



General Contract Conditions (GCC)
of
MM Tenders

G1. INSTRUCTION TO BIDDER

Quotations shall be submitted before due date and time. Late offers are liable to be rejected, so please ensure to submit bid well within due date and time. Techno-commercial part will be opened on due date.

Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids by email/fax/post/courier.

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects.

In case of bulky tender please handover quotation to Sh Harpreet Rai/ DGM/Head-MM or Sh Tajinder Singh/AGM/HR,Civil,MM.

G2. INSTRUCTION TO BIDDER (In case of E-Procurement)

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>

- The bidder would be required to register on the e-procurement market place <https://bheleps.buyjunction.in> and submit their bids online. **Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.**
- The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

Before uploading scanned documents, the bidders should sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If nothing is mentioned it is assumed that all terms and conditions are acceptable. If supplier is mentioning his rates in units not asked by BHEL, BHEL has the right to reject/accept quotation.

Quotations shall be submitted before due date and time. Techno-commercial part will be opened on due date. BHEL may decide to open price bids of bidders who qualify from techno-commercial evaluation, on the same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

G3. PRICE BASIS

- a. CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit.
- b. Order of enquiry item sl. No. shall be maintained in the quotation.
- c. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
- d. Rates quoted should be F.O.R Goindwal basis. If bidder has quoted Ex Works, loading shall be done as per BHEL discretion for tender evaluation.

Variation in excise duty, sale tax/ vat or any other statutory levies during contractual delivery period shall be to BHEL's account

G4. VALIDITY OF OFFERS:

MS
05/11/2015



General Contract Conditions (GCC)
of
MM Tenders

The offers shall be kept open for acceptance 'for number of days mentioned in special terms and conditions' from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

G5. SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Tender Enquiry. National & International material Standards shall have to be arranged by vendors themselves.

G6. REPLACEMENT OF REJECTION:

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period (i.e. as per clause 12), the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

Lifting of rejected material is under Supplier's scope. BHEL will inform related invoice, qty etc to supplier. Supplier is expected to give the plan to lift and advance intimation when visiting to lift the material. Material should be lifted within one month from date of intimation. After one month BHEL will not be responsible for rejected material. BHEL may decide to send the rejected material on To Pay basis to supplier. Any leniency/ unresponsiveness/delay on part of supplier may lead to appropriate action by BHEL. Any request to postpone in written may be considered but replacement should not be linked with lifting of material.

G7. SUPPLIED MATERIAL ADJUSTMENT:

Item/s pending in previous PO has to be billed in previous PO only. Otherwise BHEL will be free to adjust the supplies in previous PO. Any implication of Excise, VAT etc will be on supplier's account. For this it is desirable to reconcile the pending PO statement every month/frequently. BHEL will give pending PO statement every month. This can also be viewed at Portal (<http://vis.bheltry.co.in/mm/index.jsp>).

G8. DELIVERY SCHEDULE:

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Further, BHEL may release delivery schedule from time to time based upon our requirement with mutual understanding. Vendor shall be required to complete the order as per the BHEL schedule requested.

G9. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

G10. TERMS OF PAYMENT:

- a. Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period. In case of any deviation from standard payment term mentioned, BHEL at it's discretion may load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- b. Documents to be submitted (if applicable)
 - i. Commercial invoice (in duplicate)
 - ii. Excise invoice (in duplicate) valid for claiming CENVAT credit

MS



General Contract Conditions (GCC)
of
MM Tenders

- iii. Original VAT invoice valid for claiming input tax credit,
 - iv. Transporter copy along with material/consignment.
 - v. Material Test Certificates (MTC) and
 - vi. Compliance Certificate.
- c. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- d. If excise claim document is not received within time for claiming excise benefit as per restriction in availment of CENVAT Credit within ~~six~~ ^{six} months of date of Invoice (Amendments in Union Budget 2015), the implication of this will be paid by supplier.
- e. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
- f. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**

G11. INSPECTION:

- a. All required tests as called in referred material standard/BHEL/TDC/drawing etc shall be carried out by vendor at no extra cost. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
- b. Third party inspection charges will be borne by BHEL. Moreover all required infrastructure (testing, tools etc) have to be arranged by supplier.
- c. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
- d. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- e. Latest applicable revisions of standards/procedures to be referred. International/National standards are to be arranged by vendor.
- f. Any inspection carried out before supply by vendor/incoming stage at BHEL not withstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
- g. Necessary tooling including thread gauges etc have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.

