



**Enq. No.: BHEL-HEEP/OT/RC/He Gas/2013**

**Date of issue: 20.9.2013**  
**Due date: 21.10.2013**

M/s.....  
 .....  
 .....

**Sub: BHEL-HEEP/OPEN-TENDER (Helium gas)/2013**

Dear Sir,

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators and so on. Government of India has a plan to add more than 1,20,000 MW in next five year plan (2012-2017).

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items:-

The tender documents can be down loaded from our web site [www.bhel.com](http://www.bhel.com), [www.bhelhwr.co.in](http://www.bhelhwr.co.in) and <http://eprocure.gov.in> submitted with requisite tender fee. **Only those vendors who fulfill the Minimum Qualifying Requirements & Quality Requirements (as per Annexure-I) will be considered for further technical evaluation.**

**The last date for taking tender documents shall be 19.10.2013 & opening of tender shall be 21.10.2013.** Tenders will be received up to 1.45 P.M. on **21.10.2013** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (1.45PM on 21.10.2013) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit the tender fee of Rs. 2,000/- for indigenus vendors (or equivalent amount in foreign currency for foreign vendors) along with the requisite EMD Rs 40,000/- (Rupees Fourty Thousand) in the form of bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after down loading from this web site.

Specifications & Drawing of the above items are available on our above website with links provided for all Specifications, Drawings & Annexure (At the end of this document). Other cross referred documents can either be physically collected from BHEL, Haridwar or can be obtained by email [neel@bhelhwr.co.in](mailto:neel@bhelhwr.co.in) against proof of draft of the tender fee in favour of BHEL, Haridwar. This draft is to be submitted along with offer. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

The details of item with required quantity is as follows:-

Item Description	Qty. (M <sup>3</sup> )	Delivery Schedule
<b>HELEUM GAS 99.995% PURE</b> <b>SPEC: AA54410 REV: 01</b> <b>GRADE: HELIUM GAS-GR WELDING CUM</b>	2000 +/-10%	Within 7 days on intimation

BHEL reserves the rights to place order for lesser or increased quantity. In case of increased in quantity, vendors should be ready to give discount..

**BID SHALL BE OPENED OF THOSE VENDORS ONLY WHO SHALL SUBMIT EMD AND TENDER FEE. [PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE DRAWN IN FAVOUR OF BHEL, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE".** Vendors are required to submit tender fee and EMD for tender at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

**KINDLY READ "INSTRUCTIONS TO BIDDERS." QUOTATIONS NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**



**INSTRUCTIONS TO BIDDERS FOR OPEN TENDER**

**DEFINITION**

**Registered Vendors** - Are those who are registered with BHEL, Haridwar for Size/specification EMT-6800 of tendered items.

**Un-registered Vendors** - Are those who are not registered with BHEL, Haridwar for Size/specification EMT-6800 of tendered items.

Un-registered vendors shall be considered, if and only if, they meet the minimum qualification requirement and quality requirements as given below.

**PRE QUALIFYING REQUIREMENT FOR SUPPLYING HELIUM GAS (99.995% pure, minimum)**  
**(APPLICABLE FOR VENDORS NOT REGISTERED AT BHEL, HARIDWAR FOR HELIUM GAS)**

