



**Bharat Heavy Electricals Limited**  
Industrial Valves Plant  
Goindwal Sahib (Punjab)

**Enquiry No.**  
**2526-027E**


**Date:**  
**10.07.2025**

**NOTICE INVITING TENDER (NIT)**

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer **through e-procurement mode** at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: [support-eproc@nic.in](mailto:support-eproc@nic.in). These details are also available on 'Contact Us' page of the portal.

<b>Tender Enquiry No.</b>	2526-027E Dt 10.07.2025
<b>Form of Contract</b>	Supply
<b>Tender / Item Description</b>	Industrial Gases: Oxygen, DA and Argon
<b>Location(s) of Supply / Work</b>	BHEL, Industrial Valve Plant, Goindwal Sahib, Dist. Tarn Taran -143422 (Punjab)
<b>Tender Download / Bid Submission Start Date</b>	<b>10.07.2025 (15:00 Hrs. IST)</b>
<b>Tender Download / Bid Submission End Date</b>	<b>21.07.2025 (12:00 Hrs. IST)</b>
<b>Tender / Bid Opening Date</b>	<b>21.07.2025 (15:30 Hrs. IST)</b>
<b>Quotation Parts</b>	Two Part Bid
<b>Integrity Pact (IP)</b>	Not applicable
<b>Contact Person Details</b>	Sh. Akash Sharma, Engineer 01859-224 616, <a href="mailto:akash@bhel.in">akash@bhel.in</a>  Sh. Rajesh Kumar, Sr. Manager 01859-224 618, <a href="mailto:kumarrajesh@bhel.in">kumarrajesh@bhel.in</a>

 IVP- GOINDWAL	<h2 style="text-align: center;">SPECIAL TERMS AND CONDITIONS</h2> <p style="text-align: center;"> <b>Tender Enquiry No. 2526-027E Dated 10.07.2025 Due Date 21.07.2025</b>  <b>Item: Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate Contract basis</b> </p>
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Enquiry Date	10.07.2025
Tender Download / Bid Submission Start Date	10.07.2025 (15:00 Hrs. IST)
Tender Download / Bid Submission End Date	21.07.2025 (12:00 Hrs. IST)
Tender / Bid Opening Date	21.07.2025 (15:30 Hrs. IST)
Quotation Parts	Two-part Bid
Item Description	Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate Contract basis
Delivery schedule	Delivery of minimum 20 cylinders (140 cubic m) for each gas is required within 5 days of intimation.
Validity of offer (In days)	75 days from the date of Part-I opening of tender

### Pre - Qualification Criteria

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

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

The Bidder {OEM themselves or reseller(s)} should have successfully supplied 'Oxygen Gas as per IS: 309 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of 'Oxygen Gas as per IS: 309 (Latest)' with minimum cumulative purchase orders value of Rs 20,000/- (Twenty thousand Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date & corresponding invoice(s) date should be from 21.06.2020 onwards till bid opening date. The submitted purchase order/s should co-relate to its invoice/s and submitted invoice/s should contain purchase order/s details.

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

The Bidder {OEM themselves or reseller(s)} should have successfully supplied 'Dissolved Acetylene Gas as per IS: 308 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of "Dissolved Acetylene Gas as per IS: 308 (Latest)" with minimum cumulative purchase orders value of Rs 2,00,000/- (Two lakhs Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date & corresponding invoice(s) date should be from 21.06.2020 onwards till bid opening date. The submitted purchase order/s should co-relate to its invoice/s and submitted invoice/s should contain purchase order/s details.

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



## SPECIAL TERMS AND CONDITIONS

**Tender Enquiry No. 2526-027E Dated 10.07.2025 Due Date 21.07.2025**  
**Item: Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate**  
**Contract basis**

The Bidder {OEM themselves or reseller(s)} should have successfully supplied ' Argon Gas Gr-II or superior to IS 5760 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of " Argon Gas Gr-II or superior to IS 5760 (Latest)' with minimum cumulative purchase orders value of Rs 2,00,000/- (Rupees Two Lakhs Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date & corresponding invoice(s) date should be from 21.06.2020 onwards till bid opening date. The submitted purchase order/s should co-relate to its invoice/s and submitted invoice/s should contain purchase order/s details.

