

ANNEXURE-B (COMMERCIAL FOR INDEGENOUS VENDORS)
(Submit the document with company's seal and authorized signature)

Enquiry No – E1923031

S.No.	BHEL TERMS	Vendors Remarks
1.	Prices shall be firm till delivery	
2.	INSPECTION: BHEL/customer and/or Third party appointed by BHEL shall do Inspection at your works. Third party inspection charges shall be borne by BHEL. Any other inspection/ testing charges if any are to be included in the quoted prices. Minimum 10 days' notice to be given for inspection. Please confirm.	
3.	<u>Delivery Destination:</u> - The material is required to be supplied to FOR BHEL Bhopal.	
4.	Price to be furnished on FOR destination BHEL Bhopal , duly insured basis inclusive of P&F charges.	
5.	Minimum delivery period to be quoted in no of weeks from the date of receipt of Purchase Order. If any document approval is required then the delivery period shall start from the date of document approval however vendor shall submit all documents with in 7 days of issue of PO. And subsequent submission shall be within 5 days in case any revision required.	
6.	<u>Payment terms:</u> 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers under as per relevant act in force) subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
7.	Confirm whether bidder is Manufacturer or Trader or Dealer of items under enquiry. In case of Trader or Dealer, please furnish authorization certificate from OEM.	
8.	<u>Penalty:</u> - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC).	
9.	<u>Specify</u> HSN code OF MATERIAL item wise in the offer.	
10.	GST TYPE & ITS PERCENTAGE APPLICABLE item wise mentioned in the offer (IGST/CGST+SGST/UGST)	
11.	The offer must be valid for 90 days from the date of technical bid opening.	
12.	Submitted duly seal & signed Annexure C	
13.	Submitted duly seal & signed on all pages – BHEL GTC (BP200102)	
14.	Incase of MSE Vendor kindly provide UDYAM Certificate	

NOTE-

1) DEVIATION IN ANY COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.

2) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE WILL SUPERCEDE.

3) IN CASE BIDDER IS NOT MAKING AN OFFER AGAINST THIS ENQUIRY, WE REQUEST THE BIDDER TO POST THE REGRET LETTER.

ANNEXURE- C
DECLARATION BY VENDOR

We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No. E.....

1.0
2.0
3.0

.....

I, hereby declare on behalf of M/s.and the family or sister concern affiliates/ subsidiary firms listed above that we are not including in cartel formation for Enquiry No. E.....

(.....)

For M/s.

(Seal & Sign)

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Sl.No.	Description
1	General:
A	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Through E- procurement
A1	<p>1. Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid</p> <p>2. Suppliers shall quote price on BHEL authorised third party service provider e-procurement site. Any deviation from the price format shall be clearly brought out in the offer Bid part I.</p> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. Bidders to put sign and seal on all the uploaded documents. The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	Through tender room
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to In charge, Tender Room, Bharat Heavy Electricals Ltd. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
D	<p>BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation.</p> <p>Bidders to give their acceptance with the offer 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.</p> <p>Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on www.bhel.com).</p> <p>The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price /envelope-sealed price)</p>



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	<p>thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.</p> <p>If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on www.bhel.com).</p> <p>In case RA fails, sealed/E-proc price bids shall be opened in line with RA Guidelines. In case BHEL decides to open the sealed paper price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.</p>
E	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
F	Offers shall be submitted directly by vendor or his authorized agent only. Unsolicited offers shall be summarily rejected.
G	Bid in single part or techno-commercial bid in two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
H	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
I	<ol style="list-style-type: none">Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
J	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
K	Wherever the enquiry is issued to unregistered vendor, the bidder shall visit ' www.bhel.com ' for submitting the online Supplier Registration Application. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid & after supplier registration.
L	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
M	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.
N	Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
O	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bhelbpl.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
P	In the course of evaluation, if more than one bidder happens to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of availability of goods from Indigenous sources, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor in last 3 years, preceding the current financial year, for the same item. BHEL's decision in such situations shall be final and binding.
Q	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of LI price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at LI counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
R	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>
3	Delivery Terms
A	Indigenous Purchase



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A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.	
B	Foreign Purchase — Imports	
B1	<ol style="list-style-type: none"> 1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT) & Break-bulk Cargo at Mumbai (MPT). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website www.bhelbpl.co.in for details of named Air ports and Sea ports. Name of the gateway port so chosen by the Seller shall be indicated by the Bidder in his offer. 	
B2	<ol style="list-style-type: none"> 1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period. 2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Seller's account.</u> 	
4	Vendor's particulars & logistics information (Bidder to give details against each of the provisions)	
A	Name of the vendor's executive to deal with this tender / project	
B	E-mail address of the contact person	
C	Telephone no. of the contact person	
D	Name of location from where the goods shall be offered for inspection and dispatch	
5	Additional logistics information for Imports	
A	Bid currency	
B	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
C	Name of Airport in the country of dispatch for FCA delivery terms	
D	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)	
E	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
F	Approx. distance in km. from Vendor's works to Port of Loading	Sea port /Air port
6	Delivery Schedule & Completion date	
A	<ul style="list-style-type: none"> • Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. • If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable. • BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery. 	
B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.	
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.	
7	Transit Insurance	



