

NOTICE INVITING TENDER

ENQ# T7I1T33309

For Supply of Smart Ventilator





NOTICE INVITING TENDER

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NOTICE INVITING TENDER

DEFINITIONS & GENERAL NOTES

Throughout the NIT documents including the covering letter or email, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

1. **NIT or Notice Inviting Tender** shall refer to any invitation for submission of offer for procurement of goods or services by BHEL. It may also be referred as **Request for Quotation** or **RFQ** or **Purchase Enquiry** or **Enquiry**. All documents accompanying the NIT shall be referred as NIT Documents. All addenda/ corrigenda to the invitation published subsequently by BHEL shall also form part of NIT.
2. **Tender** shall mean offer submitted in response to Notice Inviting Tender (NIT)/ Request For Quotation (RFQ).
3. **Owner** shall mean the **Customer** or **Client** for whose requirement the enquiry is issued by the Purchaser and shall include the Owner's successors and assigns as well as authorised officer(s)/ representative(s).
4. **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and acting through its **Projects Engineering & Systems Division (PE&SD)**, PE&SD Building, Ramachandrapuram, Hyderabad – 502032 (Telangana) which expression shall include its successors and assigns. Purchaser may also be referred to as **BHEL/ Vendee/ Buyer**.
5. **Executive Director/ General Manager** shall mean the officer in administrative charge of BHEL - PE&SD, Hyderabad.
6. **Bidder** shall mean the Firm/ Company/ Organization which quotes against the Notice Inviting Tender issued by Purchaser. Bidder may also be referred as **Tenderer** or **Vendor**.
7. **Seller/ Contractor** shall mean the person/ Firm/ Company/ Organization with whom the Order/ Contract is made and shall be deemed to include its successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. Seller may also be referred as **Supplier** or **Vendor**.
8. **Purchase Officer** shall mean the official who signs the Order/ Contract on behalf of Purchaser.
9. **Engineer** shall mean the authorized officer of Purchaser to act as the engineer on its behalf for the purpose of the Order/ Contract.
10. **Consignee** shall mean the authorised representative or officer of the Customer/ Purchaser to whom the plant, equipment, and materials are required to be delivered in the manner indicated in the Contract.
11. **Letter of Intent/ Purchaser Order** shall mean BHEL's letter or notification conveying their acceptance of the Tender subject to such conditions as may have been stated therein.
12. **Order/ Contract** shall mean and include the Purchase Order/ Framework Agreement along with tender/ offer submitted by the Seller, letter of intent/ acceptance/ award of the Purchaser, the bidding conditions, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection/ Quality Plan, Schedule of Prices and Quantities, Drawings, form of tender, covering letters, if any enclosed or to be provided by the Buyer or his authorized nominee, Integrity Pact (if applicable), the samples or patterns if any to be provided under the provisions of the Contract, and subsequent amendments mutually agreed upon. Any conditions or terms stipulated by the bidder in the tender/offer or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL.
13. **Parties to the Contract** shall mean the Seller and the Buyer as named in the main body of the Purchase Order.
14. **Contract Price** shall mean the agreed sum of money stated in the Contract to be paid to the Contractor for the successful fulfilment of the Works in accordance with the terms of the Contract.
15. **Work/ Works/ Goods/Plant/ Equipment/ Stores** shall mean the portion of the work which includes permanent equipment, machinery, apparatus, materials, articles, civil works, structural works, architectural works and things of all kinds to be provided by Seller/ Contractor as per Order/ Contract.
16. **Services** shall mean furnishing of labour and services as per specifications and supervision of complete erection, testing and putting equipment and materials to be supplied into satisfactory operation, supervision of inland transportation, loading and unloading and storage at the site as defined in the Contract.
17. **Approved/ Approval** shall mean as approved by or approval of competent authority of the Purchaser/ Owner.
18. **Warranty Period** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the goods supplied, works done, and services rendered under the Contract.
19. **Final Acceptances** mean the Purchaser's and/or Owner's acceptance of the work plant completed in every respect as per terms of the Contract on expiry of the Warranty/ Guarantee/ maintenance period.
20. **Day** or **Days** unless otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. **Week** shall mean continuous period of seven (7) days. **Month** shall mean calendar month.
21. The words incorporating singular shall include plural and vice-versa, the words incorporating masculine gender shall include feminine gender and vice-versa, and the words incorporating persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.
22. Wherever in this document term 'time' and 'date' has been referred, it implies **Indian Standard Time and Date**.
23. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the latest edition of Indian Sale of Goods Act/ Indian Contracts Act as applicable.
24. The headings in NIT Documents are solely for facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.



