



பாரத் ஹெவி எலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(இந்திய அரசு நிறுவனம் / भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

(பிஹெச்இஎல் திருச்சிராப்பள்ளி / बीएचईएल तिरुच्चिरापल्ली / BHEL Tiruchirappalli)

फोन /Phone : 0431 257 8187 | ईमेल /Email : apachori@bhel.in

NOTICE INVITING e-TENDER (NIT)

Bidders to Note: This is a Single Tender to M/s IR TECHNOLOGY SERVICES (P) LTD. (BHEL Vendor Code: 11239). Hence other bidders need not to quote for this tender and if quoted their offer will be summarily rejected.

To,

M/s IR Technology Services (P) Ltd. (BHEL Vendor Code: 11239)
208, Swiss Complex , 33 Racecourse Road,
Bangalore - 560001.

Please submit your competitive bid for **AMC for TC-500 (LECO Model) Oxygen and Nitrogen Analyser for a period of Two Years** as per the tender terms and conditions given in the tender document through **GeM Portal**.

SL	Description	Details
1	Scope of Work	AMC for TC-500 (LECO Model) Oxygen and Nitrogen Analyser for a period of Two Years
2	Location of Work	BHEL Trichy
3	SAC & GST%	SAC 998719 GST 18%
4	Period of contract	Two (02) Years
5	Quantity	As per BoQ
6	Documents to be submitted without fail for acceptance of bid.	1. This Tender Document all pages -with seal & sign in all pages or digital sign in first page 2. Kindly submit UDYAM Certificate
7	Earnest Money Deposit (EMD)	Not Applicable.
8	Security Deposit (SD)	Not Applicable.
9	Contact details for queries related to submission of tender	Mr. M Umashankar, Engineer / WCM Phone; 0431 257 1519 e-mail: umashankarm@bhel.in
10	Contact details for queries related to scope of work & working area details.	Mr. S Baskaran / Engineer / Plant Lab Landline: 431-257 1123 e-mail : baskaran@bhel.in

introduction of any levy by means of statute and its corresponding liability for the deliveries **beyond the agreed delivery date** for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected

The tender documents comprise the following: -

- a) **This Covering letter**
- b) **Annexure-J-1 : Buyer Added Bid Specific Additional Terms & Conditions (ATC)**
- c) **Annexure-J-2 : General Conditions of Contract (GCC) for Work Order- Services**
- d) **Annexure-P1 : Price bid proforma**

Please note that this is only a request for an Offer and not a Contract.

Thanking you,

For Bharat Heavy Electricals Limited

M Umashankar
Engineer / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2571519, Email: umashankarm@bhel.in

ANNEXURE- J-1

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Clause	Details												
2	<p>SCOPE OF SUPPLY:</p> <p>2.1 Bill of Quantity (BoQ):</p> <table><tr><th>SL No.</th><th>Description</th><th>Qty.</th><th>UoM</th></tr><tr><td>1</td><td>AMC FOR TC 500 (2025-2026)</td><td>1</td><td>NO</td></tr><tr><td>2</td><td>AMC FOR TC 500 (2026-2027)</td><td>1</td><td>NO</td></tr></table> <p>2.2 SCOPE OF SERVICE CONTRACT</p> <p>1. This Service Contract will be valid for two years from the date of PO.</p> <p>2. This Service contract will cover the servicing and calibration of the following equipment in the Plant Laboratory/BHEL for the above period.</p> <p>Model: LECO Model TC-500 Nitrogen / Oxygen Analyser, Serial Number 3383.</p> <p>3. The AMC Charges are payable by BHEL/Trichy in half yearly instalments after completion of PM and breakdown service and certification by BHEL/Trichy. 50% if AMC cost will be paid after completion of each half year.</p> <p>4. The service contract will consist of one visit against preventive maintenance and Breakdown visits if and when required per year. Minimum one number of visit shall be carried out for an equipment per year.</p> <p>5. During maintenance visit following activities shall be carried out for LECO TC-500 O/N analyser.</p> <p>a) Carry out leak check & checking carrier and operating gas pressure within range. Then carryout system checks</p> <p>b) Checking/ cleaning of sample introduction system (Hopper unit & filters etc.)</p> <p>c) Cleaning the dust filter, furnace unit of the equipment.</p> <p>d) Checking the coolant level & its working.</p> <p>e) Replacement of reagents, O-rings, purifier & oxidizer if required</p> <p>f) Calibration for steel & Non Ferrous mode using certified reference material (CRM) and shall achieve satisfactory results.</p> <p>g) Replacement of spares if required.</p> <p>h) Ensuring software working is fine.</p> <p>6. The BHEL/Trichy will be responsible for the day-to-day operation and maintenance of the equipment. The BHEL/Trichy operator/supervisor is expected to be acquainted with the functioning of the system.</p> <p>7. All parts of components which need replacement must be furnished by the BHEL/Trichy at his cost.</p> <p>8. This contract is limited to the servicing of the equipment itself. Under no circumstances will M/s IR Technology Services (P) Ltd. be liable for any consequential damages such as loss of revenue to the BHEL/Trichy.</p> <p>9. This contract is confined to the servicing of the above instrument by Engineers of M/s IR Technology Services (P) Ltd. only.</p>	SL No.	Description	Qty.	UoM	1	AMC FOR TC 500 (2025-2026)	1	NO	2	AMC FOR TC 500 (2026-2027)	1	NO
SL No.	Description	Qty.	UoM										
1	AMC FOR TC 500 (2025-2026)	1	NO										
2	AMC FOR TC 500 (2026-2027)	1	NO										