G12. PREFERENCES FOR MSE's:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more

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General Contract Conditions (GCC)
of
MM Tenders

than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”

G13. GUARANTEE/WARRANTEE:

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from date of receipt, against manufacturing defects, whichever is earlier. In case of non-acceptance of this term bid will be rejected.

G14. PENALTY FOR LATE DELIVERY:

‘Time is the essence of the contract’. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 – 7 = 3).

BHEL reserves the right to receive or not receive the material after the due date of PO.

G15. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase.

G16. SUB-CONTRACT:

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

G17. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to “an events” then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such

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General Contract Conditions (GCC)
of
MM Tenders

event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

G18. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

G19. JURISDICTION:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

G20. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

G21. LOI(Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

G22. WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

G23. GENERAL:

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General Contract Conditions (GCC)
of
MM Tenders

- a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d) If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e) Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f) BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
- g) BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
- h) After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
- i) Any term is special tender terms and conditions will supersede the GCC.
- j) If advance tax is applicable at Punjab border. Supplier has to deposit this advance tax by himself which will be reimbursed on submission of documentary proofs (Copy of entry tax receipt/online transfer details duly verified).
- k) BHEL reserves the right to negotiate with L1 bidder/s.

G24. BANNED FIRMS:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

G25. DISCLAIMER CLAUSE: (Only for E procurement)

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

G26. REVERSE AUCTION:

"BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."



General Contract Conditions (GCC)
of
MM Tenders

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- c. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- d. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- h. Reverse auction will be conducted on scheduled date & time.
- i. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- k. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- l. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- m. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- n. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- o. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11) 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 cost
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 the MSMED
Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / 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 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant



SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases

| | |
|--|--|
| Tender Enquiry No | 1516-098 |
| Enquiry date | 05.11.2015 |
| Last time and date of tender submission | 15:00 Hrs 20.11.2015 |
| Tender opening time and date | 15.30 Hrs 20.11.2015 |
| Quotation Parts | <i>Three-part</i> |
| Item Description | <i>Industrial Gases (DA, oxygen & Argon)</i> |
| Material Standard | <i>As per Annexure I & II</i> |
| Delivery schedule (In days) | <i>Minimum 10 cylinders are required within 03 days of intimation by BHEL</i> |
| Validity of offer (In days) | <i>60</i> |
| Quantity Variation | <i>+/-10%</i> |
| Counter Offer | <i>Not applicable</i> |

| Documents required along with supply of material | |
|---|----------------------------|
| 1. Test Certificate | <i>Required</i> |
| 2. Compliance Certificate | <i>Not required</i> |
| 3. Third Party Inspection Report | <i>Not required</i> |

Kindly note that all procurement through open tender will be done through e-procurement only in near future. Therefore all foreign and indigenous vendors participating through open tenders have to buy class-III DSC immediately issued by the certifying authorities in India.

Pre-Qualification Criteria

P1. Technical:

Bidders should primarily be engaged in manufacturing of Dissolved Acetylene Gas, Oxygen Gas and Argon Gas for industrial use. Dealers can also participate in the tender. In case of dealers/agents, Authorized dealer certificate is required from original manufacturer for this tender. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for each item will be rejected.

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SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases

BHEL may carry out evaluation of bidder's capability. On commencement of rate contract, BHEL requires minimum supply of 20 (twenty) cylinders of each gas and supplier have to arrange cylinders of their own. This requirement may increase in future as per BHEL requirement. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be disqualified.

