



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No. AA: GAX: 20: PR: 107a

Dated: 18.07.2020

Sub: Tender for Supply & Installation of 03 no. ICU Ventilators

Bharat Heavy Electricals Ltd. (BHEL) would procure the ventilators (03 no.) as per specifications enclosed at **Annexure-1** which shall be supplied to different locations as per **Annexure 9**.

Please submit your quotation for the above requirement in **2 part bid** which should reach us on or before the due date i.e. **23.07.2020 by 03:00 PM on email id - corp_admin@bhel.in**. The Techno-Commercial bid shall be opened on the same day at **03:30 PM**. You are requested to submit your most competitive rates along with all tender documents duly signed and stamped on each page.

The following documents are enclosed alongwith this tender.

SN	Description / instructions
1.	a) Technical Specifications (Annexure-"1") b) Special Terms & Conditions / Specifications (Annexure-"2"). c) General Terms & Conditions (Annexure-"3"). d) Pre-qualifying requirements and Documents required (Annexure-"4"). e) Price Bid Format (Annexure-"5") f) Acceptance letter/deviation statement (Annexure-"6"). g) Bidder's Detail (Annexure-"7") h) Declaration reg. Non banning (Annexure-"8"). i) Delivery Location (Annexure – "9") j) Un Price Bid Format (Annexure – "10")
2.	IMPORTANT INSTRUCTIONS: 1. Vendors must go through all these Annexure before submitting the bid. 2. The prices must be quoted in the enclosed Price Format only. 3. Price Bids will be opened of the technically & commercially acceptable bidders.

For & on behalf of BHEL

(Manish Bhaskar)

Dy. Manager (HR-GAX & ISMG)

011-66337439

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Technical Specifications of Ventilator

1. Advanced technology critical care ventilator for use in ICU/CCU/Telemedicine center, suitable for ventilating all categories of patients from paediatric to adults.
2. Should have Ideal Body weight setting for fast ventilation
3. Ventilation modes:
 - a. Paediatric mode.
 - b. Controlled mode – CMV-VC & CMV-PC.
 - c. Asst. Controlled mode – Assist-VC & Assist-PC.
 - d. Pressure Controlled Ventilation.
 - e. Synchronized Intermittent-Mandatory Ventilation- SIMV-VC/PS & SIMV-PC/PS
 - f. Facility for BIPAP – Bi-NIV-TS
 - g. Continuous positive airway pressure (CPAP) & positive end-expiratory pressure (PEEP) – SPON-CPAP/PS
 - h. Facility for Non-invasive ventilation (NIV)
 - i. Plateau Facility Machine
4. Should be able to monitor and measure the following parameters:
 - a. Tidal volume (20 ml - 2000 ml) [For Adult 300-2000 cc & for paediatric 30-300 cc]
 - b. Inspiration time (0.2 – 4.0 sec)
 - c. Ventilation rate (upto 120 bpm)
 - d. Peak flow (up to 150 lit/min)
 - e. Flow trigger, Pressure trigger
 - f. PEEP/CPAP (upto 35 cmH₂O)
 - g. Peak inspiration pressure (70 to 90 cmH₂O)
 - h. Oxygen concentration (21 – 100 %)
 - i. Mean airway pressure
 - j. Inspiration/Expiration ratio – 4:1 to 1:4
5. Features:
 - a. Ventilator should have tiltable and rotatable LCD/ TFT color graphic display with screen lock facility- Internal Display of 5.5 inches or more and External Display of 18.5 inches or more
 - b. Monitor should display for real time simultaneous display of two waveforms. Should display minimum 3 graphs and 3 loops and may not simultaneously
 - c. Backup mode for apnea
 - d. Monitoring of both patient and set values should be possible
 - e. Direct access to vital settings
 - f. PEEP valve should be built in
 - g. Patient circuit should have a separate inspiratory and expiratory limb
 - h. Machine should have integrated port for jet nebulization with setting duration of nebulization time





- i. Gas delivery system by sound less inbuilt compressor / external integrated quiet compressor with the unit
 - j. In case of compressor failure, it should also be operable with compressed air/oxygen supply of 45 to 60 psi.
 - k. Ventilator should have Inbuilt battery with around 60 - 90 minutes' backup.
6. The equipment should be supplied with following parts/Accessories:
- a. Trolley, Humidifier bracket, tube-holder arm, Jet nebulizer 1-complete set, Humidifier - 1 no., Compressor mounted on trolley
 - b. Hose for O2 connection with connector – 3.0 mts.to 5.0 mts
 - c. Hose for compressed air with connector – 3.0 mts.to 5.0 mts
 - d. Test lung 1 no. – 1 ltr
 - e. Face and Nasal Mask for NIV - 10 sets of disposable face and nasal masks each/ one number of reusable face and nasal masks each of medium size.
 - f. One set of autoclavable breathing circuits, one each for adult and pediatric patients should be supplied with the system
 - g. Instruction mannul for use
 - h. It should be US-FDA or CE (Conformité Européenne) certified or applicable IEC standard.