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GENERAL CONDITIONS OF CONTRACT

SL. NO.	DESCRIPTION
1	Online bids are invited by BHEL – PE&SD on two-part bid system for Supply of “Smart Ventilators”.
2	Bid documents may be downloaded from BHEL’s website: www.bhel.com , BHEL’s e-procurement website: bhel.abcpocure.com/EPROC/ , and CPPP site www.eprocure.gov.in/eprocure/app .
3	Bidders shall participate in BHEL’s enquiries through its online Enterprise Procurement System (EPS) only, unless otherwise specified in NIT or its accompanying covering letter/e-mail. EPS can be accessed through the following link: https://bhel.abcpocure.com/EPROC/ .
4	It is obligatory on part of the Bidder to familiarize himself with all terms and guidelines for participating in the online tendering event, details of which are available at EPS homepage. The bidder shall be responsible for arranging all resources required for participating in online tendering event, which include a PC with internet connectivity and a valid Class-II or Class-III Digital Signature Certificate (DSC). Details of minimum resources required are available at EPS homepage.
5	Tendering through Enterprise Procurement System (EPS): Tenders shall be submitted in Two parts (unless otherwise specified in NIT) on or before the Due Date and time indicated in the NIT/ RFQ and subsequent intimations on extensions, if any. PART – I: Techno-Commercial Bid: This part shall comprise of Declaration of Acceptance of Techno-Commercial Terms, Technical Offer, Unpriced copy of Price Bid, PQR documents (if applicable), Integrity Pact (if applicable) and any other documents as specified in NIT. PART – II: Price Bid: Prices are to be quoted in the Price Bid Form available in EPS. Attachments containing prices submitted along with tender shall not be considered for evaluation, while the same may be considered for award, if found lower. The price should be quoted for the unit of measurement indicated in the e-tender document. Any deviation from the prescribed Price Bid Format will make the bid liable to be invalid. Offers are liable to be rejected for changes made by bidders in the Price Schedule, except those specified in the unpriced bid and accepted by Purchaser. Bids of Indian supplier shall be in Indian Rupees only. Bids of foreign suppliers shall preferably be in currency of the country of origin and on C&F basis. <i>It is the responsibility of Bidder to go through the NIT documents to ensure furnishing all required documents in addition to above, if any.</i>
6	The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration Certificate and other documents as mentioned elsewhere in this document. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc. shall also be furnished.
7	The bid documents shall not be tampered/ modified in any manner. In case if the same is found to be tempered/modified in any manner, the bid shall be summarily rejected.
8	Rates should be quoted inclusive of packing, forwarding, postage, and transportation charges etc.
9	Comprehensive warranty/guarantee shall be applicable to the supplied goods as per Contract terms.
10	Authority for Tender Signing: A person signing the tender or any other document in respect of Order/ Contract on behalf of the Bidder, without disclosing his authority to do so shall be deemed to warrant that he has the authority to bind the Bidder. If it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy, cancel the Order/ Contract and make or authorize the purchase of the goods at the risk and cost of such Bidder and hold such Bidder liable to Purchaser for all costs and damages arising from cancellation of the Order/ Contract including any loss which Purchaser may sustain on account of such purchase.
11	Price Impact: Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.
12	Validity of Offer: Quotations should be valid for 30 days from the date of Part-1 Bid opening. If revised price bid/ price impact is asked by BHEL, the validity of the same shall be 15 days from the date of price bid opening or 60 days from Part-I opening, whichever is later.
13	Price Bid Opening: Part-2 Bids shall be opened for bidders who meet PQC (Pre-Qualification Criteria is specified elsewhere in this document) and are techno-commercially qualified. Such bidders shall receive automated notification from the EPS portal intimating them about scheduled date and time for Part-2 Bid opening. Bidders may visit the website to view the results. No correspondence shall be entertained from the Bidders after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing. Purchaser may negotiate the prices with L1 bidder after price bid opening.



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14	Explanation: In case the supplier requires any elucidation regarding the tender documents, he may contact the Purchase Officer through e-mail on or before the bid submission due date.
15	Time is the Essence of Contract: The time and date of material supply completion stipulated in the contract Documents shall be deemed to be the essence of the Contract. The Contractor shall so organise their resources and perform so as to complete the work not later than the aforesaid date of completion. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work or organize his resources to enable delivery of supplies within the stipulated time, the Purchaser at their sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with the Purchaser will stand forfeited without any further reference to the contractor, without prejudice to any and all of the Purchaser's other rights and remedies in this regard.
16	Award of Contract: The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid the lowest evaluated quotation price. a. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract. b. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order. Seller/ Contractor should acknowledge and accept the LOA/ Purchase Order issued by Purchaser within three (3) days of its receipt.
17	Right of Acceptance/ Non-placement of PO and Other Conditions: The Purchaser reserves the right to accept or reject any or all tenders/quotations at any stage after opening of bids, including of those tenderers who fail to comply with the instructions, in full or part without assigning any reason there of and does not bind itself to accept the lowest quotation or any tender. The Purchaser reserves to itself full rights for the following without assigning any reasons whatsoever: (a) to reject any or all the tenders; (b) to split the work amongst two or more Bidders; (c) to award the work in part; (d) to increase or decrease the quantities; (e) to reject any commercial or technical deviation given in offer. The Purchaser will not be bound by any power of attorney granted by Bidder or by changes in composition of the firm made subsequent to award of Order/ Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/ Contractor concerned. If Bidder deliberately gives wrong information, Purchaser reserves the right to reject such an offer at any stage or cancel the Order/ Contract, if awarded, and forfeit the security deposit and bank guarantee.
18	Right to call upon information regarding status of contract: The Purchaser will have the right to call upon information regarding status of contract at any point of time.
19	Guarantee/Warranty: Seller/ Contractor shall warrant that the goods supplied shall be free from all defects and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/ Contract specifications. All replacements and repairs during the Guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/ loss/ rejection etc.
20	Right to Reject: The Purchaser/ Consignee reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality. No payment shall be made for rejected Goods. Rejected equipment must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replaced immediately. The replacement material must be delivered at location informed by the Purchaser without any cost to the Purchaser. In the event of the Seller's failure to comply, Buyer may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.
21	Subletting of Contract: The firm shall not assign or sublet the contract or any part of it to any other person or party without having prior permission from the Purchaser who will be at liberty to refuse if he thinks fit.
22	Indemnification: Seller/ Contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/ Contract.
23	Liquidated Damages/ Penalty: Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages/ penalty, a sum equivalent to half (1/2) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the undelivered portion of contract price excluding taxes, whichever payable extra, if the Seller/ Contractor fails to deliver any part of the ordered goods/ Services within the period stipulated in the Order/ Contract. GST applicable on the LD/Penalty shall also be recoverable in addition to the above rates/ceiling. BHEL shall deduct the amount of such compensation from any money due or which may become due to the vendor and/or recover such compensation from the bank guarantees/ security deposit of the vendor. To be entitled to impose such compensation, BHEL will not be required to prove that they have incurred such amount as actual damage. Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the goods due for delivery but not so delivered,