P2. Earnest Money Deposit:

All bidders are required to deposit an amount of Rs. 5000/- as Earnest Money (EMD) by way of Cash, Demand Draft / Pay order in favour of BHARAT HEAVY ELECTRICALS LIMITED, INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB Payable at Goindwal Sahib FROM ANY BANK LIKE Punjab National Bank/State Bank of India/HDFC Bank/Union Bank of India/Allahabad Bank/Punjab & Sind Bank or any other bank payable at Amritsar. MSEs are exempted from EMD. Necessary documents for MSE benefits as per tender should be submitted in part-I of tender.

- i. EMD shall be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted prices.
- ii. EMD shall be forfeited if the bidder does not commence the work within the period as per LOI/PO.
- iii. EMD submitted by all unsuccessful bidders shall be refunded normally within 15 days of finalisation of contract with successful bidders. For successful candidate the EMD will be refunded within 30 days of contract finalization.
- iv. EMD shall not carry any interest.

P3. Financial:

Bidder should have average minimum annual turnover of Rs. 3.50 lac of the last 3 (three) years, ending on 31.03.2015. Audited/Self-attested balance sheet and profit & loss account of the company need to be submitted for last 3 (three) financial years, ending on 31.03.2015 in support of this requirement.

In case audited/self-attested financial statements have not been submitted for all the three years as indicated above, then the applicable statements submitted by the bidders against above 3 (three) years, will be averaged for 3 (three) years.



SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases

Special terms

S1. QUOTATION SUBMISSION

Tenders in three part bids are invited from manufacturers / dealers for supply of Industrial Gases (DA, Oxygen & Argon) on annual rate contract basis. Following point need to be noted by manufacturers and dealers as follows-

For manufacturers-

Procurement shall be preferred from manufacturers. In case manufacturer insists on engaging a dealer / agent, such dealer / agent is not allowed to represent more than one manufacturer for each item.

For dealers-

In case of dealers/agents, Authorized dealer certificate is required from original manufacturer for this tender. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for each item will be rejected.

Tender is for entering into Annual Rate Contract for supply of Dissolved Acetylene Gas, Oxygen Gas and Argon Gas for industrial use as per latest applicable standards (with latest revision/amendment) as per attached Annexure-I & II. All the gases are to be supplied as per SP: 9 (with latest rev/amendment) and 1981 cylinder rules (with latest rev/amendment). Along with cylinder, Material Safety data sheet & TC are required. Max. Permissible impurity level → Water vapour – 4 PPM; Oxygen – 4 PPM

Sealed tenders in three parts; Part-I: EMD, Part-II: Techno-commercial bid and Part-III: Price bid are hereby invited for supply of 'Industrial Gases' as per tender enquiry. The relevant documents are attached with the Enquiry.



**SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases**

The three bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

| Bid | Bid description | Superscribing on envelope | *** Should contain *** |
|-----------------------------------|--|---|--|
| Part I in First sealed envelope | EMD Envelop | Part-I EMD for tender enquiry No. 1516-098 Dated 05.11.2015 | <p>1. The bidder shall be required to deposit earnest money of Rs. 5,000/- (Rupees Five thousand only) in Cash Demand Draft/Pay Order only payable at Punjab National Bank/State Bank of India/HDFC Bank/Union Bank of India/Allahabad Bank/Punjab & Sind Bank at Goindwal Sahib, Distt. Tarn Taran or any other bank payable at Amritsar.</p> <p>2. If vendor is exempted from EMD/Pre-Qualification, then he should write the reasons under which EMD exemption is being asked and submit the proof of claiming exemption.</p> |
| Part II in Second sealed envelope | Prequalification and Techno-Commercial bid | Part-II (Techno-Commercial) bid against tender enquiry No. 1516-098 Dated 05.11.2015 Due date of opening 20.11.2015 | <p>1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on).</p> <p>2. Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.</p> <p>3. Documents required as per Pre-Qualification criteria mentioned in tender enquiry</p> <p>4. Capacity to supply minimum 10 cylinders within 3 days of intimation.</p> |
| Part III in Third sealed envelope | Price Bid | Part-III (Price) bid against tender enquiry No: No. 1516-098 Dated 05.11.2015 | <p><i>Price bid in the format attached.</i> <i>Gases prices quoted should be in Rs. per cubic metre.</i> <i>No price allowed in any other unit</i></p> <p>Anything other than prices mentioned in the price bid shall be considered invalid</p> |