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

**(ANNEXURE-I)**

QUALIFYING CONDITION :						
Sl no.	DESCRIPTION OF BHEL REQUIREMENT					VENDOR'S CONFIRMATIONS
1	Only those vendors will be qualified who have supplied at least 100 cylinders (Min supply 500 Cubic Meter) or more of Helium Gas (99.995 % pure, minimum) in line with BHEL spec. AA54410 OR 1515583:2005, till the date of opening of tender and the same has been accepted by their customer(s).					
2	In support of above, the following information should be submitted by the vendor about the companies where Helium Gas of above mentioned quality has been supplied. This is required from all the vendors for qualification of their offer.					
2.1	Experience Details :					
	Sl. No.	Purity of Gas	Size of Cylinders	No. Of cylinders	Name and address of customer company with Phone, Fax, e-mail & contact person name	Month and Year of Supply
	1					
	2					
	3					
2.2	Acceptance certificate from the customer(s) regarding satisfactory supply OR Test Certificate(s) of Helium Gas supplied to them (Original Certificate or Through E-mail directly from the customer). The original performance certificate/ Test Certificate(s) may be returned after verification by BHEL, if required.					
2.3	Vendor should have requisite certifications as per Govt. of India regulations for manufacturing and I OR supplying Helium Gas. Copy of certificate(s) to be provided by the vendor.					
2.4	Vendor to confirm pressure. of gas cylinders and transportation of cylinders shall be in accordance with the GAS cylinder Rules-1940 of GOI.					
3	BHEL reserves the right to verify information submitted by the vendor. In case the information is found to be false/ incorrect, the offer shall be rejected.					
4	Offer of vendors not meeting above requirements shall not be considered.					

**Vendors must fill up Annexure – I in confirmation to above Minimum Qualifying Requirements and quality requirements.**



## ESSENTIAL INSTRUCTIONS

1. Only those bids will be opened which have been submitted with requisite EMD and tender fee.
2. All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) Foreign Vendors or Indigenous Vendors. Vendor (s) shall not be considered for ordering if not approved by BHEL.
3. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
4. The tenders shall be submitted in three parts
  - a. Part I - Techno -Commercial Bid,
  - b. part II - price Bid &
  - c. part III - Vendor Registration Form

As described below on or before the due date. Vendor Registration Form shall be submitted by unregistered vendors only.
5. **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.**
6. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
7. In case of ordering, manufacturing plan should be submitted for BHEL approval.
8. Part-I containing techno-Commercial bid and part-III containing Vendor Registration Form will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend.
9. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
10. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement. Any offers beyond this period shall be rejected.
11. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
12. Depending upon the delivery suitability, BHEL reserves the right to split order on more than one vendor.
13. **Evaluation of Bid: - The bid shall be evaluated**
  - a. **Cost to BHEL basis. ( Basic Cost + Transportation + Duty )**
  - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
14. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
15. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
16. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
17. **BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. Bidder should clearly indicate their acceptance for reverse auctioning in Annexure-1. The bids of those vendors who do not agree for reverse auction may not be considered. The Terms & Condition for Reverse Auctioning are given below.**
18. Total weight -- /Gross / Net in Kg. & also package size essentially should be indicated if not exact then approximate.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**FAX NO: 0091 1334 226462/223948**  
**PHONE NO: 0091 1334 284047**

19. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

20. SETTLEMENT OF DISPUTES

- Indigenous Vendors: In all cases of dispute the matter shall be referred for arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Ltd., at Haridwar. The venue of arbitration shall invariably be Ranipur Haridwar. The award of the arbitrator shall be final and binding on both the parties. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.
- Foreign Vendors: In the event of any dispute or difference arising between the parties to this contract regarding execution of same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of the two arbitrators, one to be appointed by each party; or in the case of the said arbitrators not agreeing then an umpire to be appointed by the two arbitrators in writing before entering on that reference and provisions of the Indian Arbitration Act ,1940 or any statutory notification, or re-enactment therefore and rules framed there under from time to time shall apply to such arbitration . If the two arbitrators do not agree on the appointment of umpire, the nomination of the umpire shall be done by the International Chamber of Commerce, Paris(France).The decision of arbitrators, or in case of their not agreeing, that of the said umpire shall be binding both on seller and purchaser. The venue of the arbitration invariably is New Delhi.

21. JURISDICTION: All question, dispute or differences arising under, out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of Haridwar courts.

22. OVER RIDING CLAUSE :All stipulations made in any correspondence other than those exchanged in regards to “instruction” in our tender documents / enquiry for submission of your offer, if at all shall be void to the extent they are repugnant to the conditions contained herein above and in the purchase order.