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	or their equivalent without cancelling the Order/ Contract in respect of goods not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser.
24	Customs Duty: Customs Duty element for imported items shall be included in basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser. Contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
25	Direct Tax: Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order / contract, as well as tax liability of the seller/ contractor and his personnel.
26	Goods & Services Tax (GST): The provisions of this clause shall supersede all the references to Taxes & Duties subsumed under GST law, anywhere in the tender documents. The quoted rates shall be exclusive of GST but inclusive of all other taxes, including any Cess or surcharge or levy/tax by whatever name called, imposed under GST law or any other law at any time, for which input credit is not available to BHEL under any interpretation of the law. GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BHEL due any reason attributable to the supplier/bidder. TDS under GST as and when applicable, shall be deducted at prevailing rates. GST as applicable on the LD/Penalty shall also be recoverable in addition to LD/Penalty applicable on delayed supplies. Bidders/Suppliers have to comply with all requirements of the GST law as may be prescribed by the Government from time to time (including provisions related to E-way bills as and when prescribed). In the event of any non-compliance to any of the requirements of the GST law by the supplier/bidder, any consequential financial implication to BHEL, including interest on delayed discharge of BHEL's GST liability, denial of input credit of GST, etc., shall be recoverable from the supplier/bidder.
27	Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the Purchaser shall have the power to terminate the contract without any prior notice.
28	Risk Purchase & Recovery of sums due: In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, the Purchaser reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful bidder. Refer www.bhel.com for Risk Purchase formula and other details. The amount will be recovered from any of his subsequent/ pending bills or Security Deposit. In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.
29	Non-Waiver of Defaults: If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BHEL to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BHEL under this Contract or under law shall not release the seller from any of the warranties or obligations of the order and shall not be construed as a waiver thereof and the same shall continue in full force and effect.
30	Force Majeure: The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/ calendar/ majeure. Notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay 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 in mutual consent with vendor. 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 delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.
31	Settlement of Disputes: In the event of any dispute or difference(s) between the vendee and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, 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 under the Arbitration and Conciliation Act 1996. The decision of the arbitrator shall be final and binding



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on both the parties. 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. All disputes shall be subject to the jurisdiction of Indian courts at Sangareddy/ Hyderabad.

Integrity Pact:

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

1	NAME	SH. ARUN CHANDRA VERMA, IPS (RETD.)
	EMAIL	acverma1@gmail.com
2	NAME	SH VIRENDRA BAHADUR SINGH, IPS (RETD.)
	EMAIL	vbsinghips@gmail.com

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- (b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- (c) Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.
- (d) For all clarifications/ issues related to the tender, please contact:
Name: (1) Apūrva Singh (2) M Siva Prasad Babu (3) A V Nagabhushan
Department: Purchase/ PE&SD – BHEL
Address: PE&SD Building, Ground floor, BHEL RC Puram
Phone: (1) 040 2318 3214
Email: apurva@bhel.in, sivaprasadbabu@bhel.in, avnaga@bhel.in