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A	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	Force Majeure
A	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	Penalty for delayed performance.
A	I. Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT. II. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. III. In case of any amendment / revision, the penalty shall be linked to the amended / revised PO. IV. Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
10	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	Documentation:
A	Indigenous Purchase
	Seller shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order. In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
B	Foreign Purchase — Imports
	Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the



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	<p>Purchaser</p> <ol style="list-style-type: none">Express / Original 'Clean on board' Bill of Lading / AWB.One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.Original Certificate of Country of Origin issued by Chamber of Commerce.One set of Original Test Certificates and O&M Manual where called for.Fumigation / Phyto Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.Supplier should additionally forward 2 sets of original documents mentioned at point 1 to 5 along with original bill to Lading through any international courier service/registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following: (i) AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA Email - msseabpl@bhel.in (In case of sea freight) msair@bhel.in (In case of air freight) (ii) DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp@bhelbpl.co.in <p>And confirm forwarding details to AGM (MM- FE), BHEL Bhopal at mmfe@bhelbpl.co.in</p> <ol style="list-style-type: none">In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at mmfe@bhelbpl.co.in & msseabpl@bhel.in (for sea shipment) or msair@bhel.in (for air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. <p>In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p>
C	General
	<ol style="list-style-type: none">For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation
12	Pricing Terms
A	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	Price Validity :
A	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	Taxes & Duties - Indigenous Purchase
	Vendor to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.
	Vendor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 th of next calendar month in the online GST portal wherever applicable.
	Vendors to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment alongwith invoice.
	Vendor to submit invoices compliant with GST invoice Rules
	Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
	Vendor to ensure TAX INVOICE submission along with consignment
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, vendors have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the vendor on submission or delivery of material / services the same shall be passed on to them.



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	In respect of free issue material by BHEL, vendors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the vendor, the additional financial implications on BHEL shall be passed on to the vendor
	Vendors to provide the applicable HSN / SAC codes as called for in the enquiry
	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
15.	Taxes & Duties - Foreign Purchase — Imports
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	Payment Terms-
A	Indigenous: 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	Foreign: 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
C	Foreign vendors to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.
D	Foreign vendors to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the vendor as a declaration.
17	Inspection of Goods
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
E	REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier: a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL. Or b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the

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	<p>supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order.</p> <p>In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase.</p> <p style="text-align: center;">Or</p> <p>e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 45 days from the date of intimation of rejection or 30 days after receipt of the intimation of rejection whichever is earlier. If vendor fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p>
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
A	<p>Manufacturer's works test/infection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.</p> <p>In case the defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	Evaluation and Loading Criteria:
	<p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account.</p>
20	Variation of orders
	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	Sub-contract
	BHEL's order or part thereof, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	Recovery / deductions of amount from supplier
	<p>a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills.</p> <p>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	Safety clause for purchase orders
	The vendors shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable

GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>Inspection Agency for performing inspection.</p> <p>The vendor shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.</p>
24	Non-Disclosure Agreement
	<p>All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></p>
	<p>DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.</p>
25	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>In case of Contract with Public Sector Enterprise (PSE) or Government Department, the following shall be applicable :</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India



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GENERAL TERMS AND CONDITIONS OF ENQUIRY

	shall have sole jurisdiction.
27	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
29	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) — Indigenous Purchase
A	Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
B	In tender, participating MSEs quoting price within price band of L1+15% 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 MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). In case of indivisible tender the full quantity shall be awarded to L1.
C	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from it's original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	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 (As per BHEL Format, 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents are 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
30	Integrity Pact (IP) — Independent external monitors (IEM) For tenders in which integrity pact is applicable, following points stand valid :
A	IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name : ----- Address : ----- E-mail : ----- As indicated in NIT / enquiry



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GENERAL TERMS AND CONDITIONS OF ENQUIRY

B	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>NOTE : No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p>For all clarifications/ issues related to the tender, Please contact:</p> <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Deptt</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		(1)	(2)	Name			Landline No.			Mobile No.			Email			Deptt			Address			Fax		
	(1)	(2)																							
Name																									
Landline No.																									
Mobile No.																									
Email																									
Deptt																									
Address																									
Fax																									
31	<p>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 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.</p>																								
32	<p>Integrity Commitment: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof :</p>																								
A	<p>Commitment by BHEL :</p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
B	<p>Commitment by bidder / Supplier / Contractor :</p> <ul style="list-style-type: none">- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL- The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.																								
C	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.</p>																								

PQR

PI-821122034 Dated- 16/07/2022

Pre- Qualifying Criteria:

1.) Only those vendors who have past experience in supply of welding consumables gas (like CO₂, Argon, Acetylene, Oxygen, etc.) of minimum PO value of Rs 50 thousand/- in last 5 years (from Bid Opening Date) are eligible for this enquiry.

Out of following sets (Set A and Set B) of documents, any one set to be provided (with price jacketed) to establish proof of supply:

Set A: PO Copy and Invoice Copy

OR

Set B: PO Copy or Invoice Copy along with any one of the following documents:

- i. Airway bill or
- ii. Bill of lading or
- iii. LR document or
- iv. Delivery challan or
- v. E-way Bill or
- vi. Customer certificate for receipt of material or
- vii. Goods Receipt Note

Note: If the document listed above under does not contain the details of enquiry items then vendor has to provide relevant documents which will establish the co-relation of these documents to the satisfaction of BHEL.