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

### **P2:**

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

## **SPECIAL TERMS**


### **S1. Quotation Submission**

**This tender is through e-procurement mode** for supply of “**Industrial Gases: Oxygen, DA and Argon**” on annual rate contract basis as per latest applicable standards (with latest revision / amendment) as per tender terms. Bidder has to submit their offer on BHEL e-Procurement portal at <https://eprocurebhel.co.in/>. **Offer in any other mode will not be accepted.** Please refer clause no. 1.2 of General Contract Conditions of MM Tenders (GCC), regarding instructions to bidder for submission of offer on BHEL e-procurement portal.

Tenders shall be submitted in Two parts on or before the due date and time indicated in the NIT

**Part-I: Techno-Commercial Bid:** Bid should contain all the documents/confirmations as per following details:

- a) Acceptance of Techno-Commercial terms and conditions shall be attached along with bid document (Duly filled Part-I Techno-Commercial Bid Questionnaire)

 IVP- GOINDWAL	<h2 style="text-align: center;">SPECIAL TERMS AND CONDITIONS</h2> <p style="text-align: center;"><b>Tender Enquiry No. 2526-027E Dated 10.07.2025 Due Date 21.07.2025</b>  <b>Item: Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate</b>  <b>Contract basis</b></p>
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*IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATER ON.*

- b) Duly filled Declaration for Make in India
- c) Any other document (if any)

### Part-II: Price Bid

Price Bid as per the attached format.

## S2. Scope of Supply

In addition to the clause no. 2 in GCC, all the items are to be supplied as per below table:

Sl. No.	Material Description	Unit of Measure	Tentative quantity
01	OXYGEN GAS	Cubic Meter	2,000.00
02	DISSOLVED ACETYLENE GAS	Cubic Meter	2,000.00
03	ARGON GAS	Cubic Meter	3,500.00

The above requirement is for 1 Year (approx.) through rate contract (RC). The quantity variation of +25% will be applicable. The mentioned requirement is tentative quantity. It may be noted that depending on quantum and type of work/job, cumulative order quantity may be less than total contract quantity.


**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

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


**Technical Specifications Sheet along with Quality Plan/Inspection Plan**

**For Oxygen Gas as per IS: 309 (Latest) Material Code GWC670000004**

Sr. no.	Parameters	Requirement	Quality/inspection Plan	Bidder Response

 IVP- GOINDWAL	<h2 style="text-align: center;">SPECIAL TERMS AND CONDITIONS</h2> <p style="text-align: center;"> <b>Tender Enquiry No. 2526-027E Dated 10.07.2025 Due Date 21.07.2025</b>  <b>Item: Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate</b>  <b>Contract basis</b> </p>
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1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS: 309 (Latest).	Manufacturer's Test Certificate Required	
2	Cylinder water capacity	47 litres	Should be marked on cylinder, Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
3	Method of checking qty	Minimum 140 kg/cm <sup>2</sup> (137 Bar) at 27 deg celcius for gas volume of 7 cubic meter (As per document PR.INF:001)	As per <b>document PR:INF:001 Dt.18.12.2008</b> (Sampling will be at the discretion of BHEL IVP)	
4	"Marking, painting and labelling" of cylinder	As per IS standard IS: 309 (Latest).	Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
5	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
6	Cylinders shall be fitted with safety cap and shall also be masked with tape properly at opening point. Cylinder water capacity shall be clearly mentioned on the cylinder		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	

