable Fuse rating: 1A +/- 10% Max Power consumption: 10W Safety Class: Class I, Type BF (IEC 60601 -1)</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
2	10142700/20	420100000622	<p>COMPUTERISED ULTRASOUND THERAPY 1&3 MHZ.</p> <p>---</p> <p><u>SPECIFICATIONS</u> Frequency :1 MHZ and 3 MHZ Therapy modes :Continuous / Pulsed Pulse mode :10, 20, 30, 40, 50, 60 ,70, 80, 90 & 100% Pulse Rate :16Hz, 48Hz & 100Hz Intensity :0.1 to 3.1 W/cm2 (Linearly Adjustable) LCD Display : Customized Transducer : Normal Probe & Pointer Probe Timer : 1 to 99 mins</p> <p><u>TECHNICAL DATA</u> Display : Min 5" Colour touch Display Mains Voltage : 90 # 270V / 50 Hz Fuse rating : 3A +/- 10% Max Power consumption : 35W Safety Class : Class I, Type BF (IEC 60601 -1)</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
3	10142700/30	IRR LAMP	<p>IRR LAMP.</p> <p>---</p> <p>Specifications: Supply Voltage: 230 Volts AC / 50Hz Power rating: 150Watts to 250Watts single Head Lamp Mounting: Floor Stand type Usage: Clinical/Lab purpose</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
4	10142700/40	420100000624	<p>TRACTION BELTS CERVICAL / LAMBAR.</p> <p>--</p> <p>Traction Belts CERVICAL / LAMBAR</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
5	10142700/50	420100000625	<p>WAX BATH & TANK WITH WAX.</p> <p>---</p> <p>Specifications: Power Supply: 230 V, 50 Hz Max Power Output: 2KW Thermo State: 0 degree Celsius to 100 degree Celsius Double wall insulated tank with cover Automatic Thermo state controller Step wise power control Caster wheels for easy mobility</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		

6	10142700/60	420100000626	<p>COMPUTERISED IFT THERAPY.</p> <p>---</p> <p>SPECIFICATIONS Carrier Frequency: 2000 Hz / 4000 Hz Base Frequency: 0 to 150 Hz (1Hz step) Sweep Frequency: 0 to 150 Hz (1Hz step) Sweep Modulation Programs: 1/1S, 1/5, 1/5S, 6/6S Therapy Modes: Four Pole interferential Four Pole Vector 90Deg Four Pole Vector 45Deg Two Pole Pre-modulated Output Current: 0 to 100Ma Timer: 0 to 60mins TECHNICAL DATA Mains Voltage: 100 # 270V / 50 Hz Safety Class: Class I, Type BF (IEC 60601 -1)</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
7	10142700/70	420100000627	<p>DIAGNOSTIC/THERAPEUTIC MUSCLE STIMULATR</p> <p>---</p> <p>SPECIFICATIONS Current Forms: G/IG/F/SF Output Current: 0 to 100 mA Timer: 1 to 99 mins STIMULATOR IG Diagnostic: 0.01,0.03, 0.1, 0.3, 1, 3, 10, 30, 100, 300, 1000 mSec IG Therapeutic: 30 to 300 msec (10msec step) Pulse type: Square, triangular FARADIC / SURGE FARADIC Freq. / P. Width: 50Hz / 0.7 mSec Surge ON Time: 1 to 10sec (1sec step) Surge OFF Time: 1 to 10sec (1sec step) TECHNICAL DATA Mains Voltage: 100 to 270V / 50 Hz Safety Class: Class I, Type BF (IEC 60601 -1)</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
8	10142700/80	420100000628	<p>MULTI EXERCISER.</p> <p>---</p> <p>FEATURES Quadriceps Shoulder Pulley Shoulder Wheel Wrist Exerciser Finger Ladder Supinator / Pronator Adjustable Back Rest MS Power Coating</p>	By BHEL on receipt of materials at HPVP Hospital	NO	1		
9	10142701/10	420100000629	<p>HOSPITAL BEDS</p> <p>---</p> <p>SPECIFICATIONS: Weight Load Capacity: Approx.200 to 250Kg Size: 78"L x 35"W x 24"H Two section perforated top Top made of 18g sheet Frame work made of 16g pipe 14g pipe for support - 16g tube for legs Handle wound back rest adjustment ABS Head & Foot bows Collapsible Side railing & IV Rod Pre-treated & epoxy powder coated 32 Density Foam Mattress Cover by Rexin</p>	By BHEL on receipt of materials at HPVP Hospital	NO	2		