2.) Only indigenous vendors are eligible for this enquiry.

3.) Vendor should be Original Equipment Manufacturer (OEM) or authorized dealer/ distributor of OEM. In case the party is dealer/ distributor, they should give valid authorization certificate of OEM along with offer.

4.) BHEL reserves the right to verify information provided by vendor. In case the information provided by vendor is found to be false/incorrect, the offer shall be rejected.

16/7/22

SATYA SHRI
प्रबंधक / Manager
एच.सी.एम. विभाग / HCM Division
बी.एच.ई.एल., भोपाल / BHEL, Bhopal

PANKAJ NIMJE
उप महाप्रबंधक / DGM
एच.सी.एम. विभाग / HCM Division
बी.एच.ई.एल., भोपाल / BHEL, BHOPAL

IICM DIVISION Welding Development & Technology			
I No. 821122034		Date: 16, Jul 2022	
Technical Specification No: HCM/Tooling/TS20/ Rev 00			
No.	DESCRIPTION FOR BHEL REQUIREMENT	Vendor to Confirm	Remarks
1	Ultra-pure argon gas Grade -1 as per IS 5760:1998 with minimum purity of 99.999% , moisture content maximum upto 2 ppm.		
2	Gas is to be supplied in party's own cylinder.		
3	Capacity of cylinders: 46.7 Litres (Approx.)		
4	Overall length of cylinders(approx.): 1475 mm		
5	Valve: Valve shall be made of brass confirming to IS 3224		
6	Vendor has to ensure that all the party cylinders shall have good quality valve threads which can be fitted for standard Argon gas regulator which belongs to IS 6901-2009 and ISO 2503-1998.		
7	Vendor has to ensure to provide safety caps /protection for cylinder valves.		
8	Spindle of valve operation : Key operated		
9	Colour of the cylinder body: Peacock blue confirming to IS 4379:1981 or latest revision.		
10	Packing & Marking of Cylinder as per clause 6 of IS 5760:1998		
11	Gas shall be supplied in PESO (Petroleum and Explosives Safety Organization approved cylinder with valid hydro test certificate.		
12	All cylinders are required to be examined and tested periodically as per the Gas Cylinder Rules, Responsibility for compliance with this rests with the seller, who will carry out test as may be required		
13	The bidder shall submit all the test reports at the time of supply.		
14	Supply Terms & Condition		
4.1	The enquiry quantity is subjected to part delivery on as and when requirement basis. Thus there may be multiple lot of supply to complete Enquiry/PO quantity. Supply has to be made on as and when basis requirement within 7 days of BHEL intimation		
4.2	Vendor has to supply minimum 15 Nos of filled cylinders to BHEL at a time. BHEL reserves the right to call any no. of cylinders with max. limit 30 no. cylinders at a time.		
4.3	Vendor has to make their own arrangements for lifting off empty cylinders and supply of filled cylinders to HCM Main Store, BHEL Bhopal.		
4.4	Free rental period of party cylinders would be minimum 45 days.		

Naup
16/7/22

Signature
सत्य श्री / SATYA SHRI
16/7/22
Manager

म. विभाग / HCM Division
बी.एच.ई.एल., भोपाल / BHEL, Bhopal

निमजे / PANKAJ NIMJE
उप निहायक / DGM
एच. सी. ई. विभाग / HCM Division
बी.एच.ई.एल., भोपाल / BHEL, Bhopal

Indian Standard

ARGON, COMPRESSED AND LIQUID — SPECIFICATION

(Second Revision)

1 SCOPE

This standard prescribes requirements and methods of sampling and test for argon, liquid and compressed.

2 REFERENCES

The Indian Standards listed below contain provisions which through reference in this text, constitute provisions of this Indian Standard. At the time of publication, the editions indicated were valid. All standards are subject to revision, and parties to agreements based on this Indian Standard are encouraged to investigate the possibility of applying the most recent editions of the standards indicated below:

<i>IS No.</i>	<i>Title</i>
4905 : 1968	Methods for random sampling
7062 : 1973	Glossary of terms used in gas industry

3 TERMINOLOGY

For the purpose of this standard, the definitions given in IS 7062 shall apply.

4 GRADES

There shall be three grades of argon, namely:

- Grade 1* Ultra high purity argon for use in electronics and allied industries and in direct reading vacuum spectrograph,
- Grade 2* High purity argon for use in lamp and allied industries, and
- Grade 3* Commercial grade argon for use in welding industry and for other metallurgical operations.

5 REQUIREMENTS

5.1 The material shall be compressed gas or liquid for vaporization.

5.2 The material shall comply with the requirements prescribed in Table 1 when tested in accordance with the methods prescribed in Annex A. Reference to the relevant clauses of Annex A is given in col 6 of Table 1.

6 PACKING AND MARKING

6.1 The gas shall be supplied compressed in cylinders or liquid argon tanks. The design of cylinders or liquid argon tanks, the maximum pressure of argon in them, and packing, marking, painting, labelling and transport of cylinders tanks shall be in conformity with the *Gas Cylinder Rules*, 1981 of the Government of India, with modifications as may be ordered from time to time by the Chief Controller of Explosives or any other authority duly constituted by the Government of India.

