



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: +91 1334-28-5203

Sub: OPEN TENDER (Helium Gas)

Dear Sir/Madam,

The Heavy Electricals Equipment Plant (HEEP) located at Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators.

This is a open tender inviting participation from all interested bidders for requirement of Helium Gas for Turbo generators.

Online tenders through NIC portal (<https://eprocurebhel.co.in>) are invited for the supply of the following item.

Sl. No.	Tender No.	Item Description	Qty. (CM.)
1.	E/E204/6/1363/L1	AA5440010009 HELEUM GAS 99.99 PURE SPEC: AA54410 REV: 01	315

Tenders will be received up to 13:30 Hrs. (IST) on opening date and opened on the same day at 16:30 Hrs. (IST) through Govt NIC portal. This notification shall not be published in any Newspaper.

The tender documents can be downloaded from our web site www.bhel.com or www.hwr.bhel.com. Tenderers can get relevant specifications & drawings of the above items prior to due date against copy of NDA in soft copy by email to kvimal@bhel.in & or v_singh@bhel.in.

1. NDA is required to be signed & stamped on every page after filling relevant details.
2. For this procurement, the local content to categorize a supplier as a CLASS-I local supplier/ CLASS-II local supplier/ non-local supplier and purchase preference to CLASS I local supplier, is as defined in public procurement (preference to MAKE IN INDIA), order 2017 dtd. 16.09.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content of the items of the NIT, the same shall be applicable even if issued after issue of NIT, but before opening of Part-II bids against this NIT.
3. Supplier shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'CLASS-I local supplier'/ 'CLASS-II local supplier' as the case may be, the location (s) at which the local value addition is made shall also be provided (FALSE DECLARATIONS WILL BE IN BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES FOR WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151 (iii) OF THE GENERAL FINANCIAL RULES ALONGWITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW).
4. Purchase preference shall be given to 'CLASS-I local supplier' who meet the minimum 50% local content requirements. As defined in public procurement (preference to MAKE IN INDIA), order 2017 dtd. 16.09.2020 margin of purchase preference shall be 20%.
5. The bid submission date for Required Projects, is of after 23.07.2020. Thus, Participating bidders from a country which shares a land border with India shall be registered with competent Authority, as per DoE Letter dated 12.10.2022. Accordingly, restriction of procurement from vendors which shares a land border with India, as per Corporate (SS&P) Circular no. 01 of 2023-24 dtd. 16.05.2023, shall be applicable. For more info, please visit- <https://dpiit.gov.in/public-procurements>.
6. BHEL Latest General instructions and standard terms & conditions (GISTC) is applicable in this case. In case of any deviation from GISTC, please clearly mention in your offer. BHEL reserve the right to non-consideration of offer in case of deviation from GISTC.

7. The clauses mentioned in latest BHEL GISTC which pertains to govt guidelines, only latest Govt Guidelines shall be applicable.
8. The evaluation of the bids would be done on the basis of total landed cost to BHEL. The prices are to be quoted in internationally freely tradable currency only. The evaluation currency for this tender shall be INR.
9. Interested bidders must submit complete offer on or before due date through e-procurement portal (<https://eprocurebhel.co.in>).
10. The bids shall be submitted in two parts, as described below, on or before the due date. Part-II (price bid) of qualified bidders, shall be opened at a later date.
11. Part I bid shall comprise of – Pre-qualification requirement (**Annexure-A**), NDA (Annexure-E), BHEL GISTC (Annexure F) and Techno -Commercial Bid, replica of price-bid (without price).
12. Part II – Price Bid (BOQ Sheet) (mention unit price and select applicable currency).
13. Offers of only those vendors who fulfill the Minimum/Pre-Qualifying Requirements (as per Annexure-A) & Quality Requirements (as per Annexure-B) will be considered for further technical evaluation/customer approval.
14. Deviation with reference to specification, if any, should be clearly indicated on a separate sheet.
15. VENDOR TO SUPPLY THE GAS CYLINDER AS PER REQUIREMENT ON INTIMATION BASIS.
16. Other cross-referred documents can be obtained by email to kvimal@bhel.in &/or v_singh@bhel.in. Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.
17. The total quantity may undergo change at the time of ordering. The details of each item with required deliveries are given in **ANNEXURE-D (Details of Item)**. Bidder kindly quote their prices keeping delivery requirement of this tender.
18. Vendors must fulfill Pre-Qualifying Requirements (**Annexure-A**) and Quality requirement (**Annexure-B**) as mention in NIT. Please confirm to submit clause wise compliance of PQR (annexure-A). Offers of those vendors who fails to provide documents/clarifications/fulfill the PQR, after part-1 opening shall be liable for rejection & informed thereupon.
19. Prices are to filled in Price bid sheet (BOQ of Price bid) CAREFULLY.
20. BHEL reserve the right to reject any or all the bids/Quotations without assigning any reason thereof. BHEL also reserve the right to increase or decrease the tender quantity. Bidders should be prepared to accept order for reduced quantity without any Extra charges.
21. Revision of rate/price is not acceptable unless asked by BHEL due to major change in drawing/specification/tender quantity.
22. Amendment/corrigendum, of any, will be hosted on our website only. Other terms and conditions shall be as per tender documents.
23. This requirement is divisible in nature material code wise, hence quantity distribution in any respect such as Make in India & MSE Vendors benefit shall be applicable.
24. Make in India Purchase preference shall be applicable in this case as tender value is more than Rs. 5.00 Lacs.
25. EMD/PBG is not applicable for this tender being domestic tender.
26. **Delivery Terms -**
Indigenous Supplier:
Please quote your rates on FOR Destination basis. However, Freight will be arranged by Supplier.
27. **Treatment of offers submitted by agents in OT –**
 1. Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
 2. In case bids are received from both the manufacturer/ supplier and the agent, bid received from