(SIGNATURE OF THE VENDOR WITH STAMP)

ANNEXURE-A (COMMERCIAL TERMS & CONDITIONS) SUPPLY OF PHYSIOTHERAPY EQUIPMENT AND HOSPITAL BEDS			ENQ : H012400174
SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
1	E-MAIL ENQUIRY BID SUBMISSION PROCEDURE	Please submit your duly signed and stamped Technical Bid and Price Bids separately to the following E-Mail ID's 1) Technical Bid - technicalbid-hpvp@bhel.in 2) Price Bid - pricebid-hpvp@bhel.in <u>Do not mark Cc copy to any mail Id's.</u>	
2	PRE QUALIFICATION CLAUSE	<u>PQC:</u> Bidder shall have supplied, installed and commissioned the listed Physiotherapy Equipments and Hospital Beds in any State / Central Govt Institutes or PSUs. Eligible Vendors shall submit supporting documents i.e PO, Invoice, Proof of Delivery along with their offer.	
3	PAYMENT TERM	100% payment shall be made within the stipulated days as mentioned below from the date of receipt and acceptance of materials at BHEL. Micro & Small Enterprises (MSEs) - 45 Days Medium Enterprises - 60 Days Non MSMEs - 90 Days However, GST portion of invoice shall be released only upon: 1. Vendor declaring the invoice in their GSTR-1. 2. Receipt of Goods and Tax Invoice by BHEL. 3. Confirmation of payment of GST thereon by vendor on GSTN Portal. <u>Note :</u> Offers with Payment against Proforma Invoice / Advance payment / LC at site / confirmed LC is not acceptable.	
4	DELIVERY PERIOD	The acceptable Delivery period shall be within 4 weeks from the date of Purchase Order to the date of receipt of Material at BHEL-HPVP-Visakhapatnam Hospital. Delivery Period beyond 4 weeks is not acceptable.	
5	DELIVERY BASIS	FOR - HPVP STORES, BHEL - VISAKHAPATNAM STORES	
6	FREIGHT CHARGES	INCLUSIVE IN BASIC PRICE	
7	TRANSIT INSURANCE	INCLUSIVE IN BASIC PRICE	
8	PACKING & FORWARDING CHARGES	INCLUSIVE IN BASIC PRICE	
9	VENDOR GSTIN	To be furnished by supplier	
10	GST & HSN CODE	% GST: (To be furnished by supplier)	
11	UAM Number	Udyog Aadhaar Number (MSME Vendors) to be specified by vendor, if applicable.	
12	INSPECTION	By BHEL on receipt of materials at HPVP, Visakhapatnam Hospital. Supplier need to send Scanned copies of MTCs, Inspection Reports and Other Test Reports applicable as per Material Specification, TDC, QAP IF ANY to BHEL-HPVP for obtaining material dispatch clearance.	
13	TESTING CHARGES	INCLUSIVE IN BASIC PRICE	
14	OFFER VALIDITY	120 Days from the date of Technical bid opening.	
15	TEST CERTIFICATE	MTCs and Other Reports, etc., are to be submitted as per Scope of Supply at Annexure-A	
16	PART QUANTITY/ PART ORDER	BHEL, HPVP reserves the right to Reduce / Increase the quantities mentioned in the enquiry. Vendor shall agree to accept Item wise order / Part Quantity of each item / Part Order.	Items will be procured as a Single Package.
17	TENDER EVALUATION CRITERIA	Package Evaluation and Prices shall be inclusive of all the charges like Testing, P&F, Freight, Transit Insurance, etc. no extra charges other than applicable GST will be paid.	
18	L.D.CLAUSE	Delivery is the essence of this contract. In the event of your failure to ship the materials within the stipulated delivery period, Liquidated Damages shall be 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. LD shall be reckoned from the date of receipt of Material at BHEL-HPVP. Any deviation from the above LD clause is not acceptable. <i>In case of LD recovery, the applicable GST shall also be recovered from the supplier.</i>	