Special Terms & Conditions:

1. The material shall be supplied strictly in accordance with the **technical specifications** enclosed at **Annexure-1**.
2. *The bidders are required to submit their bid (two parts) on email id - corp_admin@bhel.in by due date and time as mentioned above.*

Part-I: Techno- Commercial bid should contain all relevant documents as mentioned at Annexure-4 except Price Bid (Part-II).

Part-II: Price bid submitted on email should be password protected and the password should be communicated after fixed time and date which shall be communicated separately.

Quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/documents from the bidder. Otherwise, the bid is liable to be rejected.

3. Delayed tenders are liable to be rejected.
4. **Deviations**, if any, shall be listed out separately as per **Annexure "6"** which may or may not be accepted by BHEL. Deviations mentioned anywhere else other than Annexure 6 shall not be considered.
5. **No cartage / transportation / freight charges shall be paid by us separately other than what is mentioned by bidder on their Price Bid (Annexure 5) against row no. "D"**
6. The successful bidder shall supply the material as per technical specifications. Item, if found of inferior quality, will be rejected by us and the same will be replaced free of cost. No payment shall be made against rejected / defective supply. The successful bidder shall supply the brand new items.
7. **Delivery Period & Liquidated Damages:** The material should be supplied and successfully installed within 30 days from the date of issue of our order, failing which LD shall be applicable @ 0.5% per day of delayed supply & successful installation (all inclusive) subject to maximum of 10% of the same.
8. The offers 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 banned firms is available on BHEL website (www.bhel.com).
9. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening/ Reverse auction shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.





10. PAYMENT TERMS:

- a. 100% payment shall be made with-in **30 days** on successful supply & installation of material and is acceptable to BHEL in line with tender terms/conditions & specification along with GST compliant invoice and other relevant documents if any. No other payment term shall be acceptable to BHEL.
- b. 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.
- c. No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

11. TAXES & DUTIES

- a) 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.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor along with the Purchase order.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g) 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.
- h) 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.

12. Warranty: Warranty of all items should be 1 year or as provided by manufacturer.





General Terms & Conditions

(1) TERMINATION OF CONTRACT:

BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or the schedule is not strictly adhered to.

(2) SELECTION PROCESS:

(a) The part-I (Technical bid) will be opened first to ascertain PQR and submission of other documents required as per tender requirements. Subject to submission of the required documents and fulfilling PQR Criteria stipulated in the tender, the bidders shall become techno-commercially qualified for opening of their Price Bids or to participate in Reverse Auction.

(b) In Part-II bid, Reverse auction (RA) shall be conducted between techno-commercially qualified Bidders. Opening of paper bid may be opted in place of RA based upon the discretion of BHEL.

(3) EVALUATION:

Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-5) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.

Evaluation shall be done on the basis of "Grand Total (all inclusive)" based on rates quoted by bidder. Calculation of "Grand Total (all inclusive)" will be done by BHEL.

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

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, 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.

(4) DISCREPANCIES & ADJUSTMENT OF ERRORS:

Price must be mentioned in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other. **In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order** and no objection would be entertained by BHEL in this regard. Similarly, **if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case** (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.





(5) ARBITRATION:

- (a) In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).
- (b) Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
- (c) 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 of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

- (d) Notwithstanding any disputes between the parties, the agency shall not entitled to withhold, delay or defer his obligation, under the contract, and same shall be carried out strictly in accordance with the terms and conditions of the contract.

(6) JURISDICTION:

The law applicable to this contract shall be the laws in force in India. The courts in Delhi shall have exclusive jurisdiction in all matters arising under and on account of this contract.

(7) RISK & COST:

If the agency does not work in full or part thereof at the stipulated time, the same will be got done by BHEL at the risk & cost of the agency.

(8) 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 hhhhsuch terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services 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.

Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

(9) Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 (format enclosed as Annexure-L) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.





- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.





(1) PRE QUALIFYING CRITERIA:

- a) The bidder should have the experience of Similar order executed to PSUs / Centre or State Govt. / Other reputed private companies / Hospitals. At least one order executed during the last 02 years ending on 30.06.2020. (Purchase Orders to be attached should be duly signed and stamped by the bidder)
- b) PAN card.
- c) GST registration.
- d) Average turnover of Rs. 4.61 Lakhs or more Per Annum for last 3 financial Years (2016-17, 2017-18 & 2018-19).
- e) QUALIFYING PROVISIONS FOR STARTUPS: Norms for Startups Medium Enterprises in Public Procurement shall relaxed be in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

(2) List of documents (duly signed and stamped) to be submitted as part of techno-commercial bid are as follows.