NOTICE INVITING TENDER

SPECIAL CONDITIONS OF CONTRACT

SL. NO.	DESCRIPTION
1	Delivery Instructions: Goods shall be delivered in two lots on FOR (Freight on Road) basis to the named destination(s). The destination shall be intimated by the Purchaser at the time of issuing dispatch clearance. The destination for delivery can be <u>one or more</u> locations within India. LOT-1 shall comprise of 200 ventilators. LOT-2 shall comprise of 300 ventilators. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 3% of Ex-works value unless otherwise mentioned in enquiry.
2	Freight & Insurance Charges: Contractor shall deliver the goods on FOR basis. Transit insurance shall be arranged by the Supplier.
3	Documentation : Seller shall arrange to send to the Purchaser, Excise paid invoice (Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Dispatch Inspection report, Test/ Guaranty/ Warranty certificate / O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order. In case of dispatches from vendor works to named destination(s), material receipt certified by named recipients shall be provided.
4	Delivery Schedule: Delivery Period shall be 4 WEEKS for LOT-1 and 8 WEEKS for LOT-2 from date of P.O. up to material receipt at named destination or one month from the date of dispatch clearance*, whichever is later. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material - Receipt at Site, etc. (*Applicable for cases where material is made ready for dispatch by vendor well within the PO terms & conditions, but dispatch instructions/clearance is not available)
5	Pricing Terms: Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Offers with Price Variation Clause will be not be accepted.
6	Initial Advance: Initial advance is not applicable and will not be considered for this bid/ contract.
7	Guarantee/ Warrantee: Full Guarantee for the performance of the equipment for a period 24 months from the date of dispatch shall be considered. Other terms shall be as per GCC.
	Evaluation Criteria: A) Evaluation shall be done on "Overall – L1" basis based on "total landed cost to BHEL" i.e. FOR cost which is inclusive of Basic Price, Freight, and loading (if any) up to destination. GST shall however be extra and will not considered for evaluation. i Basic Price to be quoted by the supplier shall include <i>Packing & Forwarding charges, and all incidental costs towards applicable taxes (other than GST payable to Govt. of India) and duties.</i> ii As details of delivery locations is not specified, bidders must therefore quote freight as a percentage of the unit rate of supply. iii For purpose of evaluation, the freight %age will be added to the quoted basic price of the main item(s). However, payment for freight shall be made at actuals.
8	B) In case of quotation in foreign currency, evaluation shall be done considering exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. C) Bidders shall be given an opportunity to withdraw the deviations/ furnish clarifications/ documents by appropriate cut-off date. If the bidder does not withdraw his deviation and the deviation is acceptable to BHEL, loading of offers shall be done as per the loading criteria mentioned in this document/ NIT. If no loading criteria is defined for any deviation it will be derived and communicated to the bidder. If the bidder does not withdraw his deviation and the deviation is not acceptable to BHEL, the bid will be liable to be rejected.
	The above requirement shall be considering the finalized technical scope and commercial conditions.
9	Payment Terms: ▪ Eighty percent (80%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis upon delivery of materials to named destination(s) and upon submission of GST Invoices and other required documents listed as per Post-Dispatch Documents List – provided as an Annexure to this document.



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- **Full (100%)** Freight cost shall be paid for each invoice at actuals. However, the payment of freight shall be limited up to the value quoted by the supplier in his offer.
- **Twenty percent (20%)** of the basic price shall be released on pro-rata basis after completion of training and submission 'Final Acceptance Certificate' of goods to be issued by the consignees. The payment shall be subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies not attended by the Supplier or otherwise.
- Amount shall be payable within **45 days** for **MSME** vendors (**75 days** for **non-MSME** vendors) from the date of receipt of last document (as per Post-Dispatch Documents List) received and acknowledged by BHEL. *(Applicable to each invoice.)*

Payment of GST:

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- The GST amount on gross value (basic + freight) of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following:
 - a. the bidder declaring the invoice in his GSTR-1 and
 - b. Confirmation of payment of GST thereon by bidder on GSTN Portal.

Order Splitting:

BHEL reserves the right to award tendered quantities to one or more bidder. BHEL intends to split the order between multiple bidders using the following methodology:

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- (a) Lowest (L1) bidder will be awarded 50% of total requirement.
- (b) L1 bidder's price will be counter offered to the next bidder (L2) in the order of tender rankings. The bidder shall have the option of accepting the same in full or part thereof in intervals of 10% (i.e., 10%, 20%, 30%, etc. as applicable).
- (c) Left out quantity shall be offered to the next bidder in order of tender ranking and under same conditions as specified for L2 Bidder. If more than two bidders exist, the process shall be repeated until the entire quantity has been ordered or number of bidders (limited up to last but one in order of ranking) has been exhausted.
- (d) Each bidder (L2, L3, and so on up to last but one) shall have limited time to furnish their acceptance of BHEL's counteroffer. The time (which shall not be less than 1 working day) will be specified in BHEL's counteroffer. Failure on part of bidder to furnish their acceptance in the specified period shall automatically be deemed as non-acceptance of counteroffer and BHEL shall move on to the next bidder.
- (e) In case, any or all of the balance 50% quantity is left unordered after the execution of steps mentioned at (b) through (d), the same will be offered to L1 bidder, who will have option to accept or refuse this quantity in full or in part as above.

For the purpose of the matching the price of L1 bidder, remaining bidders would have to match their **Basic Price** (which is inclusive of P&F, and all applicable taxes (other than GST) and duties), and **Freight** cost accordingly.

Lot-wise requirement of orders will be proportionately split between the multiple orders.