<u>ANNEXURE-A</u> <u>(COMMERCIAL TERMS & CONDITIONS)</u> <u>SUPPLY OF PHYSIOTHERAPY EQUIPMENT AND HOSPITAL BEDS</u>			ENQ : H012400174
SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
19	ARBITRATION & CONCILIATION	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>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 1995 (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 (the place from which the contract is issued) The cost of arbitration shall be borne as per the award of the Arbitrator, Subject to the arbitration in terms of Clause above, the Courts at (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>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.</p>	
20	JURISDICTION	<p>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 (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil/territorial jurisdiction in this behalf at Visakhapatnam and only the said Courts(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.</p>	
21	RISK PURCHASE	<p>The delivery period stated shall be reasonable/realistic and shall strictly be adhered to. If the material is not supplied within the agreed delivery period, in order to avoid loss or damage BHEL reserves the right to cancel the order and purchase the material (either wholly or undelivered portion) from alternate source(s) at the Risk and Cost (with extra 5 % overhead) of the Supplier. In such an event, it shall be obligatory on the part of Supplier to make good any loss suffered by the BHEL. In such cases, BHEL shall withhold bills, bank guarantees, etc., of the Supplier, which are pending either at HPVP BHEL or any other Unit of BHEL.</p>	
22	REJECTION & REPLACEMENT	<p>If any material is rejected, supplier to make free of cost (on freight paid basis) replacement within a specified period. Rejected materials can be lifted by the supplier thereafter. (OR) BHEL Shall take alternate procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. (OR) BHEL can terminate the contract either in part or wholly in which at BHEL discretion and recover loss if any from the supplier.</p>	
23	GUARANTEE CERTIFICATE	<p>Vendor should guarantee that all materials shall be free from any defect due to facility design, material and workmanship. Supplier shall guarantee the performance of material/equipment/total system, for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning, whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL,HPVP, Visakhapatnam / Destination basis within a reasonable time.</p>	

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24	FIRM PRICE	All prices shall be firm till complete execution of the P.O., without any escalation/increase for any reason, whatsoever. Unless specifically provided for in the P.O. OD Interest: No overdue interest is payable by HPVP-BHEL, Visakhapatnam to vendors or their bankers.	
25	VENDOR STATUS (A)	MICRO / SMALL : (To be indicated by vendor and latest copy of supporting Udyam Documents as mentioned in RFQ shall be furnished along with offer).	
	VENDOR STATUS (B)	whether owned by SC / ST Entrepreneurs: (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer).	
	VENDOR STATUS (C.)	whether owned by Women Entrepreneurs: (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer).	
26	DESPATCH CLEARANCE	Supplier has to submit the following documents for Dispatch Clearance: (1) Applicable Reports (2) Guarantee / Warranty Certificate. <u>NOTE: Supplier has to take dispatch Clearance from BHEL-HPVP before dispatching the Materials from your end.</u>	
27	FORCE MAJEURE	The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Civil Commotion, Riot, Government Restrictions, strikes / lock outs. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any, provided by BHEL.	
28	Make in India local content declaration	Vendor has to submit duly signed & stamped copy of enclosed "Declaration of Local Content by Local supplier" format as per guidelines.	
29	Tender Check List	Vendor has to submit duly signed & stamped copy of enclosed "Tender Check List" format as per guidelines.	
30	No Deviation Undertaking	Vendor has to submit duly signed & stamped copy of enclosed "No Deviation Undertaking" format as per guidelines.	
<p><i>The above format shall be completely filled, deviation if any, shall be clearly spelt out. The clauses which are not applicable, shall be mentioned as "Not Applicable". No clauses should be left blank under the column of supplier's comments without addressing. Non-filling of supplier's comments (column) may lead to rejection of offer. If there is any difference (against the clause accepted or confirmed) between the offer and the filled up commercial terms and conditions sheet, the latter only shall prevail in evaluation.</i></p> <p><i>The vendor should categorically indicate confirmation of all the points of Technically Delivery Conditions and Commercial Terms & Conditions with signature and seal at the bottom of each page, and submit the same along with Un-priced Technical Bid.</i></p> <p><i>Offer of those who do not confirm compliance of all terms and condition are likely to be rejected. BHEL-HPVP reserves the right to cancel the enquiry/tender at any stage without assigning any reasons thereof. And BHEL-HPVP reserves the right to reject or accept one or any offer without assigning any reason.</i></p> <p><i>BHEL-HPVP reserves the right to negotiate and re-float the enquiry / tender, if the lowest price offered is not competitive enough.</i></p>			