Table 1 Requirements for Argon, Compressed and Liquid
(Clauses 5.2 and B-3)

Sl No.	Characteristic	Requirement			Method of Test (Ref to Cl No. in Annex A)
		Grade 1	Grade 2	Grade 3	
(1)	(2)	(3)	(4)	(5)	(6)
i)	Oxygen, ppm, <i>Max</i>	0.5	5.0	10.0	A-2, A-3
ii)	Nitrogen, ppm, <i>Max</i>	2.0	10.0	300	A-2, A-4
iii)	Hydrogen, ppm, <i>Max</i>	1.0	2.0	5.0	A-2
iv)	Water vapours, ppm, <i>Max</i>	0.5	4.0	7.0	A-5
v)	Carbon dioxide, ppm, <i>Max</i>	0.5	0.5	3.0	A-2, A-6
vi)	Carbon monoxide, ppm, <i>Max</i>	0.5	0.5	2.0	A-2, A-7
vii)	Hydrocarbons, ppm, <i>Max</i>	0.2	0.5	—	A-2, A-8

7 SAMPLING

The method of drawing representative samples from a lot, number of tests to be performed and the criteria for conformity of the material to the requirements of this specification shall be as prescribed in Annex B.

IS 5760 : 1998

ANNEX A

(Clause 5.2)

METHODS OF TEST FOR ANALYSIS OF ARGON, COMPRESSED AND LIQUID

A-1 GENERAL

Only instrumental methods of test have been prescribed for analysis of argon, compressed and liquid.

A-2 DETERMINATION OF OXYGEN, NITROGEN, HYDROGEN, WATER VAPOUR, CARBON DIOXIDE, CARBON MONOXIDE AND HYDROCARBONS

A-2.1 Gas Chromatographic Method

A-2.1.1 Principle

Chromatography is a process of separation achieved by means of a partition between a stationary phase and a moving phase. A suitable synthetic zeolite and suitable detector are used in chromatography.

When the accuracy of analysis is to be achieved at the level of 1 ppm, the results obtained are always relative to the impurities of carrier gas and are not absolute values. Hence, the ultra high purity carrier gas, that is, Grade 1 argon is to be purified further by a suitable rare gas purifier to achieve zero impurity carrier gas.

The purifier system consists of titanium granules at 700°C for removal of nitrogen and oxygen, a copper oxide furnace for removal of hydrogen and carbon monoxide, and molecular sieve to remove carbon dioxide and moisture.

The construction of the gas chromatograph is the same as that of any gas chromatograph with a gas sampling valve and a loop of known volume. The column material is molecular sieve 5 A filled in stainless steel column of 4 m length and 4.6 mm internal diameter. The column is regenerated at 250°C in a stream of argon for about 4 h. The detector is the most important part of the whole assembly and is called argon discharge detector. Purified carrier argon gas, which

passes through the detector chamber, is subjected to a strong electromagnetic field maintained between two electrodes by a high frequency generator. The resulting luminescence is modified subsequently by any other element passing through the chamber.

The high frequency generator is operated on a stabilized voltage. The luminous intensity of the gas discharge tube is measured by means of a photo-resistive cell, which is one of the branches of the bridge whose unbalanced voltage is the output signal for recording or integrating.

A-2.1.2 Procedure

Calibrate the instrument against calibration gas of known composition by measuring the peak heights or areas under various peaks of the chromatograph following the instructions of the manufacturer. Carry out the test according to the manufacturer's instructions and compute the concentration of the various impurities by comparing the peaks or the areas under peaks with that of the calibration gas.

The nature of chromatograph of a calibration gas mixture in argon is depicted in Fig. 1.

A-3 DETERMINATION OF OXYGEN

A-3.1 General

Two methods have been prescribed, namely electrochemical analyser method and gas chromatographic method.

A-3.1.1 Electrochemical Analyser Method

A-3.1.1.1 Principle

The oxygen detection element consists of a number of silver disc arranged around a central helix to form a spiral through which the test gas passes. The spiral is contained within a porous vyon tube immersed in a

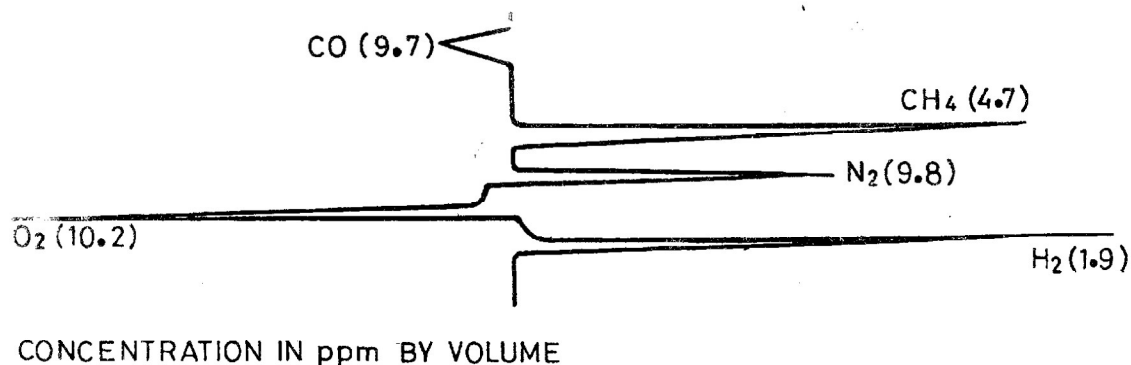


FIG. 1 CALIBRATION GAS

pool of potassium hydroxide electrolyte to keep the tube moist. The silver acts as the cathode of the cell. Where oxygen molecules in the test gas are absorbed on its surface and go into the solution in the electrolytes as hydroxyl ions. These ions migrate through the electrolyte to the cadmium anode which is oxidized to cadmium hydroxide, the ions having given up their negative charge causing a current to flow in the external circuit consisting of a galvanometer connected across the electrodes. The magnitude of the current is a measure of the amount of oxygen in the gas.