NOTICE INVITING TENDER

SPECIAL NOTES PERTAINING TO PUBLIC PROCUREMENT

MAKE IN INDIA

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|---|---|
| 1 | For this Procurement , Public Procurement (Preference to Make in India) , Order 2017 dated 15.06.2017 & 28.05.2018, 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of Contract / PO/ WO 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 , same shall be applicable . All Govt. notifications and Nodal Ministries/Departments notifications are published and updated on DPIIT website (https://dipp.gov.in/public-procurements). |
| 2 | Proforma for self-certification for minimum local content and auditor's certification is given in Annexure to this document. |

STARTUPS

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|---|---|
| 1 | For Startups Enterprises, condition of prior turnover and prior experience in Public Procurement may be relaxed solely at the discretion of the Purchaser, subject to meeting of Quality and Technical Specifications. Startups are exempt from paying earnest money deposit. |
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PRE-QUALIFICATION CRITERIA	
TECHNICAL PQC	
1	Bidder shall be Manufacturer or Authorized Distributor/Dealer of Manufacturer (OEM) of Ventilator Equipment.
2	Documentary proofs are required for the following: a) Manufacturers-Manufacturing license b) Authorized distributor/dealer-Authorization letter from original equipment manufacturer (OEM) & OEM's Manufacturing license
3	The bidder must possess valid ISO certificate. Product must be BIS/CE/US FDA/IEC or equivalent certified.
4	Bidder must have supplied their ventilators to Government, corporate or PSU hospitals as registered by Central/State governments in India. The bidder must have successfully executed supply of at least 10 no. of ventilators through a single Purchase Order or multiple Purchase Orders in last 5 years ending on original due date of this tender.
5	Supply references, satisfying the criteria laid down above, shall be provided in a PTR (Past Track record) format attached in NIT with details like Customer, Description (Model No) & Quantity of Items supplied, PO details etc. as a minimum for assessing pre-qualification. PO Copies, Inspection Reports and Dispatch documents shall be enclosed for the references provided.
6	The bidder (OEM also in case of dealer) should not have been under suspension for business or blacklisted by any of the Government/Corporate organizations.
FINANCIAL PQC	
1	Average annual financial turnover of bidder, during the last three financial years, i.e. FY 2016-17, 2017-18, and 2018-19 should not be less than INR 3 Crores (or) equivalent in foreign currency. Audited financial statement (Audited Balance sheet & Profit & Loss Account) have to be submitted for all the three years as indicated above. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by chartered accountant. Other income shall not be considered for arriving at annual financial turnover/sales.
2	Incase audited Financial statements have not been submitted for any of three years as indicated against A above, then the applicable audited statements submitted by bidders against the requisite three years, will be averaged for three years i.e. total divided by three. However, audited financial statement for FY 2018-19 is necessarily required to be submitted for determining net worth.
3	Bidder has to submit copies of GSTIN registration, PAN card, Income tax returns (ITR-V).
4	In case of foreign bidders, in addition to documents in support of above (as applicable), they shall also provide business information report / credit rating report incorporating the rating of the company by international credit rating agencies viz. Dun & Bradstreet etc. along with technical offer. Such ratings reports shall not be older than 1 year from the date of submission of offer. Agency agreement needs to be submitted by foreign bidder in case of associating with an Indian entity. For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two-part bid) shall be considered.
GENERAL	
1	Bidder shall submit requisite documents, to comply with aforesaid criteria, properly indexed, along with offer.
2	After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
3	Bidders should have technological capability for communication/ transmit through electronic media.
4	Mere submission of above documents does not entitle bidders for order placement/ enlistment as registered vendor/ issue of further tenders in future; the documents shall be subject to BHEL's scrutiny and physical verification of facilities, if required.
5	The offers of the bidders who are under suspension by BHEL as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com .
6	Pre-Qualification Criteria related to Financial Turn Over and experience may be relaxed for startups (MSEs or otherwise) solely at the discretion of the Purchaser and subject to meeting Quality and Technical Specifications.

Form No:	 PE&SD	BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING & SYSTEMS DIVISION TECHNICAL SPECIFICATION FOR SMART VENTILATORS FOR MEDICAL EMERGENCY			PY 52 006
					Rev. No. 00
					Page 1 of 4

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1. GENERAL

- 1.1. This specification is prepared for procurement of low-cost smart ventilators for use in medical emergencies like Covid-19 and other Acute respiratory distress syndrome.
- 1.2. This in addition to the general requirements stipulated in this standard, any special requirements stipulated in the Enquiry/Purchase Order/Quality plan shall be complied with.
- 1.3. The supplier shall strictly comply with this standard in all respects. No deviation shall be allowed, unless written permission of BHEL is obtained before finalization of the order.

2. TERMINOLOGY:

2.1 Ventilator

It is an apparatus which can replace normal mechanism of breathing either by providing intermittent or continuous flow of oxygen or air under pressure which is connected to the patient by a tube inserted through mouth, nose or an opening in the trachea.

2.2 Invasive ventilation

The term "Invasive ventilation" is used if it involves any instrument penetrating via the mouth (such as an endotracheal tube), nose, or the skin (such as a tracheostomy tube through a stoma, a surgically-created hole in the windpipe) to serve as an artificial airway.

2.3 Non-Invasive ventilation

Non-invasive ventilation refers to the provision of ventilatory support through the patient's upper airway using a mask or similar device.

2.4 Respiratory rate:

Respiratory rate is the number of breaths a person takes in a minute. The normal respiration rate for an adult at rest is 12 to 20 breaths per minute. A respiration rate under 12 or over 25 breaths per minute while resting is considered abnormal.

2.5 Tidal volume

It is the lung volume representing the normal volume of air displaced between normal inhalation and exhalation when extra effort is not applied. In a healthy, young human adult, tidal volume is approximately 500 mL per inspiration or 7 mL/kg of body mass.