- a) PO in line with S.No. 1(a) of Annexure 4
- b) Copy of PAN card (duly signed and stamped).
- c) Copy of GST registration (duly signed and stamped).
- d) Copy of balance Sheet and Profit & Loss Account of FY 2016-17, 2017-18 & 2018-19 duly audited by CA.
- e) Copy of ITR for FY 2016-17, 2017-18 & 2018-19 (i.e. AY 2017-18, 2018-19 & 2019-20).
- f) Duly signed and stamped complete set of tender documents along with all the annexures / documents.
- g) Un-price bid stating for which item(s) bidder has quoted. If bidder has quoted for all items, then "Q" should be mentioned in un-price bid format (annexure 10). Kindly note the prices are to be mentioned in price bid format and that is separate from un-price bid.
- h) Copy of MSME certificate, if any.
- i) Copy of Startup Certificate, if any.
- j) Copy of Brouchers / Technical Specifications of items to be supplied. Make and model of the item offered should be clearly mentioned on Brouchers / Technical Specifications. If the same is not mentioned, then the bidder must write the same on their letterhead.
- k) Certificate as mentioned at S.No.6 (h) of Annexure 1 for the same make and model as offered by bidder.
- l) Conformity to all the technical specifications mentioned at Annexure 1.

Note: Password protected price bid should not be part of technical bid and the same should be submitted as a separate document





Annexure- "5"

Part-II Bid (Price Bid Format)

S.No.	Description	Tentative Quantity	Rate per unit, excl. GST (in Rs.)	Rate per unit, excl. GST (in words.)	Applicable GST in %	Applicable GST in words	Total as per tentative requirement, including GST (in Rs.)
1	2	3	4	5	6	7	$8 = \{(4 \times 3) + 6 \times (4 \times 3)\}$
A	Supply of Ventilator in line with specifications attached at Annexure 1	3					To Be Calculated by BHEL
B	Additional wiring &/or equipment cost (per unit), if any	3					To Be Calculated by BHEL
C	Installation charges	3					To Be Calculated by BHEL
D	Freight charges	3					To Be Calculated by BHEL
E	Grand Total (all inclusive)						To Be Calculated by BHEL

Signature

With Name, Designation & seal of the firm

Note:

- 1) Bidder must submit the price bid in password protected pdf format only.
- 2) For delivery locations of above items, refer Annexure – "g"
- 3) The bidder needs to quote rate of unit quantity and applicable GST in front of respective item (both in numerals as well as words in respective columns). The amount arrived (based on unit rate, Qty & GST) will be calculated by BHEL.





No Deviation Certificate

(To submit in Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which is 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:PR:107a dated 18.07.2020. 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





Annexure-"7"

Details of the bidder

Sl. No.	Description	Details (to be filled by bidder)
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile No. of Contact Person	
5	Land Line No., if any	
6	FAX No., if any	
7	E-mail ID of the bidder	
8	PAN No.	
9	GST No.	

Signature

With Name, Designation & seal of the firm





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Bharat Heavy Electricals Limited

Annexure-"8"

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court.

Signature
With name, Designation & seal of the firm





Delivery Location

S.No	Location	Qty	Consignee address
1	Hardwar	1	BHEL, Ranipur, Hardwar, Uttrakhand-249403
2	Hyderabad	1	BHEL, Ramachandrapuram, Hyderabad-502032
3	Tiruchirappalli	1	BHEL, Tiruchirappalli - 620014
	Total	3	





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Bharat Heavy Electricals Limited

Annexure-"10"

Un-Price Bid Format

(This annexure is to be filled by the bidder by mentioning "Q" in respective columns where prices are quoted by them in price-bid format)

S.No.	Description	Tentative Quantity	Rate per unit, excl. GST(in Rs.)	Rate per unit, excl. GST(in words.)	Applicable GST in %	Applicable GST in words	Total as per tentative requirement, including GST (in Rs.)
1	2	3	4	5	6	7	$8=\{(4 \times 3)+6 \times (4 \times 3)\}$
A	Supply of Ventilator in line with specifications attached at Annexure 1	3					To Be Calculated by BHEL
B	Additional wiring &/or equipment cost (per unit), if any	3					To Be Calculated by BHEL
C	Installation charges	3					To Be Calculated by BHEL
D	Freight charges	3					To Be Calculated by BHEL
E	Grand Total (all inclusive)						To Be Calculated by BHEL

Signature

With Name, Designation & seal of the firm

Note:

Bidder must write "Q" against item for which they are quoting.