Tender No. GEM/2025/B/5930368, dt.11.02.2025: AMC for TC-500 (LECO Model) Oxygen and Nitrogen Analyser for a period of Two Years.

Clause	Details
3	PRICE BASIS
	Price in INR should be quoted for (inclusive of GST)
4	TAXES & DUTIES
4.1	The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead) However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
4.2	GST (Goods and Services Tax)
4.2.1	GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
4.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
4.2.3	Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.
4.2.4	Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
4.2.5	Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
4.2.6	Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
4.2.7	Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
4.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
a	Supply of goods and/or services have been received by BHEL.
b	Original Tax Invoice has been submitted to BHEL
c	Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
d	In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
e	Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.

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Clause	Details
f	Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
g	Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
4.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
4.2.10	TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
4.2.11	Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
4.2.12	Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
4.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
4.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
4.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.
4.2.16	<p>Variation in Taxes & Duties:</p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
4.3	Income Tax:
	TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.
7	DELIVERY:
	As detailed above
	NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the contractor".
9	PAYMENT TERMS:
a	FOR NON MSME Bidders, 100% payment _90th day from CRAC date.
b	FOR MSE Bidders (Micro & Small), 100% payment _45th day from CRAC date
c	FOR MEDIUM ENTERPRISES Bidders, 100% payment _60th day from CRAC date
	However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.

Clause	Details
	NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the contractor”.
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION:
14.1	The following shall amount to breach of contract:
I	Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
II	The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
III	The Supplier/Vendor delivers equipment/ material not of the contracted quality.
IV	The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
V	Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
VI	Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.
VII	Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
VIII	Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
IX	Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
X	Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.
14.2	Remedies in case of Breach of Contract.
i	Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
ii	Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
iii	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 no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
iv	In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

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Clause	Details												
v	<p>If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p>												
vi	<p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p>												
vii	<p>It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p>												
viii	<p>In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>												
	<p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>												
	<p>LD against delay in executed supply in case of Termination of Contract:</p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. Let the value of executed supply till the time of termination of contract= X</p> <p>iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2=[1-(X/Y)] \times T1$</p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</p>												
17	<p>MICRO AND SMALL ENTERPRISES (MSE):</p> <p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST & Women Owned)</td></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India</p>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)										
Micro													
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Clause	Details
	vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.
18	LIQUIDATED DAMAGE
	<i>LD for delay in service visit or break down visit for more than 10 days from the date of call of AMC visit by mail/ telephone from BHEL, the LD shall be @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</i> <i>In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value</i>
21	SETTLEMENT OF DISPUTE
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1
21.1	Conciliation:
	Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com)). Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.
21.2	ARBITRATION:
21.2.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) 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 (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution Madras High Court, Arbitration Centre (MHCAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
21.2.2	A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996