2.6 Positive end-expiratory pressure (PEEP)

It is the maintenance of positive pressure in the lungs that exists at the end of expiration. This terminology is implied when Invasive ventilation is in operation. It helps in increased capillary-alveoli interface for gas exchange.

2.7 I:E Ratio

I:E Ratio (Inspiratory : Expiratory ratio) refers to the ratio of inspiratory time: expiratory time. In normal spontaneous breathing, the expiratory time is about twice as long as the inspiratory time. This gives an I:E ratio of 1:2. An inverse ratio refers to when the I:E ratio is 2:1 or higher and is typically used to ventilate non-compliant lungs.

Form No:	PROJECT ENGINEERING & SYSTEMS DIVISION	PREPARED	CHECKED	APPROVED	DATE
		IMRAN/KUSH	SRIKANTH G		10.04.20

Form No:	 PE&SD	BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING & SYSTEMS DIVISION TECHNICAL SPECIFICATION FOR SMART VENTILATORS	PY 52 006
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2.8 FiO2

FiO2 is defined as the percentage or concentration of oxygen that a person inhale (the fraction of inspired oxygen). The atmospheric air that we inhale on a day to day basis is made up of 21% oxygen, 78% nitrogen and 1% trace elements such as argon, carbon dioxide, neon, helium and methane.

3. SCOPE OF SUPPLY & SERVICES

- 3.1. Bidder to supply Smart/Microprocessor based ventilator system along with spares & consumables for successful operation for one year.
- 3.2. Training for BHEL/Hospital personnel for ventilators operation.

4. TECHNICAL REQUIREMENTS:

- 4.1 Ventilator Design shall be as per following National/International standards or Equivalent:
 - a) BS EN 794-3 - Lung ventilator- Particular requirements for emergency and transport ventilators
 - b) BS EN 60601/IEC 60601- Medical Electrical Equipment and Systems.
- 4.2 Ventilator design must be approved & certified to be used in India by Medical council of India(MCI)/ICMR or Equivalent.
- 4.3 Detailed data sheet for Smart ventilators is given in Table-1. Bidder to quote as per this data sheet.

TABLE-1

Data Sheet for Smart Ventilator		
S.No	Description	Data
1	Type of Ventilation	Invasive and Non-Invasive
2	Modes	Pressure Control, Volume Control and Dual control SIMV, PSV with apnoea back up and CPAP
3	Source of Air	Inbuilt turbine / compressor for compressed air requirement
4	Type of Control	Microprocessor Based
5	Pressure Range	0-60 cm H2O
6	Tidal Volume Range	50 to 2000 ml (increment of 1ml)
7	Peak Flow Rate	240 LPM (litre per minute)
8	PEEP Range	0 to 20 cm H2O
9	Trigger Flow Sensitivity	1-20 L/m
10	Volume Accuracy	10% of the full scale between (10 L/Min-80 L/min)

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11	Peak Respiratory Rate	60 Breath per minute
12	I:E Ratio (Inverse Ratio)	1:4 to 4:1
13	FIO2 Range	21-100%
14	Vent Valve	Yes
15	Minimum Inspiratory Time	0.3 seconds
16	Leak Volume Compensation	Yes
17	Leak Flow Compensation	Yes
18	Power Source	220V AC with Battery backup for uninterrupted power supply
19	Battery Backup	Li-Ion Battery (suitable for minimum 4 hours backup)
20	Power consumption	Under 100 Watts
21	Suitability	In Hospital ICU/Ambulance/Home
22	Standard Ventilator Alarms:	All ventilatory standard alarms including upper and lower limits of O2, Tidal volume, airway pressure, Minute volume, Respiratory rate, PEEP, Pmax and Apnea alarm. Specific alarms: Disconnection, expiratory obstruction, flow sensor, power supply, battery, gas inlet.
23	Humidifier Provision	Yes
24	Display Screen	Capacitive Multi Touch Interface displaying following: Fio2 to patient (if applicable), Minute volume (in L), Breath per minute, Airway pressure, Plateau Pressure, Inverse ratio (I:E)
25	Waveforms	Pressure, Volume, Flow
26	Trolley	Yes
27	Tubing Arm Holder	Yes
28	Filters	Washable

5. PACKING:

- 5.1 All the Ventilators shall be packed suitably in cases suitable for electronic items in order to avoid damage during transit and storage at BHEL. Suitable arrangement shall be provided inside the cases in order to avoid internal movement. In case of imported consignments, the packing shall be seaworthy.
- 5.2 Ventilators shall be wrapped in polythene sheet before packing in the cases.
- 5.3 Each packing case must contain 2 copies of the shipping list giving details of all the contents of the case.

Form No:	 PE&SD	BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING & SYSTEMS DIVISION	PY 52 006
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6. MARKING ON PACKING CASE:

The following marking shall be done on each packing case minimum on two sides and also at the top.

- Complete address of the consignee and destination as per BHEL Purchase Order.
- BHEL Purchase order Number
- Net Weight/Gross Weight
- Packing case number and total number of packings
- Arrow indicating top of the packing case.

