

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	23-07-2024 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	23-07-2024 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	75 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name/कार्यालय का नाम</b>	10170006-ivp Goindwal
<b>Total Quantity/कुल मात्रा</b>	4200
<b>Item Category/मद केटेगरी</b>	Procurement of Oxygen gas , Procurement of DA gas , Procurement of Argongas
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Procurement of Argongas
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No

<b>Bid Details/बिड विवरण</b>	
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/

#### **EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
-------------------	----

#### **ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
-------------------	----

#### **Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### **MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

#### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The

buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Bid confirmation details - [1720503362.xlsx](#)

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Procurement Of Oxygen Gas	1000
Schedule 2	Procurement Of Da Gas	1000
Schedule 3	Procurement Of Argongas	2200

#### **Procurement Of Oxygen Gas ( 1000 cubic meter )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्ट दस्तावेज	<a href="#">Download</a>
--	--------------------------

### Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1000	365

### Procurement Of DA Gas ( 1000 cubic meter )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः: श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्ट दस्तावेज	<a href="#">Download</a>
--	--------------------------

### Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1000	365

### Procurement Of Argongas ( 2200 cubic meter )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः: श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्ट दस्तावेज	<a href="#">Download</a>
--	--------------------------

## Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	2200	365

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

By BHEL with prior intimation at vendor's works

Post Receipt Inspection at consignee site before acceptance of stores:  
By BHEL at BHEL stores

### 4. Inspection

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection

Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 6. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 7. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 8. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

## 9. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

## 10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Pre - Qualification Criteria**

#### **P1: Experience Criteria:**

### **For Sl. No.1. Oxygen Gas as per IS: 309 (Latest) Material Code-GWC670000004**

The Bidder {OEM themselves or reseller(s)} should have successfully supplied 'Oxygen Gas as per IS: 309 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of 'Oxygen Gas as per IS: 309 (Latest)' with minimum cumulative purchase orders value of Rs 20,000/- (Twenty thousand Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date & corresponding invoice(s) date should be from 01.05.2019 onwards till bid opening date.

### **For Sl. No.2. Dissolved Acetylene Gas as per IS: 308 (Latest) Material Code-GWC670000005**

The Bidder {OEM themselves or reseller(s)} should have successfully supplied 'Dissolved Acetylene Gas as per IS: 308 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of "Dissolved Acetylene Gas as per IS: 308 (Latest)" with minimum cumulative purchase orders value of Rs 1,50,000/- (One lakh fifty thousand Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date & corresponding invoice(s) date should be from 01.05.2019 onwards till bid opening date.

### **For Sl. No.3. For Argon Gas Gr-II to IS 5760/1998 (Rev-II) Material Code-GWC670000044**

The Bidder {OEM themselves or reseller(s)} should have successfully supplied ' Argon Gas Gr-II or superior to IS 5760 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of " Argon Gas Gr-II or superior to IS 5760 (Latest)" with minimum cumulative purchase orders value of Rs 1,50,000/- (Rupees One Lakh fifty thousand Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date & corresponding invoice(s) date should be from 01.05.2019 onwards till bid opening date.

Start-ups shall be exempted from the above pre-qualification criteria without any relaxation in quality standards & technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

#### **P2:**

1. For Manufacturers: Procurement shall be preferred from manufacturers. Bidder has to submit an undertaking that he/she is manufacturer of quoted product. In case manufacturer insists on engaging a dealer / agent, such dealer / agent is not allowed to represent more than one manufacturer for same item.
2. For Dealers: In case of dealers / agents, valid dealer authorization certificate is required from original manufacturer. 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 same item will be rejected.

**Bidder responses have to be filled against the mentioned points of Technical Specifications Sheet along with Quality Plan.**

#### **Technical Specifications Sheet along with Quality Plan**

### **For Sl. No1. Oxygen Gas as per IS: 309 (Latest) Material Code GWC670000004**

<b>Sr. n o.</b>	<b>Parameters</b>	<b>Requirement</b>	<b>Quality/inspection Plan</b>	<b>Bidder Response</b>
1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS: 309 (Latest).	Manufacturer's Test Certificate Required	
2	Cylinder water capacity	47 litres	Should be marked on cylinder, Physical verification by BHEL in presence of vendor /vendor's representative on receipt of material at BHEL.	

3	Method of checking qty	Minimum 140 kg/cm <sup>2</sup> (137 Bar) at 27 deg c elcius for gas volume of 7 cubic meter (As per document PR.INF:001)	As per <b>document PR:INF:001 Dt.18.12.2008</b> (Sampling will be at the discretion of BHEL IVP)	
4	"Marking, painting and labelling" of cylinder	As per IS standard IS: 309 (Latest).	Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
5	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
6	Cylinders shall be fitted with safety cap and shall also be masked properly at opening point. Cylinder water capacity shall be clearly mentioned on the cylinder		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	

Note: Any non-conformity to above points will liable to rejection of gas cylinder.