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ANNEXURE - B

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SPECIAL TERMS AND CONDITIONS
FOR THE SUPPLY OF PHYSIOTHERAPY EQUIPMENT AND HOSPITAL BEDS

1. Vendor shall submit a duly filled with categorical confirmation of Commercial Terms & Conditions (CTC) as per enclosed ANNEXURE-A along with TDC, QP (if applicable) & Drawings (if applicable). The offers of those vendors who do not comply with all the Clauses of CTC, TDC, QP (if applicable) & Drawings (if applicable) in total are likely to be rejected. Documents submitted along with the offer shall be signed and stamped on each page by an authorised representative of the vendor as an acceptance to the terms & conditions.

2. **Inspection:** By BHEL on receipt of materials at HPVP, Visakhapatnam Hospital. (Inspection Charges are in BHEL's Scope).

Supplier needs to submit documents pertaining to items covered in the Unpriced Bid enclosed to the NIC Tender to BHEL-HPVP for obtaining material dispatch clearance.

BHEL representative from HPVP Unit or Corporate Quality shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.

3. **Technical Delivery Conditions (TDC):** All the items are to be supplied as per SPECIFICATION & TDC mentioned in the (Unpriced Bid).

Vendor shall categorically submit all the enquiry documents i.e., Commercial Terms & Conditions, Special Terms & Conditions, TDC & Drawings (if applicable) etc., by all means confirming each point by endorsing and stamped undertaking on each page by an authorised representative of the bidder as a token acceptance of the same.

4. **PRE-QUALIFICATION CRITERIA / MAKE / MANUFACTURER:**

- a. Bidder shall have supplied, installed and commissioned the listed Physiotherapy Equipment and Hospital Beds in any State / Central Govt Institutes or PSUs.
- b. Vendor shall submit PO Copy, Invoice Copy, Proof of Delivery of same PO.

5. **Non-Registered vendors of BHEL, HPVP are to submit the following documents for creation of vendor code in our SAP, upon finalization of tender:**

- a) Financial Standing thru latest I.T.C.C. and Annual Report (Balance sheet, Profit & Loss account) of last 3 fiscal years.
- b) PAN, GST Details.

6. **Price Evaluation:**

The Price shall be evaluated on Total Landed Cost basis (Total cost to BHEL) against all items as a Total Package. Landed cost shall be worked w.r.t the price quoted including P&F charges, Testing & Inspection charges, Freight, Transit Insurance, loading on Deviations, Customs duty, loading as per customs notifications and GST after taking out Input Tax Credit as applicable.

The Price Evaluation shall be worked out on PACKAGE BASIS (Total Landed Cost less GST to BHEL-HPVP) against all the enquired items. Quantity is Non-Splittable.

- a) The comparative statement of price shall be prepared based on the reference date and the same will remain firm throughout the enquiry period. Any change in duty and tax structure during the execution of contract will not be considered for the re-ranking of vendors.
- b) The lowest price bid received against BHEL-HPVP tender need not to be the commercially lowest (L1) price bid. BHEL-HPVP always reserves the right to negotiate the same.
- c) BHEL-HPVP always reserves the right/option to REFLOAT the tender, if L1 price bid is not deemed to be the lowest acceptable price.
- d) Import offers shall be evaluated based on the consideration of Exchange rates (TT selling rate of SBI) that is

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prevailing on the date of Technical Bid opening. If the date of Technical bid opening happens to be a bank holiday or no forex, then the forex rate that was prevailing on previous bank (SBI) working day shall be considered.