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

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


Sr. no.	Parameters	Requirement	Quality/inspection Plan	Bidder Response
1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS: 308 (Latest)	Manufacturer's Test Certificate Required	
2	Quantity check: Dissolved Acetylene gas cylinder must have label showing tare weight of cylinder (including porous material, Acetone)	Conversion factor: <b>Gas volume (Cubic meter) = 0.94 * Weight of gas in kgs</b>  weight of gas = filled cylinder weight-tare weight (empty cylinder weight) As per Document PR:INF:004	Physical inspection by BHEL on receipt of material at BHEL. as per detail mentioned in <u><b>Document PR:INF:004 Dt.18.12.2008</b></u> (Sampling will be at the discretion of BHEL)	
3	"Marking, painting and labelling" of cylinder	As per IS: 308- (Latest)	Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
4	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
5	Cylinders shall be fitted with safety cap and shall also be masked with tape properly at opening point. Cylinder tare		Physical verification by BHEL in presence of	

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	weight shall be clearly mentioned/punched on the cylinder. Cylinder water capacity shall be clearly mentioned on the cylinder.	vendor/vendor's representative on receipt of material at BHEL.	
Note: Any non-conformity to above points will liable to rejection of gas cylinder.			

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

Sr. no.	Parameters	Requirement	Quality/inspection Plan	Bidder Response
1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS:5760 (Latest)	Manufacturer's Test Certificate Required	
2	Method of checking qty	Minimum 140 kg/cm <sup>2</sup> (137 Bar) at 27 deg Celsius for gas volume of 7 cubic meter (As per document PR.INF:001)	As per <u>document PR:INF:001 Dt.18.12.2008</u> (Sampling will be at the discretion of BHEL IVP)	
3	Cylinder water capacity	47 litres	should be marked on cylinder, Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	
4	"Marking, painting and labelling" of cylinder	As per IS standard IS: 309 (Latest).	Physical verification by BHEL in presence of vendor/vendor's representative on receipt of material at BHEL.	

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

### **S3. Delivery Terms**


FOR BHEL Goindwal Basis.

### **S4. Other Terms and conditions**

1. During execution of contract, Quantity requirement by BHEL shall be indicated through email from time to time. Delivery of minimum 20 cylinders (140 cubic m) of each gas is required within 5 days of intimation through mail by BHEL. In case of delay, LD shall be applicable as per tender terms.
2. Gas should be supplied in vendor's own cylinders and collection of empty cylinders will be in supplier scope.
3. Supplier have to provide free rental period of 60 days for supplied cylinders. After that detention charges @Rs.2 per cylinder per day shall be applicable.
4. Cylinder safety data sheet, test certificate and Guarantee certificate is required with each supply and should be as per applicable IS standard.
5. All the test reports (including mandatory gas composition) shall be from calibrated instruments/equipment traceable to a NABL approved laboratory. BHEL reserves the right to demand calibration certificates of the equipment/instruments used in testing and may Audit/Witness/PDI the filling and testing procedures carried at manufacturer's end with prior intimation.
6. This rate contract (RC) will be valid for one year from date of finalization of contract.

### **S5. MSE Preference & Counter Offer**



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These items are not MSE reserved items. Counter-offer will not be given but MSE Purchase Preference will be given in this tender enquiry.

### S6. MII Preference

MII Purchase Preference is applicable in this tender enquiry.

### S7. Reverse Auction

Reverse auction will be conducted in this tender enquiry.

### S8. PAYMENT TERMS

***This term will supersede the Clause no. 14 of GCC***

1. Payments shall be made to the Seller within the mentioned days (as per below table) of material entry date at BHEL IVP and on-line submission of bills. In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders the same shall be notified by BHEL to supplier within 15 days. Payment due date shall be revised considering successful submission of documents/removal of deficiency by supplier.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days


To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid. In case of bid submitted as trader / dealer etc., bidder will be considered as Non-MSME. Also, if no valid certificate as per latest MSME guidelines is not submitted along with bid, then bidder will be considered as Non-MSME.

**MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).**

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

2. Documents to be submitted (if applicable)

- i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
- ii) Transporter copy along with material/consignment.
- iii) Material Test Certificates (MTC) and

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iv) Compliance Certificate.

3. GST registration number is to be submitted by qualified vendor as per GST law.

4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.

5. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**

### **S9. Liquidated Damaged (LD):**

*This term will supersede the Clause no. 12 of GCC*


‘Time is the essence of the contract’. BHEL will indicate requirement of each gas through email from time to time. Delivery of minimum 20 cylinders (140 cubic m) for each gas is required within 5 days of intimation through email. Penalty will be applicable for delayed supplies @ 0.5% of the undelivered supply value per week of the delay or part thereof subject to a maximum of 10% of the undelivered supply. In case of any deviation from delivery period, bid is liable to be rejected. Once the delivery period mentioned has expired, BHEL may or may not take the delivery of item.

### **S10. Treatment of cases regarding conflict of interest:**

*This term will supersede the Clause no. 8 of GCC*

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 Authorized distributor (with/ or without the OEM). from

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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.

It has to be signed by the authorized signatory of the bidder.

### **S11. Other Contract Conditions**

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

**PART-I (TECHNO-COMMERCIAL BID)**

(To be filled by bidder &amp; submit with offer as pdf file only)

**Tender Enquiry No. & Date****2526-027E Dt. 10.07.2025****Tender Description****Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate Contract basis**

Bidder must note following points:

1. This workbook is protected, except for cells where comments / confirmation is to be given by bidder.
2. Bidder is advised not to unprotect / tamper the sheet / alter the terms mentioned in the sheet.
3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.
4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation. **Bidders are advised to submit duly filled & signed 'PDF' file as techno-commercial (Part-I) bid**. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / or submitting incomplete replies may lead to rejection of bidder's quotation.
5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure / sheet attached to this questionnaire, indicating cross-reference of respective clauses.

**BIDDER'S DETAILS**

Sr. No.	Elements	Remarks
1	Bidder's Name	
2	Contact Person's Name & Contact No.:	
3	Registered Address	
4	Email ID (s)	
5	GST No.	
6	Status of the Company / Firm * (Relevant documents must be enclosed) (Tick the relevant option)	( ) Public Limited; ( ) Private Limited ( ) Partnership Firm; ( ) Single Ownership

**ITEM DETAILS**

Sr. No.	Material Description	UOM	Tentative Quantity	Response
1	OXYGEN GAS	Cubic Meter	2000	Select from the drop down list
2	DISSOLVED ACETYLENE GAS	Cubic Meter	2000	Select from the drop down list
3	ARGON GAS	Cubic Meter	3500	Select from the drop down list

**Pre-Qualification Criteria Details**

Sr. No.	Elements	Response	Remarks (if any)
1	<p>For Sl. No.1. Oxygen Gas as per IS: 309 (Latest)Material Code-GWC670000004 The Bidder {OEM themselves or reseller(s)} should have successfully supplied 'Oxygen Gas as per IS: 309 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of 'Oxygen Gas as per IS: 309 (Latest)' with minimum cumulative purchase orders value of Rs 20,000/- (Twenty thousand Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date &amp; corresponding invoice(s) date should be from 21.06.2020 onwards till bid opening date. The submitted purchase order/s should co-relate to its invoice/s and submitted invoice/s should contain purchase order/s details.</p> <p>For Sl. No.2.Dissolved Acetylene Gas as per IS: 308 (Latest) Material Code-GWC670000005 The Bidder {OEM themselves or reseller(s)} should have successfully supplied 'Dissolved Acetylene Gas as per IS: 308 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of "Dissolved Acetylene Gas as per IS: 308 (Latest)' with minimum cumulative purchase orders value of Rs 2,00,000/- (Two lakhs Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date &amp; corresponding invoice(s) date should be from 21.06.2020 onwards till bid opening date.The submitted purchase order/s should co-relate to its invoice/s and submitted invoice/s should contain purchase order/s details.</p> <p>For Sl. No.3.For Argon Gas Gr-II to IS 5760/1998 (Rev-II) Material Code-GWC670000044 The Bidder {OEM themselves or reseller(s)} should have successfully supplied ' Argon Gas Gr-II or superior to IS 5760 (Latest)' in last five years. The bidder will have to submit one or more purchase order(s) of one or multiple customer(s) of " Argon Gas Gr-II or superior to IS 5760 (Latest)' with minimum cumulative purchase orders value of Rs 2,00,000/- (Rupees Two Lakhs Only). Relevant purchase order(s) along with invoice(s) shall be enclosed to fulfil experience criteria. Purchase Order(s) date &amp; corresponding invoice(s) date should be from 21.06.2020 onwards till bid opening date.The submitted purchase order/s should co-relate to its invoice/s and submitted invoice/s should contain purchase order/s details.</p>	Select from the drop down list	