A-3.1.1.2 Apparatus

The instrument should be capable of determining oxygen in the range of 0 to 1 vpm, 0 to 10 vpm, 0 to 100 vpm and 0 to 1 000 vpm.

A-3.1.1.3 Procedure

The procedure to be followed for the determination shall depend on the type of analyser used. The manufacturer's instructions in this regard shall be followed.

A-3.1.2 Gas Chromatographic Method

The procedure for carrying out the determination shall be the same as prescribed under A-2.

A-4 DETERMINATION OF NITROGEN

A-4.1 General

Two methods have been prescribed, namely, gas chromatographic method and spectra analysis method.

A-4.1.1 Spectra Analysis Method

A-4.1.1.1 Principle

The spectra analyser determines nitrogen in argon in the range of 0 to 100 vpm. The analyser is based around a pyrex/quartz cell through which the test gas is passed. A high a.c. Voltage is applied to this cell which causes ionization of the gas and consequent emission of light. A particular and proportionate fraction of this light results from the ionization of nitrogen which is present in the sample. The intensity of emission of light is proportional to the nitrogen concentration. The emitted light through a chopper and narrow band interference filter. The transmitted light, which is proportional to the nitrogen present in the test gas, is detected by a photo-multiplier tube and converted into electrical signal. The signal is pre-amplified and measured. The analyser is to be calibrated by a standard gas mixture.

A-4.1.1.2 Procedure

It shall depend on the type of analyser used. The instrument manufacturer's instructions in this regard shall be followed.

A-4.1.2 Gas Chromatographic Method

The procedure for carrying out the determination shall be the same as prescribed under A-2.

A-5 DETERMINATION OF WATER VAPOUR

A-5.1 General

Four methods have been prescribed. Three methods are instrumental namely, electrolytic hygrometer, frost or dew point hygrometer and capacitance hygrometer. Fourth one is absorption method. For routine analysis any of the methods may be employed. However, in case of any dispute in the determination of water vapour, absorption method shall be used as a referee method.

A-5.1.1 Electrolytic Hygrometer

The method is based on the absorption and electrolysis of the water vapour present in the sample gas. The electrolytic current gives a direct measurement of water vapour present in the gas flowing through the instrument at a steady rate. The exact procedure to be followed shall depend on the type of apparatus to be used. The instrument manufacturer's instructions in this regard shall be followed.

A-5.1.2 Frost or Dew Point Hygrometer

A metal surface on the hygrometer is cooled so that dew or frost is formed from the water vapour content of the gas at a particular pressure which may be observed optically in the apparatus. The temperature at which the dew or frost is formed is a measure of water vapour content of the gas. The exact procedure to be followed shall depend upon the type of apparatus to be used. The instrument manufacturer's instructions in this regard shall be followed.

A-5.1.3 Capacitance Hygrometer

The method is based on the change of capacitance of the sensor when a sample gas containing water vapour passes through it. The change in capacitance gives a direct measurement of water vapour present in the gas. The procedure to be followed shall depend upon the type of apparatus to be used. The instrument manufacturer's instructions in this regard shall be followed.

A-5.1.4 Absorption Method

A-5.1.4.1 Apparatus

The apparatus consists of the following parts assembled as shown in Fig. 2.

A-5.1.4.1.1 Gas meter accurate to 1 percent

A-5.1.4.1.2 Absorption train

Three U-tubes containing phosphorus pentoxide connected in series to the gas meter. The one near to