- the agent shall be ignored.
3. The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
28. The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured:
- (a) The manufacturer should meet the PQR requirement as defined in the tender.
 - (b) In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and the Net worth of the bidder(agent) should be positive.
 - (c) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the 2A-28.
29. BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit/interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals/companies– representative/adviser/retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work/stockiest not registered specifically etc. are agents) The bidders (originals manufacturers) will have to submit ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.
30. E-invoicing under GST is being implementing w.e.f. 01.10.2023 for all the taxable persons having turnover more than Rs 5 cr. It has been specified by the govt. That it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. Portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in e-invoicing system.
31. In case the vendor / contractor delays or fails to provide all documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by govt. Of india w.e.f. 01.04.2022.
32. In case of any deviation from GISTC, please clearly mention in your offer. BHEL reserve the right non-consider of offer in case of deviation from GISTC.
33. **The evaluation currency for this tender shall be INR to decide L1 bidder (SBI TT selling rate shall be considered as applicable on enquiry opening date or latest available previous date). Evaluation shall be Material code / items wise.**
34. MSE** Suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per Annexure - 3 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 bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

35. MSE benefits will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. **No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.**
36. **LD CLAUSE:** PENALTY FOR LATE DELIVERIES SHALL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON THE VALUE OF RESPECTIVE DELAYED SUPPLIES SUBJECT TO MAXIMUM OF 10% OF THE VALUE OF RESPECTIVE DELAYED SUPPLIES. VALUE OF DELAYED SUPPLIES WILL MEAN THE GROSS VALUE PAYABLE TO THE VENDOR (BEFORE LD) AGAINST SUCH SUPPLIES EXCLUDING TAXES & DUTIES.
"BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of price comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor".
37. **PAYMENT TERM LOADING FOR COMPARISON PURPOSE:** BHEL RESERVES THE RIGHT TO LOAD THE OFFER OF VENDORS FOR DEVIATION IN PAYMENT TERMS MENTIONED IN THE BHEL GISTC (ATTACHED) EXISTING BASE RATE OF SBI (AS ON DATE OF OPENING OF TECHNO-COMMERCIAL OFFER) + 6%, SHALL BE CONSIDERED LOADING WOULD BE DONE FOR THE SHAKE OF EVALUATION ONLY.
38. **FORCE MAJEURE:**
"Force Majeure" shall mean circumstance which is: 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 And Prevents the performance of the contract, Such circumstances include but shall not be limited to: 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.
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.
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.
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.
Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) 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.
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.
39. **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 Officer / IEM for amicable resolution by the parties. Designated Officer / IEM 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 'CONCILIATION' Clause.

40. 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.

41. ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided 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 and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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 (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.

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 Institutions (shall be identified by the contract issuing agency) 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 a specific Arbitral institution 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.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of New Delhi, India.

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 New Delhi, India, shall have exclusive jurisdiction.