## PART-I (TECHNO-COMMERCIAL BID)

(To be filled by bidder & submit with offer as pdf file only)

<b>Tender Enquiry No. &amp; Date</b>		<b>2526-027E Dt. 10.07.2025</b>	
<b>Tender Description</b>		<b>Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate Contract basis</b>	
<p>Bidder must note following points:</p> <ol style="list-style-type: none"> <li>1. This workbook is protected, except for cells where comments / confirmation is to be given by bidder.</li> <li>2. Bidder is advised not to unprotect / tamper the sheet / alter the terms mentioned in the sheet.</li> <li>3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.</li> <li>4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation. <b>Bidders are advised to submit duly filled &amp; signed 'PDF' file as techno-commercial (Part-I) bid</b>. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / or submitting incomplete replies may lead to rejection of bidder's quotation.</li> <li>5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure / sheet attached to this questionnaire, indicating cross-reference of respective clauses.</li> </ol>			
2	<p>1.For Manufacturers: Procurement shall be preferred from manufacturers. Bidder has to submit an undertaking that he/she is manufacturer of quoted product. In case manufacturer insists on engaging a dealer / agent, such dealer / agent is not allowed to represent more than one manufacturer for same item.</p> <p>2.For Dealers: In case of dealers / agents, valid dealer authorization certificate is required from original manufacturer. In case bids are received from dealer / agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer for same item will be rejected.</p>	Select from drop down list	
<b>TECHNICAL CONDITION DETAIL</b>			
<b>Sr. No.</b>	<b>Elements</b>	<b>Response</b>	<b>Remarks (if any)</b>
1	Technical:Supply of <b>Industrial Gases : Oxygen, DA and Argon</b> as per tender document.In case of any deviation,please emntion clearly.	Select from the drop down list	
<b>COMMERCIAL CONDITIONS &amp; DETAILS</b>			
<b>Sr. No.</b>	<b>Elements</b>	<b>Response</b>	<b>Remarks (if any)</b>
1	<b>Delivery Terms:</b> FOR BHEL Goindwal Basis	Select from drop down list	
2	<p><b>Payment Term:</b>Payments shall be made to the Seller within the mentioned days (as per below table) of material entry date at BHEL IVP and on-line submission of bills. In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders the same shall be notified by BHEL to supplier within 15 days. Payment due date shall be revised considering successful submission of documents/removal of deficiency by supplier.:</p> <p>a)Micro &amp; Small Enterprises (MSEs) - 45 Days  b)Medium Enterprises- 60 Days  c)Non- MSME- 90 Days  (refer Tender terms and conditions)</p>	Select from drop down list	
3	<b>Delivery Period: Staggered delivery upto 1 year from the date of PO-As &amp; When required basis.</b> Delivery of minimum 20 cylinders (140 cubic m) for each gas is required within 5 days of intimation (refer tender terms & condition).	Select from drop down list	
4	Validity: 75 days from techno commercial bid (Part-I)opening date. (refer tender terms & conditions).	Select from drop down list	
5	<b>Conflict of Interest</b> :A bidder shall not have conflict of interesr with other bidders .(refer tendfer terms & conditions).	Select from drop down list	
6	Performance Security (PS): (Refer clause no. 4 of General Contract Conditions (GCC)).	Select from drop down list	
7	Confirm whether the bidder is a MSE bidder or not	Select from drop down list	If yes, mention UDYAM registration number Here
8	If Yes, Please specify the Enterprise Category	Select from drop down list	
9	Ownership status of MSE Bidder	Select from drop down list	
10	Confirm that you have attached valid registration certificate as per latest guidelines issued by Ministry of MSME along with your bid to avail benefits/preference to MSEs (refer tender terms & conditions).	Select from the drop down list	