7. GUARANTEE:

All ventilators shall be guaranteed for trouble free operation for a period of 12 months from the date of dispatch. The supplier at no extra charge to BHEL shall replace defective items/spares due to design deficiency, manufacturing defects etc., during the guarantee period.

8. DOCUMENTATION:

Bidder shall confirm in their bid for compliance in all respect for the submission of documents as follows:

S. No	Description	Along with offer	After placement of Order (Note-2)	After Supply completion
1	Filled in technical data sheets, GA Drg.	I (2)	A (4)	
2	Leaflet / catalogue for the offered item indicating complete cross-sectional arrangement, binding dimensions, bill of materials with material specification details,	I (1)		
3	Quality Assurance Plan (QAP)	I (1)	A (4)	
4	List of recommended spares for 2 years trouble free operation		I (2)	
5	Any deviations to this standard	A (1)		
6	Actuator technical data sheet, wiring diagram, limit switch development diagram, if applicable	I (1)	A (3)	
7	Test Certificate		I (5)	
8	Guarantee Certificate		I (2)	
9	Installation, operation and maintenance manual (with all approved drawings, data sheets, write-ups, safety procedures, catalogues, list of spares etc.)		A (2)	F (12)

Notes:

- 1) I: For Information, A: For Approval
F: All above documents shall be made as 'FINAL' and submitted both in hard copies and softcopies

Form No:	 PE&SD	BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING & SYSTEMS DIVISION TECHNICAL SPECIFICATION FOR	PY 52 006
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- 2) After placement of PO, all documentations required as applicable in above table shall be submitted within 7 days of PO placement.
- 3) BHEL will furnish their approvals / comments within 7 days after submission of drawings/ documents.

RECORD OF REVISIONS				
Rev. No.	Date	Revision Details	Revised	Approved
00	10.04.20	FIRST ISSUE	IMRAN/KUSH	GS

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PRICE BID FORMAT FOR ENQ# T711T33309

DATE: 10-APR-2020

EMERGENCY MEDICAL PROCUREMENT

ITEM: SMART VENTILATOR

SI No	MATERIAL CODE	Description	Qty	Unit of Meas.	Basic Price per Unit	Freight (as % of Basic Price per Unit)	Total Basic Price	Total Freight	HSN	GST %
			A		B	C	A x B	C x B x A		
SUPPLY										
1	PY9752006019	SMART VENTILATOR SYS_MEDICAL EMERGENCY	500	NO.						

BID VALUE**TOTAL BID VALUE (E) FOR EVALUATION:**

<Total Basic Price + Total Freight>

NOTES

- Basic Price to be quoted by the supplier shall include Packing & Forwarding charges, and all incidental costs towards applicable taxes (other than GST payable to Govt. of India) and duties.
- As details of delivery locations is not specified, bidders must therefore quote freight as a percentage of the unit rate of supply.
- For purpose of evaluation, the freight %age will be added to the quoted basic price of the main item(s). However, payment for freight shall be made at actuals.
- The Total Bid Value quoted by the Bidder shall represent the total landed cost for this enquiry and shall include Packing & Forwarding Charges, Freight Charges, Transit Insurance Charges, and all applicable taxes and duties, other than GST. GST shall be paid extra by BHEL at applicable rates.
- Bidders may mention the applicable HSN code along with GST% against respective line item. However, decision of BHEL in respect of HSN shall be final.
- Bidders shall not fill/edit/modify anything else in the Price Bid Format.
- The bidders will provide un-priced price format strictly in the BHEL price format given above, in the techno commercial part of their offers.

ANNEXURES TO COMMERCIAL DOCUMENTS

ENQ# T711T33309





BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

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**BHARAT HEAVY ELECTRICALS LIMITED**PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD**ANNEXURES TO NIT DOCUMENTS****ANNEXURE – 1: POST-DISPATCH DOCUMENTS LIST**

Following is the list of key dispatch documents to be submitted for claiming payment:

SL. NO.	KEY DOCUMENTS	REMARKS
1	GST Invoice	Original for Buyer
2	Proof of Dispatch	Copy of LR (Lorry Receipt)
3	Packing List / Delivery Challan	Packing List / deliver challan showing number of packages, their dimensions & gross weight, date of packing, item-wise details of material packed in each of these boxes like quantity and net weight under the signature of vendor representative. The items description in packing list shall be exactly in line with the Vendor BBU for the PO. If any sub-assemblies / components of a BBU line item being dispatched are proposed to be sent loose, then the list of items packed as loose items also should be indicated along with the item description in the packing list.
4	Inspection Report	Signed Original documents by BHEL or its TPIA / BHEL's customer & or his TPIA
5	Proof of Material Receipt at site	Copy of LR (Lorry Receipt) with acknowledgement of receipt – properly signed, stamped by authorized person at site with LR no., Date mentioned,

Following *indicative list* of Technical / Inspection documents as required in technical specification / QAP / technical evaluation of offer / comments on submitted documents for approval / due course of inspection / as mutually agreed / Dispatch Instructions - are to be furnished by vendor.

SL. NO.	ADDITIONAL DOCUMENTS	REMARKS
1	Test Certificate	
2	Internal Test Report	
3	Guarantee Certificate	
4	O& M Manual	
5	All documents as per Technical Specification	
6	Certificate of Handing over to Consignee	

Please note that stipulated payment terms period as mentioned in GCC / SCC will start only after receipt of all the relevant dispatch documents.