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.

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.

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.

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 mentioned above. 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.

42. NO INTEREST PAYABLE TO CONTRACTOR / VENDOR:

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

43. JURISDICTION:

This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at New Delhi, India for Foreign supplier and Haridwar for Indian Supplier, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

44. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

BREACH OF CONTRACT: 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.

45. REMEDIES IN CASE OF BREACH OF CONTRACT:

i. Wherein the period as stipulated in the notice issued under clause mentioned above 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 mentioned under sub clause (a) 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. v. 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:

a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. 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. c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.

vi. 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. vii. 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.

Note: 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: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (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.

46. Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

47. **Suspension of Business Dealings** could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.

48. **Conflict of interest:** "Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article\ Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

49. OVER RUN CHARGES:

No overrun charges are applicable.

50. ORDER OF PRECEDENCE:

The Purchase Order along with its Annexures the NIT, its amendments / corrigendum's shall all together constitute the entire contract between the Parties and shall be complementary to one another. In case of any contradiction, the order of precedence shall be as below: a. Purchase Order along with its Annexures b. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. c. NIT.

51. OTHER POINTS:

Vendor(s) shall have to observe all item / work quality, BHEL specification / drawing, general technical guide lines as stipulated in relevant clauses tender specification.

52. Vendor(s) should follow the agreed tender term (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) strictly: - "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".

53. **All other terms & conditions not covered here shall be as per those specified in the tender document (NIT) along with Technical Specification, Specific Conditions of Bid/ Contract & BHEL GISTC.**

i. In case of **negotiation**, validity of offer shall be 60 days from receipt of revised / negotiated final price or 90 days from Part-I opening, whichever is later. ii. Offers with shorter validity than above are liable to be rejected.

54. Standard instructions: -

1. Testing and certification as per BHEL specification Required.
2. Basic rate, taxes & Duties separately.

55. Documents with this tender attached are: -

1. Pre-Qualification requirement (Annexure-A).
2. Compliance sheet for technical/commercial terms and conditions as per GISTC Rev: 11 (Annexure-B).
3. Item Details and delivery schedule (Annexure-C).
4. Non-Disclosure Agreement NDA (Annexure-D)
5. General Term and condition (GISTC) applicable for this tender (Annexure-E For Indian and Foreign Bidders).

56. *"For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the dispatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to dispatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs , in case they were not digitally signed and uploaded on the portal.*

The material will not be accepted inside BHEL in absence of the above. "

10. Conflict of Interest:

"Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- v) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- vi) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- vii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM).from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article\ Certificate.
- viii) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

11. All MSME payments for Goods or Services to be mandatorily settled through TReDS:-

"In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."

57. All correspondence therefore, shall be addressed to the following persons: -

Vimal Kumar Designation: Dy. Manager (PPX-EM) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: kvimal@bhel.in Tel: +91 1334 28 5203 Mob- 8126754726	Mr. VIRENDRA SINGH Designation: Sr. Mgr. (PPX-EM) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: v_singh@bhel.in Tel: +91 1334 28 1644 Mob- 7500038111
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For any further details please log on to www.bhel.com or www.etenders.gov.in or www.hwr.bhel.com

Annexure-A

PQR

PQR of He Gas

Description of BHEL requirement	To be confirmed/ Submitted by	Offered	Deviation	Remarks
Only those vendors to apply who have executed at least 3 purchase orders of Helium gas as per BHEL specification in last 5 years for min 50% quantity of current enquiry quantity. Following data need to be submitted by vendor in this regard:	Vendor to accept and confirm.			
1.Name of the customer/ Company where referred He was supplied.	Vendor to inform.			
2. Complete postal address of customer.	Vendor to inform.			
3. Copy of Purchase orders.	Vendor to provide.			
4. Properties/Parameters and purity of He gas supplied.	Vendor to inform all parameters.			
* (Point 1,2,4 Not valid In case of BHEL Haridwar supply. Only PO no is to be provided)				