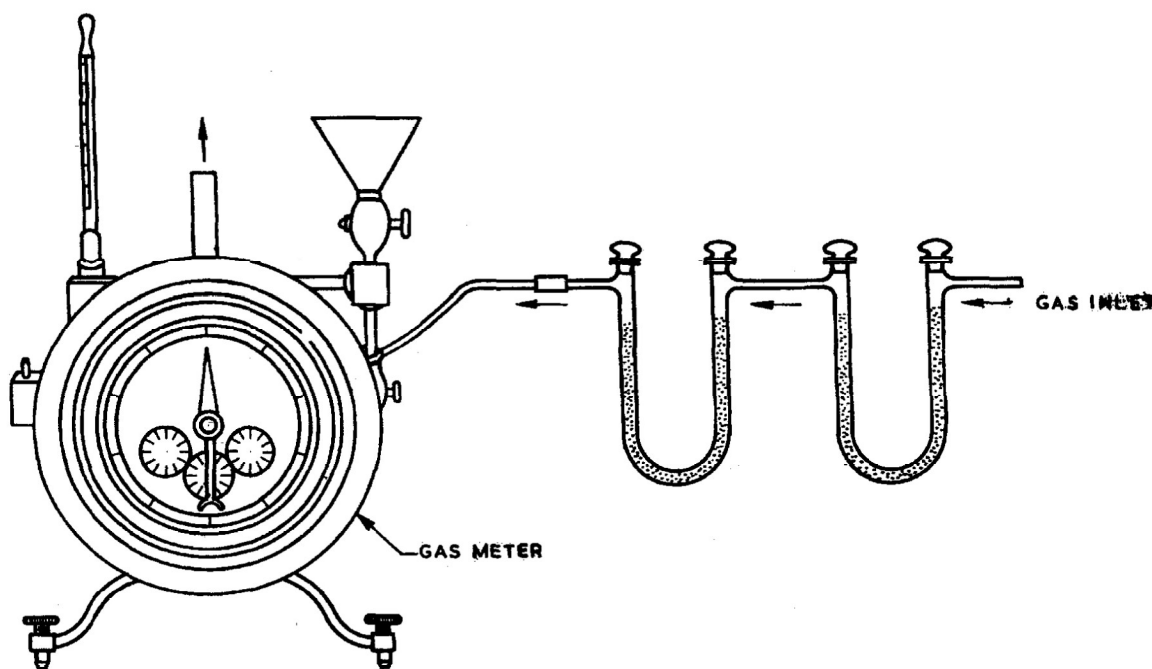


FIG. 2 ASSEMBLY OF APPARATUS FOR THE DETERMINATION OF MOISTURE

the gas meter will serve as a guard to prevent moisture from backing into the first two tubes.

A-5.1.4.2 Procedure

Connect the 3 tubes in series to the inlet of the gas meter and connect the free end of U-tubes to the gas sample. Allow the gas to flow through the train for a while to saturate the water in the gas meter with the gas as well as replacing the air in the first two U-tubes. Stop the gas flow, close the stopcocks of the U-tubes and weigh the first two U-tubes. Connect again, record the meter reading. Pass the gas through the train at the rate of 10 litres per hour for 4 to 5 h. Close the gas supply and record the meter reading. Remove the first two U-tubes and weigh.

A-5.1.4.3 Calculation

Convert the volume of gas taken for the test to normal temperature and pressure. From the increase in weight, calculate the volume of water vapour present on the basis that 1 g of water is equivalent to 1.244 litres of water vapour at normal temperature and pressure and express the result as percentage by volume.

A-6 DETERMINATION OF CARBON DIOXIDE

A-6.1 General

Three methods have been prescribed, namely, infra-red analyser, electrochemical method and gas chromatographic method.

A-6.1.1 Infra-Red Analyser

The infra-red analysers are used for determining impurities of hetero-atomic gases. The hetero-atomic

gases absorb energy at characteristic wavelengths when subjected to infra-red radiation. The procedure to be followed for determining the impurities shall depend on the type of apparatus to be used. The instrument manufacturer's instructions in this regard shall be followed.

A-6.1.2 Electrochemical Method

When a gas containing carbon dioxide passes through a reactive liquid, the electrical conductivity of the liquid changes depending on the carbon dioxide content. The measurement of the change in electrical conductivity gives a direct measurement of the carbon dioxide content. The procedure to be followed shall depend upon the type of apparatus to be used. The instrument manufacturer's instructions in this regard shall be followed.

A-6.1.3 Gas Chromatographic Method

The procedure for carrying out the determination shall be the same as prescribed under A-2.

A-7 DETERMINATION OF CARBON MONOXIDE

A-7.1 General

Two methods have been prescribed namely, gas chromatographic method and infra-red analyser method.

A-7.1.1 Gas Chromatographic Method

The procedure for carrying out the determination shall be the same as prescribed under A-2.

A-7.1.2 Infra-Red Analyser Method

The procedure for carrying out the determination shall be the same as prescribed under A-6.1.1.

A-8 DETERMINATION OF HYDROCARBONS

A-8.1 General

Three methods have been prescribed, namely, gas chromatographic method, infra-red analyser method and total hydrocarbon analyser method.

A-8.1.1 Gas Chromatographic Method

The procedure for carrying out the determination shall be the same as prescribed under A-2.

A-8.1.2 Infra-Red Analyser Method

The procedure for carrying out the determination shall be the same as prescribed under A-6.1.1.

A-8.1.3 Total Hydrocarbon Analyser Method

A-8.1.3.1 Principle

The sample containing hydrocarbon impurities is burnt in a jet of hydrogen in the flame ionization detector and the organic component present in the sample gas provide the source of ions. Concentration of ions is proportional to the concentration of organic components. Electrodes having considerable potential difference between them are used to measure the current produced due to ionization and the instrument is calibrated in the terms of concentration of hydrocarbons.

A-8.1.3.2 Procedure

Calibrate the instrument against calibration gas of known concentration of hydrocarbon following the instructions of the manufacturer. Then carry out the test according to the manufacturers instructions.

ANNEX B

(Clause 7)

SAMPLING OF COMPRESSED ARGON

B-1 SCALE OF SAMPLING

B-1.1 Lot

In any consignment, all cylinders charged at a time from one charging manifold shall constitute a lot.

B-1.2 The number of cylinders (*n*) to be selected from a lot shall depend on the size of the lot (*N*) and shall be in accordance with col 1 and 2 of Table 2.