All the sealed envelopes should be put in outer sealed envelope superscribing all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

S2. SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC)/ Material Standard requirements/BPS/Drawing and other requirement as given in the Purchase Order. National & International material Standards shall have to be arranged by vendors themselves. For verification of mass of gases, BHEL may calculate difference in weight of filled cylinder and tare cylinder and multiply with suitable factor i.e. the weight of 1 kg of argon, liquid

Moe



SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases

oxygen; acetylene gas is equivalent to volume as 0.618 cum³, 0.769 cum³ and 0.9403 cum³ respectively at NTP.

For Dissolved Acetylene Gas and Oxygen Gas, High Purity Argon Gas Gr I, **Material Safety Data Sheet and Test Certificates are to be provided along with supplies.**

S3 Validity of rate contract

This annual Rate contract for supply of gases shall be valid for 01 (one) year for ordering from the date of rate contract finalization. Rate contract may be extended for another one year or less time period on mutual acceptance of both parties.

S4. LOADING CRITERIA CUM COUNTER OFFER

BHEL will not give counter offer in this tender except MSE benefit.

S5. Miscellaneous

(i) **Security Deposit**

An amount equal to 1% of basic value of each invoice shall be deducted from running invoices.

Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded within 15 days after successful completion of order against this tender. EMD amount by successful bidder shall be adjusted against security deposit.

(ii) **Delivery schedule:**

Order(s) will be placed on successful tenderer(s) and sequence of delivery in batches shall be indicated by BHEL through emails and over phone as and when required. **Vendor shall be required to complete the requirement within 3 days of intimation by BHEL.**

(iii) **Quantity:**

Quantity mentioned in the annexure is indicative and can vary by 10%- item wise or full tender wise. BHEL may decide to increase or decrease the quantity by 10% or change the mix of items according to our requirement. Quantity variation from vendor's side is not allowed.

(iv) **Free detention period**

Supplier shall give 15 days free detention period from the date of receipt of the cylinders at IVP BHEL Goindwal Sahib. After 15 days, if cylinders were held by BHEL, detention charges may apply. Supplier to mention detention charges clearly.

(v) **Penalty for late delivery**

Kindly do not consider the Clause No. G14 of GCC regarding 'Penalty for Late delivery'. Penalty for late delivery will be as per detail mentioned below:

Handwritten signature



SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders shall be made within the time limit prescribed therein. Penalty for late delivery clause will be applicable for delayed supplies **@ 0.08% per day or part thereof subject to a maximum of 10%**. Once the delivery period mentioned has expired, BHEL may or may not take the delivery of item. If any bidder does not accept the LD @ 0.08% per day or part thereof subject to maximum 5%, his offer is likely to be rejected by BHEL and price bid shall not be opened. However bidders who offer any other % of LD (between 5%-10%) shall be loaded accordingly.

S6. Fraud Prevention Policy

"The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

S7. Common Guidelines for RA

Common guidelines for conducting Reverse Auction are available on Supplier Registration page and Tender Notifications page on BHEL website (www.bhel.com)

S8. General Contract Conditions

These Special terms and conditions and GCC collectively are the part of tender terms and conditions.