23. FINALITY OF MANAGEMENT DECISION :-At all places in the preceding clauses BHEL Management’s decision shall be final.

**IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE COLLECTED THE TENDER DOCUMENTS FROM BHEL.**



**DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (PRICE BID) & PART-III (VENDOR REGISTRATION FORM)**

**PART-I (TECHNO-COMMERCIAL BID)** shall comprise of following documents:

- Confirmation to Minimum Qualification Requirement as per Annexure-I (For unregistered vendors only)
- Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB, C&F rate and inspection charges separately and delivery schedule.
- Validity of offer to be indicated.
- Annexure - II** - Compliance sheet for technical/commercial terms and conditions for two part tender.
- Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- Details of activity outsourced.
- Copy of enclosed Quality Plans

**PART -II (Price Bid)**

- Price bid with prices to be submitted as part-II of the tender.
- Prices should remain firm till the execution of the order.
- In case of foreign vendors, prices to be quoted on FOB & C&F Mumbai (India) basis separately. In case of FOB, Loading port must be mentioned. Please note that **Ex-Works** price are **not** acceptable & offer shall not be considered. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS-HEEP-BHEL basis.
- Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
- LRS inspection charges to be quoted separately.
- Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- LD Penalty shall be applicable at the rate of ½ % (half percent) per week or part thereof subject to a maximum of 10% of the value of unexecuted portion of the order. In case of any variation in LD penalty, your prices shall be loaded to the extent LD penalty not accepted by you.

**Part-III - Vendor Registration Form (SRF)**  
**(SRF-Foreign Suppliers or SRF-Indian Suppliers)**

The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I (Techno-Commercial Bid) by un-registered vendor only with BHEL, HEEP, Haridwar.

**MARKING OF ENVELOPE:**

- Each envelop is to be super scribed as “TENDER NO.----- DUE ON -----
- Drafts for Tender Fee and EMD to be kept in one envelop – Envelop –A. On the Top of the envelop, please write Draft No., Issuing Bank Details & Amount.
- Techno-Commercial - Part-I to be kept in another envelop – Envelop-B & to be marked as Techno-Commercial Offer.
- Vendor Registration Form - Part –III to be kept in another envelop – Envelop – C & to be marked as Vendor Registration Form.
- Price Bid – Part-II to be kept in another envelop – Envelop-D & to be marked as Price Bid.
- Envelop-A, Envelop-B, Envelop-C & Envelop-D are to be kept in one envelop super scribed as above

**Envelopes not marked as above are liable to be ignored and will not be opened.**

## ANNEXURE-II

Commercial terms and conditions for Enquiry No: HEEP/OT/RC/He Gas/2013-14

Commercial terms and conditions for Enquiry	VENDOR'S CONFIRMATION	Remarks
<b>1-Payment terms:</b> 100% after receipt and acceptance of material at BHEL, Hardwar	YES	
<b>2-Delivery terms:</b> Rates to be quoted on FOR door delivery BHEL Haridwar, India	YES	
<b>3-Delivery period:</b> Delivery shall be made within 7-10 on intimation by mail/phone	confirmed	
<b>4. Delivery of Gas:</b> Gas shall be supplied in vendor's cylinders.	confirmed	
<b>5. Holding of Cylinders:</b> Holding of vendor's cylinders at BHEL should be 100 Nos.( 1000 M3 )	confirmed	
<b>6. Rates of Taxes / Duties/Octroi:</b> a) <u>Excise duty</u> b) <u>CST</u> c) <u>Other taxes</u>	Extra as applicable against documentary proof.	
<b>7-Conformance to specification &amp; drawing:</b> Confirm that item quoted confirms to our specification & drawing in totality.	YES	
<b>8-Penalty for late deliveries:</b> Penalty shall be leivable for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% of the value of unexecuted portion of the order.	Confirmed	
<b>9-Test Certificate:</b> Test Certificate for the tests detailed in specification shall be required along with dispatch documents.	Confirmed	
<b>10- Risk Purchase :</b> - In case of of delay is supplies/defective supplies or non fulfillment of any other terms and conditions in purchase order the purchaser may cancel the purchase order in full part or part thereof, and may also make the purchase of such material from elsewhere/alternative source at the risk and cost of the supplier.	Confirmed	
<b>11-Validity:</b> Validity of the offer should be minimum 120 days from the due date of the enquiry.	YES	
<b>12- Split Ordering:</b> - BHEL reserves the rights to place order for tendered quantity among L-1 and L-2 vendors in 70:30 ratio.	Agreed	
<b>13- Right of acceptance:</b> - BHEL reserves the right to decrease or increase the tender tendered quantity. Hence vendor should be prepared to accept order for reduced quantity without any extra charges. Vendor shall also be prepared for giving quantity discount in case of increase in quantity.	Confirmed	
<b>14</b> - BHEL will deal directly with the manufacturers and no correspondence with the agents will be entertained.	Agreed	