B-1.2.1 The cylinders shall be selected at random and in order to ensure the randomness of selection, a random number table (*see* IS 4905) shall be used. In case such a table is not available, the following procedure shall be followed:

Starting from any cylinder in the lot, count them in one order as 1, 2, 3..... up to *r* and so on, where *r* is the integral part of *N/n*. Every *r*th cylinder thus counted shall be withdrawn to give the sample for test.

B-2 TEST SAMPLES

A sample of gas shall be drawn from each cylinder selected as in B-1.2 and shall be the individual test sample from each cylinder.

Table 2 Number of Cylinders to be Selected
(Clause B-1.2)

Lot Size (<i>N</i>)	Number of Cylinders to be Selected (<i>n</i>)
(1)	(2)
Up to 50	5
51 to 100	8
101 to 150	15
151 to 300	20
301 and above	25

B-3 NUMBER OF TESTS

All the individual test samples in B-2 shall be tested separately for the requirements given in Table 1.

B-4 CRITERIA FOR CONFORMITY

A lot shall be declared as conforming to the requirements of this specification if all individual samples tested, pass the requirements prescribed in 5.2.

IS 5760 : 1998

ANNEX C*(Foreword)***COMMITTEE COMPOSITION**

Industrial Gases Sectional Committee, CHD 006

Chairman

SHRI I. MOOKHERJEE

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6th Floor, East Wing, 26-27, M.G. Road, Bangalore 560001*Members*

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SHRI S. P. SINGH (*Alternate*)
DR V. N. SINGH
DR R. S. RAJAGOPALAN,
Director (Chem)

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Hindustan Gas and Industries Ltd, 24 Parganas (WB)
Asiatic Oxygen Ltd, Calcutta
Steel Authority of India Ltd, New Delhi
Department of Industrial Policy and Promotion, New Delhi
National Test House, Calcutta
Industrial Gases Ltd, Calcutta
Rashtriya Chemicals and Fertilizers Ltd, Mumbai
IOL Ltd, Calcutta
Bharat Electronics Ltd, Bangalore
Bombay Oxygen Ltd, Mumbai
Vikram Sarabhai Space Centre, Thiruvananthapuram
Department of Electronics, New Delhi
Semi Conductor Complex Ltd, Punjab
Central Revenues Control Laboratory, New Delhi
Asiatic Oxygen and Acetate Co Ltd, Calcutta
Bharat Heavy Electricals Ltd, Hyderabad
Central Electronics Ltd, Ghaziabad
Chief Controller of Explosives, Nagpur
Industrial Oxygen Co Ltd, Mumbai
All India Industrial Gas Manufacturers Association, New Delhi
Gujarat State Fertilizer Corporation, Vadodara
Laxman Sylvania Ltd, New Delhi
Ministry of Defence (DGQA), New Delhi
Ordinance Factory, Bhandara
Director General, BIS (*Ex-officio Member*)

Member Secretary

SHRI S. MAJUMDER

JOINT DIRECTOR (Chem), BIS

(Continued on page 7)

(Continued from page 6)

Oxygen, Argon, Acetylene, Hydrogen, Nitrogen, Carbon Dioxide, Helium Subcommittee, CHD 006:01

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South India Carbonic Gas Industries Ltd, Chennai
National Test House, Calcutta
Industrial Gases Ltd, Calcutta
Rashtriya Chemicals Fertilizers Ltd, Calcutta
Mohan Meakins Ltd, Mohan Nagar
Gujarat State Fertilizer Corporation, Vadodara
Laxman Sylvania Ltd, New Delhi
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This Indian Standard has been developed from Doc : No. CHD 6 (258).

Amendments Issued Since Publication

Amend No.	Date of Issue	Text Affected

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**AMENDMENT NO. 1 DECEMBER 2008
TO
IS 5760 : 1998 ARGON, COMPRESSED AND
LIQUID — SPECIFICATION**

(Second Revision)

(Page 5, Annex B, Table 2) — Substitute the following for the existing:

Table 2 Number of Cylinders to be Selected
(Clause B-1.2)

Lot Size <i>N</i> (1)	Number of Cylinders to be Selected <i>n</i> (2)
Up to 25	3
26 to 50	5
51 to 100	8
101 to 200	15
201 to 300	20
301 and above	25

(CHD 6)