O&M Manual/ Final documentation is required for processing any bill which takes the quantum of dispatch past 80% of supply order value.



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

ANNEXURE – 2: PROFORMA DECLARATION OF ACCEPTANCE OF BHEL'S TECHNO-COMMERCIAL TERMS

**** Following section shall be typed on Bidder's Letterhead ****

We, (*Bidder's Name*) hereby declare and confirm that we have read the tender documents and noted the job content under Enquiry Number (*Enquiry Number*), issued by Project Engineering & Systems Division of Bharat Heavy Electricals Limited at Ramachandrapuram, Hyderabad and have acquired full knowledge and information about the nature of the job and other tender clauses.

We confirm that the above information is true and correct, and we will not raise any claim of any nature due to lack of knowledge of scope of work.

We also confirm that we have not changed/ modified the tender documents as appeared on the website/ as issued by you and in case of such observance at any stage, it shall be treated as null and void.

We have listed all our deviations from terms & conditions specified in NIT documents in "Deviation Schedule" appended with this declaration and nowhere else.

We hereby declare our unqualified acceptance to all terms & conditions set out in the NIT Documents, except our deviations listed under "Deviation Schedule". In the event of observance of any deviation apart from those listed under "Deviation Schedule", whether implicit or explicit, in any part of our offer later, the deviations shall stand null & void.

We understand that non-submission of "Deviation Schedule" with this declaration or leaving "Deviation Schedule" blank shall automatically imply our unqualified acceptance of all terms & conditions set out in the NIT Documents.

We also understand that BHEL is not under any circumstance obligated to accept any or all our deviations and that BHEL exclusively reserves the right for rejecting our bid on grounds of deviations mentioned in "Deviation Schedule".

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
Representative of the bidder)

**BHARAT HEAVY ELECTRICALS LIMITED**PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD**ANNEXURES TO NIT DOCUMENTS****ANNEXURE-3 DEVIATION SCHEDULE****A. COMMERCIAL DEVIATION**

SL. NO.	VOLUME	PAGE	CLAUSE	COMPLETE DESCRIPTION OF DEVIATION

B. TECHNICAL DEVIATION

SL. NO.	VOLUME	PAGE	CLAUSE	COMPLETE DESCRIPTION OF DEVIATION

(Signature, date & seal of authorized
Representative of the bidder)



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

ANNEXURE-4: PROFORMA FOR CERTIFICATION BY SUPPLIER FOR MINIMUM LOCAL CONTENT

*Pro-forma for **self-certification by Supplier** on their letterhead for minimum local content - for order value **less than Rs 10 Crores***

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."



Auditor's certification** with respect to minimum local content **on the letterhead of Statutory Auditor** for order value **above Rs 10 Crores

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in the policy) quoted vide offer No. _____ dated _____ against BHEL's tender No. _____ by M/s _____ (Name of the bidder)."



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION

RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

ANNEXURE-5: FORMAT FOR CA CERTIFICATE

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s....., (hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II).....dtd....., Category: (Micro/Small), (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:

Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006:

Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limits of RsLacs for.....Micro/Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is.....(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.13 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

ANNEXURE – 6: PAST TRACK RECORD (PTR)

ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

SL. NO.	ORDERING AGENCY	END CUSTOMER	LOCATION	PROJECT DETAILS (PROCESS, NO OF UNITS, APPLICATION ETC.)	SCOPE OF WORK	TYPICAL LIST OF ITEMS COVERED UNDER CONTRACT	DATE OF CONTRACT AWARDED	CONTRACT VALUE IN RS LAC	%AGE WORK COMPLETED& DUE DATE FOR COMPLETION	DATE OF COMPLETION IF JOB IS ALREADY OVER
1	2	3	4	5	6	7	8	9	10	11

Signature of the tenderer



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

ANNEXURE – 7: CHECKLIST OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.

- | | | |
|---|---|---|
| 1 | Name and address of the tenderer | : |
| 2 | Telegraphic/Telex address | : |
| 3 | Phone no/FAX no (Office) | : |
| 4 | Details about type of the firm/company | : |
| 5 | Name and designation of the official of the tenderer | : |
| 6 | Attested copy of the Power of Attorney/ Authorization | : |
| 7 | Tenderers proposal no and date | : |

Date.....

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

- 1.
- 2.



BHARAT HEAVY ELECTRICALS LIMITED

PROJECT ENGINEERING & SYSTEMS DIVISION
RAMACHANDRAPURAM, HYDERABAD

ANNEXURES TO NIT DOCUMENTS

ANNEXURE – 8: FORM FOR GETTING PAYMENT THROUGH RTGS (REAL TIME GROSS SETTLEMENT)

01. Name of Vendor
02. Address
03. Vendors Bank A/c Name
04. Vendors Bank A/c No.
05. Name of Bank
06. Name of Branch
07. Branch Phone No.
08. City
09. IFSC Code of the Branch

The charges if any for the payment through RTGS may be recovered from the Bill submitted by us.

Signature of the Authorised
Representative of Vendor with date & seal

Confirmation by Banker
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed.

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

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

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____