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Clause	Details
	(hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
21.2.3	After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution Madras High Court, Arbitration Centre (MHCAC) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to Madras High Court, Arbitration Centre (MHCAC) for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
21.2.4	The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
21.2.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Tiruchirappalli, Tamil Nadu
21.2.6	Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Tiruchirappalli, Tamil Nadu.
21.2.7	Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
21.2.8	It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
21.2.9	In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
21.2.10	In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
21.3	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
22	JURISDICTION
	Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamil Nadu. shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
	GOVERNING LAWS
	The contract shall be governed by the Law for the time being in force in the Republic of India.
23	FORCE MAJEURE

Clause	Details
23.1	<p>"Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties</p> <p>And</p> <p>Prevents the performance of the contract, Such circumstances include but shall not be limited to:</p> <p>i. War, hostilities , invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc.</p>
23.2	<p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p>
23.3	<p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p>
23.4	<p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p>
23.5	<p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>v) Constitute a default or breach of the Contract. vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>
23.6	<p>BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>
26	FRAUD PREVENTION POLICY
	<p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
27	SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS
	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything</p>

Clause	Details
	which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php .
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the BHEL concerned as detailed above.
29	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. GeM GTC
30	NOTE: 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

General Conditions of Contract (GCC) for Work Order-Services

CHAPTER -1

Clause	Details
1	GENERAL INSTRUCTION TO TENDERERS
1.1	DESPATCH INSTRUCTION
i)	The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
ii)	Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
1.2.	SUBMISSION OF TENDERS
1.2.1	The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
1.2.2	Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
1.2.3	Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
1.2.4	Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
1.2.5	The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
1.2.6	The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
1.2.7	The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
a)	the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works
b)	the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works

Tender No. GEM/2025/B/5930368, dt.11.02.2025: AMC for TC-500 (LECO Model) Oxygen and Nitrogen Analyser for a period of Two Years.

Clause	Details
c)	the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.
1.2.8	The Tenderer shall mandatorily be required to submit “Site Visit Confirmation Declaration” along with the Technical Bid
1.3	LANGUAGE
1.3.1	The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II “Price Bid” for more details. For the purpose of the tenders, the metric system of units shall be used.
1.3.2	All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.5	QUALIFICATION OF TENDERERS
iii)	The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com. (Refer clause 28.0 of NIT).
iv)	Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.
1.8	AUTHORIZATION AND ATTESTATION
	Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.
1.13	VALIDITY OF OFFER
	The rates in the Tender shall be kept open for acceptance for a minimum period of SIX MONTHS from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
1.15	REJECTION OF TENDER AND OTHER CONDITIONS
1.15.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
a)	To reject any or all of the tenders.
b)	To split up the work amongst two or more tenderers as per NIT.
c)	To award the work in part if specified in NIT.
d)	In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
1.15.2	Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
1.15.3	Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the ‘NIT’. The decision of BHEL will be final in this regard.
1.15.4	If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in tis regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period

Tender No. GEM/2025/B/5930368, dt.11.02.2025: AMC for TC-500 (LECO Model) Oxygen and Nitrogen Analyser for a period of Two Years.

Clause	Details
	upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.
	In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.
	Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause
1.15.5	BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
1.15.6	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
1.15.7	Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
1.15.8	In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer.
	BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
1.15.10	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
1.15.11	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
1.15.12	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
1.16	INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION
	In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

ANNEXURE-P1

PRICE BID – Values to be entered in GeM Portal
only
WORK / RATE SCHEDULE

Price Bid (Line item-1) *Vendor to Quote the “ Lump Sum Value ” with GST (i.e., inclusive of GST)	<u>Quoted Lump Sum Value (inclusive of GST)</u> = Lump-Sum Value x 1.18 (18%GST) Lump Sum Value with GST to be quoted in GeM for line item-1 (AMC FOR TC-500 (LECO Model) OXYGEN AND NITROGEN ANALYSER for FIRST YEAR 2025-2026)
Price Bid (Line item-2) *Vendor to Quote the “ Lump Sum Value ” with GST (i.e., inclusive of GST)	<u>Quoted Lump Sum Value (inclusive of GST)</u> = Lump-Sum Value x 1.18 (18%GST) Lump Sum Value with GST to be quoted in GeM for line item-2 (AMC FOR TC-500 (LECO Model) OXYGEN AND NITROGEN ANALYSER for SECOND YEAR 2026-2027)