Reprography Unit, BIS, New Delhi, India

Techno-Commercial Bid (To be filled by supplier and submit with offer)				
Tender No.		E1923031		
Description :		1.ULTRA PURE ARGON GAS WITH MINIMUM PURITY 99.999% GRADE -I, GAS TO BE SUPPLIED IN PARTY'S OWN CYLINDER AS PER TECHNICAL SPEC HCM/TOOLING/TS20/ REV 00. QTY REQUIRED IS 420 QM.		
Remarks :		1. OFFER TO BE SUBMITTED IN TWO PART BID I.E, 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEX' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3. PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP 200102), ANNEXURE B & ANNEXURE C ALONG WITH THE OFFER. 4. PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5. ENQUIRY TECHNICAL TERM : AS PER RESPECTIVE TECHNICAL DESCRIPTION. 6. SUPPLIER TECHNICAL TERM : TC /GC TO BE SENT ALONG WITH MATERIAL SUPPLY. ITEMS TO BE SUITABLY PACKED TO AVOID TRANSIT DAMAGE. 7. INSPECTION TERMS : BHEL QC. 8. DELIVERY TERMS: GAS SHALL BE DELIVERED FOR THE PART QUANTITY AS AND WHEN REQUIREMENT BASIS WITHIN 7 DAYS OF INTIMATION BY BHEL. EARLY DELIVERY IS ACCEPATBLE. ARGON GAS TO BE SUPPLIED IN PARTY'S OWN CYLINDER. AS PER IS 5760:1998. 9. NOTE: VALID AUTHORIZATION TO BE SUBMITTED BY BIDDERS. APPLICABLE DOCUMENTS FOR PQR SHOULD BE SUBMITTED BY THE BIDDERS , DULY SIGNED WITH SEAL.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
1	Quotation Reference & date	As per supplier		
2	HSN / SAC code	As per supplier		
	GST TYPE & ITS PERCENTAGE APPLICBALE item wise mentioned in the offer (IGST/CGST+SGST/UGST)	As per supplier		
3	Quotation Currency	In INR		
4	E-Mail	As per supplier		
5	Phone/Mobile	As per supplier		
6	Contact Person	As per supplier		
7	Order to be placed on	As per supplier		
8	Address	As per supplier		
9	Minimum delivery period to be quoted in no of weeks from the date of receipt of Purchase Order. If any document approval is required then the delivery period shall start from the date of document approval however vendor shall submit all documents with in 7 days of issue of PO. And subsequent submission shall be within 5 days in case any revision required.	As per supplier		
10	Prices shall be firm till delivery	Yes		
11	INSPECTION: BHEL/customer and/or Third party appointed by BHEL shall do Inspection at your works. Third party inspection charges shall be borne by BHEL. Any other inspection/ testing charges if any are to be included in the quoted prices. Minimum 10 days' notice to be given for inspection. Please confirm.	Yes		
	Delivery Destination: - The material is required to be supplied to FOR BHEL Bhopal.	Yes		
	Price to be furnished on FOR destination BHEL Bhopal , duly insured basis inclusive of P&F charges.	Yes		
12	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of regretd items)		
13	Technical Specifications	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
14	TC , GC and ALL Inspection report as per tender enquiry and specification will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).		
15	Brand Name, If any.	As per supplier		
16	Supply from	As per supplier		
17	Quotation Validity will be 90 days from the date of techno-commercial bid opening.	Yes		
18	Are you registered under MSMED ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid MSE/UAM/UDYAM certificate)		

Techno-Commercial Bid (To be filled by supplier and submit with offer)				
Tender No.		E1923031		
Description :		1.ULTRA PURE ARGON GAS WITH MINIMUM PURITY 99.999% GRADE -I, GAS TO BE SUPPLIED IN PARTY'S OWN CYLINDER AS PER TECHNICAL SPEC HCM/TOOLING/TS20/ REV 00. QTY REQUIRED IS 420 QM.		
Remarks :		1. OFFER TO BE SUBMITTED IN TWO PART BID I.E, 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEX' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3. PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP 200102), ANNEXURE B & ANNEXURE C ALONG WITH THE OFFER. 4. PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5. ENQUIRY TECHNICAL TERM : AS PER RESPECTIVE TECHNICAL DESCRIPTION. 6. SUPPLIER TECHNICAL TERM : TC /GC TO BE SENT ALONG WITH MATERIAL SUPPLY. ITEMS TO BE SUITABLY PACKED TO AVOID TRANSIT DAMAGE. 7. INSPECTION TERMS : BHEL QC. 8. DELIVERY TERMS: GAS SHALL BE DELIVERED FOR THE PART QUANTITY AS AND WHEN REQUIREMENT BASIS WITHIN 7 DAYS OF INTIMATION BY BHEL. EARLY DELIVERY IS ACCEPTABLE. ARGON GAS TO BE SUPPLIED IN PARTY'S OWN CYLINDER. AS PER IS 5760:1998. 9. NOTE: VALID AUTHORIZATION TO BE SUBMITTED BY BIDDERS. APPLICABLE DOCUMENTS FOR PQR SHOULD BE SUBMITTED BY THE BIDDERS , DULY SIGNED WITH SEAL.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
19	Payment terms: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers under as per relevant act in force) subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	90 days / 45 Days (If supplier is MSE, please select 45 days) NOTE: MSME benefits shall not be applicable for Traders/ Dealers		
20	Other Charges (If any)	Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).		
21	Transit Insurance will be in supplier scope	Yes		
22	Penalty: - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC - BP-200102).	Yes / No (In case of "No", your offer will be loaded suitably)		
23	General terms and conditions of enquiry (Form No. BP-200102) is Acceptable.	Yes (In case of "No" your offer may be rejected).		
24	Special Terms and conditions of enquiry (Annexure B) is acceptable.	Yes (In case of "No" your offer may be rejected).		
25	Confirm whether bidder is Manufacturer or Trader or Dealer of items under enquiry. In case of Trader or Dealer, please furnish authorization certificate from OEM.	As per supplier		
26	Submitted duly seal & signed Annexure C	Yes (In case of "No" your offer may be rejected).		
27	Submitted duly seal & signed on all pages – BHEL GTC (BP200102)	Yes (In case of "No" your offer may be rejected).		
28	Copy of PAN and GSTIN are submitted as per (Applicable for Un-registered suppliers of BHEL, Bhopal)	Yes / Not applicable		