**PART-I (TECHNO-COMMERCIAL BID)****(To be filled by bidder & submit with offer as pdf file only)****Tender Enquiry No. & Date****2526-027E Dt. 10.07.2025****Tender Description****Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate Contract basis**

Bidder must note following points:

1. This workbook is protected, except for cells where comments / confirmation is to be given by bidder.
2. Bidder is advised not to unprotect / tamper the sheet / alter the terms mentioned in the sheet.
3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.
4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation. **Bidders are advised to submit duly filled & signed 'PDF' file as techno-commercial (Part-I) bid**. Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and / or submitting incomplete replies may lead to rejection of bidder's quotation.
5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure / sheet attached to this questionnaire, indicating cross-reference of respective clauses.

11	Confirm whether bidder is a manufacturer or dealer/trader/distributor etc. of quoted items. In case being dealer/trader/distributor etc., you shall not be eligible for MSE benefits.		Select from drop down list	
12	Make in India (MII) (Refer clause no. 27 of GCC )	Local Content Declaration	Select from drop down list	
		Details of location at which local value addition will be made is as follows:	Select from drop down list	
13	Certificate regarding Restrictions Under Rule 144(XI) of The GFR, 2017 (Refer clause no. 28 of GCC)	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.	Select from drop down list	
14	If there is any deviation in reference to any of the tender term, kindly mention it <b>HERE</b> only. <b>Deviation specified elsewhere, will not be considered.</b>		Select from drop down list	
15	Rates quoted are exclusive of taxes & FOR DESTINATION basis		Select from drop down list	
16	I have thoroughly gone through the attached tender terms & conditions (Including STC ,GCC,ETC.) and understood the above techno-commercial requirements.		Select from drop down list	

Validate

Print

Help

**Item Wise BoQ**

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work: Supply of Industrial Gases: Oxygen, DA and Argon on Annual Rate Contract basis

Contract No: 2526-027E dated 10.07.2025

Name of the  
Bidder/  
Bidding Firm /  
Company :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Basic Rate (Rs. Per Cubic Meter without GST) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	13
1	OXYGEN GAS	GWC670000004	2000.00	Cubic Meter		INR Zero Only
2	DISSOLVED ACETYLENE GAS	GWC670000005	2000.00	Cubic Meter		INR Zero Only
3	ARGON GAS	GWC670000044	3500.00	Cubic Meter		INR Zero Only

## Annexure-1 : Technical Specifications Sheet along with Quality Plan/Inspection plan

Type of GAS	Sr. no.	Parameters	Requirement	Quality/inspection Plan
For Sl.No1. Oxygen Gas as per IS : 309 (Latest) GWC670000004	1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS : 309 (Latest).	Manufacturer's Test Certificate Required
	2	Cylinder water capacity	47 litres	Should be marked on cylinder, Physical verification by BHEL in presence of vendor/vendor's representative
	3	Method of checking qty	Minimum 140 kg/cm <sup>2</sup> (137 Bar) at 27 deg celcius for gas volume of 7 cubic meter (As per document PR:INF:001)	As per <b><u>document PR:INF:001 Dt.18.12.2008</u></b> (Sampling will be at the description of BHEL IVP)
	4	"Marking, painting and labelling" of cylinder	As per IS standard IS : 309 (Latest).	Physical verification by BHEL in presence of vendor/vendor's representative.
	5	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative.
	6	Cylinders shall be fitted with safety cap and shall also be masked with tape properly at opening point. Cylinder water capacity shall be clearly mentioned on the cylinder.		Physical verification by BHEL in presence of vendor/vendor's representative.
Note: Any non conformity to above points is liable to rejection of gas cylinder.				