SPECIAL TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1516-098 Dated 05.11.2015 Due date 20.11.2015)
ITEM: Industrial Gases

CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN THREE PARTS
BIDS

| S. No. | Document | Status |
|--------|--|---|
| 1 | EMD sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address | Sealed envelope marked as Part-I "EMD envelope" Yes, Sealed |
| 2 | Envelope should contain (1) Techno-Commercial bid (2) Documents required as per Prequalification terms mentioned in tender enquiry | Sealed envelope marked as Part-II "Pre-Qualification and Techno-Commercial Bids" Yes, Sealed |
| 3 | Price Bid sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address | Sealed envelope marked as Part-III "Price Bid" Yes, sealed |
| 4. | All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date etc. | Yes |



Annexure-I to Enquiry No. 1516-098 Dated 05.11.2015, Due date 20.11.2015

Un-Price Bid Format

| Enq Sl. No. | Material Code | Description | Enquiry Quantity, cubic meters | Standard | Quoted (kindly tick) |
|-------------|---------------|----------------------------|--------------------------------|------------------------|----------------------|
| 1 | GWC670000005 | Dissolved Acetylene Gas | 2500 | IS:308/1988 latest rev | Yes/No |
| 2 | GWC670000004 | Oxygen Gas | 2500 | IS:309/2005 latest rev | Yes/No |
| 3 | GWC670000044 | High Purity Argon Gas Gr-I | 2000 | IS:5760/1998 (Rev-II) | Yes/No |

All the above gases are to be supplied as per SP: 9 (with latest rev/amendment) and 1981 cylinder rules (with latest rev/amendment). Along with cylinder Material Safety data sheet & TC are required. Max. Permissible impurity level -> Water vapour - 4 PPM. Oxygen - 4 PPM

| | | |
|---|--|-----------------------------|
| Excise Duty rate (mention in % if applicable, mention as NIL if not applicable) | Whether Excise Duty is applicable? (kindly tick) | Applicable / Not applicable |
| | If ED is applicable, kindly tick whether it is Extra / Inclusive % age rate of ED (if applicable), Please mention clearly >> | Extra / Inclusive |
| | Tick whichever is applicable >> | CST / VAT |
| CST (%) / VAT (%) | If CST/VAT is applicable, kindly tick whether it is Extra / Inclusive | Extra / Inclusive |
| | C form will be provided by BHEL IVP Goindwal for CST. Please mention the % rate of CST / VAT >> | |

MSE Firm

Hard Copy of MSE Documents attested by Notary / Gazatted officer attached

Please mention MSE SC/ ST/ General Status

Delivery destination (FOR Goindwal Sahib basis)

Validity of offers (As per BHEL terms 60 days validity is required)

Please tick >> Yes / No

Please tick >> Yes / No

Please tick >> SC / ST / others

Please accept >>

Please accept >>

We accept all terms and conditions of the Tender Enquiry No.1516-098 Dated 05.11.2015

Authorised signatory with seal

Handwritten signature and date: 20/11/15

Annexure-II to Enquiry No. 1516-098 Dated 05.11.2015, Due date 20.11.2015



Price Bid Format

| Enq Sl. No. | Material Code | Description of material | Enquiry Quantity, cubic meters | Standard | Unit Basic Price, Rs. per cubic meters | |
|----------------|---------------|----------------------------|--------------------------------------|------------------------|--|------------|
| | | | | | In Words | In Figures |
| 1 | GWC67000005 | Dissolved Acetylene Gas | 2500 | IS:308/1988 latest rev | To be filled by vendor">> | |
| 2 | GWC67000004 | Oxygen Gas | 2500 | IS:309/2005 latest rev | "To be filled by vendor">> | |
| 3 | GWC67000044 | High Purity Argon Gas Gr-I | 2000 | IS:5760/1998 (Rev-II) | To be filled by vendor">> | |

All the above gases are to be supplied as per SP: 9 (with latest rev/amendment) and 1981 cylinder rules (with latest rev/amendment). Along with cylinder Material Safety data sheet & TC are required. Max. Permissible impurity level -> Water vapour - 4 PPM, Oxygen - 4 PPM

Nothing except prices will be entertained in part-II of tender.

Authorised signatory with seal

Handwritten signature and date: 05/11/15