- e) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

7. GST Clauses:

- The bidder to specify in their offer (Part-1 Bid) w.r.t the category of their registration under GST like Registered, Unregistered or Composite Dealer.
- The provisional GST registration number of Bharat Heavy Electrical Ltd., Heavy Plates and Vessels Plant, Visakhapatnam is "37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".
- No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- Supplier shall mention their GSTIN registration number(GSTIN) in all the invoices and invoices shall be in the format as specified/prescribed under GST Laws. Invoices shall necessarily contain Invoice No. (in case of multiple numbering system is being followed for billing like SAP Invoice No., Commercial Invoice No., etc., then the Invoice No. which is linked/uploaded in GSTN Network shall be explicitly indicated), item description as per P.O., Quantity, Rate, Value, Applicable Taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code etc.
- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature) / SAC code (Services Accounting Code).
- The bidder shall clearly indicate HSN (Harmonized System of Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in their techno-commercial bid.
- In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
- In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.
- Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL due to fault / noncompliance by the vendor will be to the vendor's account.
- Indigenous suppliers need to fill the details in Annexure- D and submit the supporting documents along with their offer without fail.
- GST TDS is applicable as per rules.

8. SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE) – APPLICABLE FOR INDIGENOUS MANUFACTURER ONLY:

- As per Public Procurement Policy Gazette Notification by the Government of India. In tenders, participating Micro & Small Enterprises (MSE) quote price within price band of L1+15%, such MSE shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro & Small Enterprise and such Micro & Small Enterprise shall be allowed to supply up to 25% of total tendered value. In case of more than one such Micro & Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- Special provision for Micro and Small Enterprises owned by women: Out of 25% tendered quantity reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.
- Special provision for Micro and Small Enterprises owned by SC or ST: Out of 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
- MSE Suppliers can avail the intended benefits only upon submission of supporting documents along with offer i.e. attested copies of either EM II certificate having deemed validity (five Years from the date of issue of acknowledgement in EM-II) OR valid NSIC certificate OR EM II certificate along with attested copy of a CA certificate (as per enclosed format Annexure - C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited), Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such

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documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable to this enquiry if any deficiency (in the above required documents) is found due to non-submission before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer. This provision for MSE will be applicable subject to the condition that, the participating MSE meet the tender requirement.

- v. All Micro and Small Enterprises (MSE's) who are having Udyog Aadhaar Memorandum shall also be provided in order to avail all the benefits applicable for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSE), order 2012. MSME Vendors to specify clearly their UAN – Number.
 - vi. In case 2 (two) or more MSE vendors quote the price within price band of L1+15%, purchase order will be placed on the MSE vendor who quoted lowest price, subject to the acceptance of L1 price.
 - vii. MSE Suppliers shall declare the Udyog Aadhaar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSE's order 2012 for tenders invited electronically through CPPP.
 - viii. In case of any change in the MSE status of bidder, it shall be the responsibility of bidder to notify the same as a part of the bid document. If it comes to the knowledge of BHEL at a later date/stage, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
9. BHEL always reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL always reserves the right to reject or accept one or any offer without assigning any reason.
10. **BHEL Fraud Prevention Policy:**
The Bidder 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.
11. In case of an agent submitting bid on behalf of a Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. BHEL reserves the right to reject such bids.
12. No overdue interest will be payable by BHEL to either supplier or his bankers.
13. All Bank Charges bearable to Vendor account only.
14. **Linking up of Old issues:** In case if you have any outstanding problems with earlier supplies, you should not linkup against this enquiry or P.O. at later stages.
15. **Packing:** Items shall be packed as per the requirements of Roadworthy / Seaworthy Packing according to TDC.
16. **GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:**
The offers of the bidders who are under suspension and also the offers of the bidders, those who engage the services of the banned firms, shall be liable to rejection. The list of banned firms is available on BHEL website <http://www.bhel.com>.
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
 - 1.1 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.
 - 1.2 Commitment by Bidder/ Supplier/ Contractor:
 - 1.2.1 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

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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.