Above conditions, if accepted will supersede any same/similar condition elsewhere in quotation.

(Authorised signatory of vendor)



## CORPORATE PURCHASE SPECIFICATION

AA 544 10

Rev. No. 01

PAGE 1 OF 2

### HELIUM GAS – 99.995% PURE

#### 1.0 GENERAL

This specification governs the quality requirements of Helium gas of 99.995% purity.

#### 2.0 APPLICATION

For creating inert atmosphere during welding, fusion, leak proof test, etc.

#### 3.0 COMPLIANCE WITH NATIONAL STANDARDS

There is no national standard covering this type of gas.

#### 4.0 FREEDOM FROM DEFECTS:

The gas shall be free from moisture and oxygen.

#### 5.0 TEST SAMPLES

Test samples shall be taken from one cylinder at random from each consignment for testing and approval.

#### 6.0 PROPERTIES

The gas shall show the following properties:

Helium	: 99.995%, min.
Moisture	: 5 ppm, max.
Oxygen	: 5 ppm, max.

#### 7.0 TEST CERTIFICATES

Three copies of test certificates shall be supplied along with each consignment, giving the following information:

In addition, the supplier shall ensure to enclose one copy of the test certificate along with the despatch documents to facilitate quick clearance of the material.

Revisions :  
CI 32.11.31 of MOM of MRC-CPO

APPROVED :  
INTERPLANT MATERIAL  
RATIONALISATION COMMITTEE-MRC (CPO)

Rev. No. 01

Amd.No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt. 15.02.2004

Dt :

Year :

BANGALORE

Corp. R&D

JANUARY, 1990

AA 544 10

Rev. No. 01

PAGE 2 OF 2

**CORPORATE PURCHASE SPECIFICATION**



AA 544 10, Rev. 01 : Helium gas-99.995% pure  
BHEL Order No.  
Batch / Lot No.  
Supplier's/ Manufacturer's Name and Grade  
Test results of clause 6.0.

**8.0 PACKING & MARKING**

The gas shall be supplied compressed in steel cylinders of suitable capacity provided with guard ring and duly painted. The design of cylinders, pressure of gas cylinders, painting labeling and transport of cylinders shall be in accordance with the 'Gas Cylinder Rules - 1940' of the Government of India with such modifications as may be ordered from time to time by the Chief Inspector of Explosives, Government of India or other duly constituted authority.

The cylinders shall also be marked with BIS certification mark.

The cylinders shall be painted with middle brown colour (colour code No. 411 of IS: 5).

All cylinders shall be securely tagged with the following information:

AA 544 10: Helium gas – 99.995% pure  
BHEL Order NO.  
Supplier's / Manufacturer's Name & Grade  
Cylinder No  
Date packed  
Quantity  
Safety precautions/Marking: High pressure, ASPHYXIAN and other details, if any.

**9.0 ENVIRONMENTAL REQUIREMENTS :**

The supplier shall furnish Material Safety Data Sheet (MSDS) covering all information relating to human safety and environmental impacts of the hazardous materials particularly during their transportation, storage, handling and disposal alongwith each supply.

Each container shall be marked with corresponding symbol and minimum worded cautionary notice for flammable / corrosive / toxic / harmful / irritant and oxidizing etc. as applicable.

**10.0 REFERRED STANDARDS (Latest Publications Including Amendments):**

1. IS: 5