Annexure-B

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS as per GISTC R:10

Quotation against Enquiry No. _____ Dated: _____ Due on: _____

BHEL Standard Terms	Vendor's Acceptance
1. Payment terms: a) 100% payment shall be made within 45/ 60/ 90 days (as applicable for MSE, Medium and Non-MSME respectively) from the material entry date in BHEL subject to submission of non-discrepant documents by the vendor and the acceptance of material by BHEL. Bank Charges shall be Either side. b) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed. c) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term. d) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar on bidder's offered prices. BHEL reserves the right to load the offer of vendors for deviation in payment terms mentioned in the BHEL GISTC (attached) existing base rate of SBI (as on date of opening of techno-commercial offer) + 6%, shall be considered loading would be done for the sake of evaluation only.	
2. Quoted rates of bidder shall be Exclusive of GST.	
3. TAXES & DUTIES: Applicable taxes and duties during the dispatch of material.	
i. Rate of GST %	
ii. Input Tax Credit Shall be available	
iii. Any Other Duty:	
4. Packing Charges shall be included in quoted rates.	
5. Forwarding Charges shall be included in quoted rates.	
Delivery basis: On "FOR Destination".	
1. Delivery Period: Bidder to deliver the gas within 20 days from buyer intimation to CSX Store, BHEL Haridwar. The delivery mentioned in NIC tender is tentative, actual delivery is on intimation basis within 20 days.	

BHEL Standard Terms	Vendor's Acceptance
6. VENDOR TO SUPPLY THE GAS CYLINDER AS PER BHEL REQUIREMENT ON INTIMATION BASIS.	
7. The delivery schedule should be valid at least 15 months from contract date which is to be supplied by the vendor as per the requirement on intimation basis.	
8. Bidder to confirm that their quoted unit price in this tender is all-inclusive of basic rate, freight, insurance, packing & forwarding charges & any other charges if applicable + transportation cost of return of empty cylinder.	
9. Bidder to confirm for 60 days free rental period of delivered Helium cylinder from the date of receipt of cylinder.	
10. Penalty shall be calculated after 20 days from BHEL intimation date.	
11. Bidder to inform capacity of each cylinder	
12. The Supplier shall submit Material Safety Data Sheet along with each supply delivery. Bidder to confirm.	
13. Late delivery penalty Clause: - Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties. - In case of non –acceptance to LD clause, bidder's offer will get loaded up to maximum 10 % to decide L1. "BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of price comparative statement. Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor".	
14. Breach of Contract- Breach of contract, Remedies and Termination: - In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed	
15. Transit Insurance- Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order. Please send your offer keeping this in view.	

BHEL Standard Terms	Vendor's Acceptance
16. Force Majeure. Bidder to confirm that they have read the force majeure clause as per BHEL's GISTC and acceptable to them. If bidder does not agree to the said force majeure Clause in GISTC, BHEL reserves the right to reject the offer.	
17. Offer Validity: Validity of the offer should be minimum 120 days from tender opening date.	
18. Deviation Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
19. Firm & Fixed Price Please confirm that quoted prices shall be firm and fixed till execution of contract. Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However, if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
20. Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored. Also, the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.	
21. Settlement of dispute / Arbitration The seat & venue of arbitration shall be as per BHEL's GISTC.	
22. Test Certificates: Vendor to submit Test Certificates (TCs) as per AA54410 REV: 01 along with dispatch documents at the time of delivery.	
23. Conflict of Interest: "Treatment of cases regarding conflict of interest: The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: ix) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.	

BHEL Standard Terms	Vendor's Acceptance
x) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; xi) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) .from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article\ Certificate. xii) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. xiii) The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.	
24. Documents requirement confirmation: Vendor to submit following documents along with their offer for faster processing of case: - 1. Dully filled PQR Sheet (Annexure-A) along with required documents 2. Detailed technical Offer. 3. Duly endorsed copy of BHEL GISTC Rev-11. 4. Duly filled and endorsed compliance sheet Annexure-B. Note: Attach separate sheet for additional information if necessary. The above	

BHEL Standard Terms	Vendor's Acceptance
terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry and offer of bidder. Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno-commercial offer. Signature with stamp	

Annexure-C

Item Details and Delivery Schedule

Mat details-

Sl. No.	Tender No.	Item Description	Qty. (CM.)	Delivery Schedule
1.	<u>E/E204/6/1363L1</u>	AA5440010009 HELEUM GAS 99.99 PURE SPEC: AA54410 REV: 01	315	25.07.2026 (on intimation)

NOTE:

1.THE QUANTITY INDICATED ABOVE CAN BE INCREASED / DECREASED.

2. DELIVERIES ARE TO BE MADE ON INTIMATION AS & WHEN REQUIRED BY SHOP.