- 1.2.2 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.
- 1.2.3 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.
- 1.2.4 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

17. Preference to Make in India:

For current tender/enquiry, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable, even if issued after floating this NIT and before finalization of contract / P.O. / W.O. against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, the same shall be applicable.

18. Declaration of Local Content by Local Supplier:

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

19. The tender completed in all respects shall be submitted within the stipulated due date duly. BHEL-HPVP is not responsible for any delays in submission of offers. Offers received in any other form will not be accepted.

<u>TENDER CHECK LIST</u>			
SCOPE DESCRIPTION : Supply of Physiotherary Equipment and Hospital Beds			
BHEL ENQUIRY NO : H012400174			
PROJECT : Capex			
Note : Vendor shall confirm following tender conditions by filling the rows under Supplier Confirmation and specifying supporting document reference at Remarks Column. In case of any deviation , vendor may comment at Remarks with proper supporting documents.			
SL NO	TENDER CONDITIONS	SUPPLIER CONFIRMATION	REMARKS
1	Vendor to confirm that all items are quoted as per Scope of Supply at Annexure-A provided in the tender document.		
2	Vendor to confirm that all items are quoted as per Quality plan provided in the tender document.(if applicable)		
3	Vendor to confirm that all items are quoted as per MII Clause. Local content percentage to be mentioned in supplier column and supporting document to be provided.		
4	Vendor to mention whether MSME-Micro/Small/Medium or Non-MSE under supplier column. (Required supporting document i.e UDYAM Certificate is to be provided)		
5	Vendor to accept Payment terms as per tender requirement.		
6	Vendor to accept Delivery period / location as per tender requirement.		
7	Vendor to accept Bid Evaluation clause as per tender requirement.(Supporting documents to be provided as per Bid Eligibility criteria)		
8	Vendor to accept all other terms and conditions specified in Bid Document .		
9	Vendor shall provide GSTIN No. in the box and attach details with supporting documents.		
10	Vendor shall provide RTGS format duly signed and stamped by Bank Authority		
11	Vendor shall provide contact details (Phone No.s and Email ID's) for Technical and Commercial correspondance in the supplier confirmation box		
12	Vendor shall provide No Deviation Certificate duly signed and stamped. In case of any deviations (Technical & commercial) , vendor may provide deviation sheet with reference at Remarks coloum		
Note : Vendor to be submit above Checklist duly signed and stamped below. Please note that offer shall be considered for Evaluation only upon submission of this document. Having signed this document, vendor agrees that he has gone through the complete tender document and accepted all the terms as indicated in the check list above.			

(SIGNATURE OF THE VENDOR WITH STAMP)

COMPLIANCE / NO DEVIATION CERTIFICATE
Supply of Physiotherapy Equipment and Hospital Beds (H012400174)

Price Quoted on the GEM Portal is Final. If any deviation is sought with Financial Implication, Offer of the Vendor will be summarily rejected.

I.	<u>Technical Deviations if any :</u> Deviations mentioned elsewhere in your offer will not be considered. If no deviation, "Nil" shall be mentioned.			
	SI No	Specification/TDC/QP NO	Clause No	Description of Deviation
II.	<u>Commercial Deviations if any :</u> Deviations mentioned elsewhere in your offer will not be considered. If no deviation, "Nil" shall be mentioned.			
	SI No	Commercial Deviation	Clause No	Description of Deviation
III.	<u>Compliance / No Deviation Certificate :</u> We fully comply with all the Specifications, TDC(s), Drawings, QP(s) mentioned in the Unpriced Bid / GEM Enquiry and we have not taken any Technical / Commercial Deviations. <div style="text-align: right;">(Signature of the vendor with stamp)</div>			

*(To be submitted In the company letter head by supplier)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s ----- (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows: _____

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....