**\* Document PR:INF:001 Dt.18.12.2008 is available against Sl. No. 11 Clause as Buyer Added Bid Specific ATC -Buyer uploaded ATC document**

**For Dissolved Acetylene Gas as per IS: 308 (Latest) Material Code-GWC670000005**

Sr. no.	Parameters	Requirement	Quality/inspection Plan	Bidder Response
1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS: 308 (Latest)	Manufacturer's Test Certificate Required	
2	Quantity check: Dissolved Acetylene gas cylinder must have label showing tare weight of cylinder (including porous material, Acetone)	<p>Conversion factor: <b>Gas volume (Cubic meter) = 0.94*</b></p> <p><b>Weight of gas in kgs</b></p> <p>weight of gas = filled cylinder weight - tare weight (empty cylinder weight) As per document Document PR:INF:004</p>	<p>Physical inspection by BHEL on receipt of material at BHEL.</p> <p>as per detail mentioned in <b>Document PR:INF:004 Dt.18.12.2008</b></p> <p>(Sampling will be at the discretion of BHEL )</p>	

3	"Marking, painting and labelling" of cylinder	IS :1260 (Part 1)-1973 and IS: 1446-1985)	Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
4	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
5	Cylinders shall be fitted with safety cap and shall also be masked properly at opening point.		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
Note: Any non-conformity to above points will liable to rejection of gas cylinder.				

**\* Document PR:INF:004 Dt.18.12.2008 is available against Sl. No. 11 Clause as Buyer Added Bid Specific ATC -Buyer uploaded ATC document**

#### **Technical Specifications Sheet along with Quality Plan**

**For Argon Gas Gr-II or superior to IS 5760 (Latest) Material Code GWC670000044**

<b>Sr. no.</b>	<b>Parameters</b>	<b>Requirement</b>	<b>Quality/inspection Plan</b>	<b>Bidder Response</b>
1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS: 5760 (Latest)	Manufacturer's Test Certificate Required	
2	Method of checking qty	Minimum 140 kg/cm <sup>2</sup> (137 Bar) at 27 deg Celsius for gas volume of 7 cubic meter (As per document PR.INF:001)	As per <b>document PR:INF:001 Dt.18.12.2008</b> (Sampling will be at the discretion of BHEL IVP)	
3	Cylinder water capacity	47 litres	should be marked on cylinder, Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	

4	"Marking, painting and labelling" of cylinder	As per IS standard I S: 309 (Latest).	Physical verification by BHEL in presence of vendor/vendor 's representative on receipt o f material at BHEL.	
5	Gas cylinders shall be as per design s and of suitable capacity, marking, painting, labelling and transport of c ylinders conforming to the requirem ents prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor 's representative on receipt o f material at BHEL.	
6	Cylinders shall be fitted with safety cap and shall also be masked proper ly at opening point.		Physical verification by BHEL in presence of vendor/vendor 's representative on receipt o f material at BHEL.	
Note: Any non-conformity to above points will liable to rejection of gas cylinder.				

**\* Document PR:INF:001 Dt.18.12.2008 is available against Sl. No. 11 Clause as Buyer Added Bid**

**Specific ATC -Buyer uploaded ATC document Technical Specifications Sheet along with Quality Plan**

**General Terms and conditions:**

1. Quantity requirement shall be indicated by BHEL through email as and when required. Delivery of minimum 20 cylinders (140 cubic m) is required within 5 days of intimation. So, Bidder shall be able to supply tentative monthly requirement of 20 to 25 Cylinders.
2. Gas should be supplied in vendor's own cylinders and collection of empty cylinders will be in supplier scope.
3. Supplier have to provide free rental period of 60 days for supplied cylinders. After that detention charges @Rs.2 per cylinder per day shall be applicable.
4. Cylinder safety data sheet, test certificate and Guarantee certificate is required with each supply and should be as per applicable IS standard.
5. All the test reports (including mandatory gas composition) shall be from calibrated instruments/equipment traceable to a NABL approved laboratory. BHEL reserves the right to demand calibration certificates of the equipment/instruments used in testing and may Audit/Witness/PDI the filling and testing procedures carried at manufacturer's end with prior intimation.
6. This rate contract (RC) will be valid for one year from date of finalization of contract. It may be noted that depending on quantum and type of work/job, cumulative order quantity may be less than total contract quantity.
7. The Requirement is for 1 Year (approx.) through rate contract (RC). The quantity variation +25% will be applicable.

**Payment Terms:** Payments shall be made to the Seller within the mentioned days (as per below table) of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills.

Type of Bidder	Payment Terms (Number of days)
----------------	--------------------------------

Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid.

If no valid certificate as per latest MSME guidelines is submitted along with bid, then bidder will be considered as Non-MSME.

## Performance Security (PS)

Applicability:

1) Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rupees one lakh.

2) **In case total PO value on vendor in one tender enquiry is greater than Rs.**

**1 Lakh:** Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months beyond the completion of all supplies under the PO.

Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs . 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 12 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract.

The mentioned value is net of taxes.

Vendor has to submit written request to BHEL for refund of PS well in advance before the due date.

In case of non-submission of PS for 5% of contract value, it will amount to breach of contract.

### Mode of deposit:

Performance security may be furnished in the following forms:

1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

3) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL ).

4) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

5) Insurance Surety Bond.

6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

### **Forfeiture of Performance Security:**

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

#### **Breach of contract, Remedies and Termination**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

#### **Warrante and Corresponding Repair / Replacement of Goods**

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warranty against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

#### **UNIT RATES TO BE QUOTED INCLUSIVE OF TAXES AND FOR BHEL GOING DWAL BASIS.**

#### **11. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**