Type of GAS	Sr. no.	Parameters	Requirement	Quality/inspection Plan
For Sl.No2 : Dissolved Acetylene Gas as per IS : 308 (Latest) GWC670000005	1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS : 308 (Latest)	Manufacturer's Test Certificate Required
	2	<b>Quantity check:</b> Dissolved Acetylene gas cylinder must have label showing tare weight of cylinder (including porous material, Acetone)	Conversion factor: <b>Gas volume (Cubic meter)=0.94*Weight of gas in kgs</b>  weight of gas = filled cylinder weight-tare weight (empty cylinder weight)  As per document Document PR:INF:004	Physical inspection by BHEL as per detail mentioned in <b><u>Document PR:INF:004 Dt.18.12.2008</u></b> (Sampling will be at the description of BHEL IVP)
	3	"Marking, painting and labelling" of cylinder	As per IS standard IS : 308 (Latest).	Physical verification by BHEL in presence of vendor/vendor's representative.
	4	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative.
	5	Cylinders shall be fitted with safety cap and shall also be masked with tape properly at opening point.Cylinder tare weight shall be clearly mentioned/punched on the cylinder. Cylinder water capacity shall be clearly mentioned on the cylinder.		Physical verification by BHEL in presence of vendor/vendor's representative.
	Note: Any non conformity to above points is liable to rejection of gas cylinder.			



Type of GAS	Sr. no.	Parameters	Requirement	Quality/inspection Plan
For Sl.No3 : Argon Gas Gr-II to IS 5760/1998 (Rev-II) GWC670000044	1	The constituents of gas and other technical requirement	Shall strictly adhere to IS standard IS:5760 (Latest	Manufacturer's Test Certificate Required
	2	Method of checking qty	Minimum 140 kg/cm2 (137 Bar) at 27 deg celcius for gas volume of 7 cubic meter (As per document PR.INF:001)	As per <b><u>document PR:INF:001 Dt.18.12.2008</u></b> (Sampling will be at the description of BHEL IVP)
	3	Cylinder water capacity	47 litres	should be marked on cylinder, Physical verification by BHEL in presence of vendor/vendor's representative
	4	"Marking, painting and labelling" of cylinder	As per IS standard IS : 309 (Latest).	Physical verification by BHEL in presence of vendor/vendor's representative.
	5	Gas cylinders shall be as per designs and of suitable capacity, marking, painting, labelling and transport of cylinders conforming to the requirements prescribed in the Gas Cylinder Rules, 1981 of the Government of India and any other applicable rule.		Physical verification by BHEL in presence of vendor/vendor's representative.
	6	Cylinders shall be fitted with safety cap and shall also be masked with tape properly at opening point.		Physical verification by BHEL in presence of vendor/vendor's representative.
	Note: Any non confrimity to above points is liable to rejection of gas cylinder.			

# ON COMPANY (OEM) LETTER HEAD

## Make in India (MII) and Local Content Declaration

To whom it may concern

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s. \_\_\_\_\_ (supplier name) are (tick whichever is applicable as below)

**“Class-I local supplier”** meeting the requirement of minimum local content equal to 50% or more defined in above mentioned government notification for the goods & services

(or)

**“Class-II local supplier”** meeting the requirement of minimum local content 20 % to less than 50% defined in above mentioned government notification for the goods & services

(or)

**Non-local supplier** (if not belonging to Class-I & Class-II)

against Tender Enquiry No. \_\_\_\_\_

Product:

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory with seal

Place:

Date:



AN ISO 9001  
COMPANY





**MATERIALS MANAGEMENT (MFG)**  
**PURCHASE/PSS**  
PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL  
GASES RECEIVED IN CYLINDERS  
(DA GAS)

DOC NO PR-INF:004  
Rev no: 00

Date: 18/12/2008  
Page 1 of 3

# PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL GASES RECEIVED IN CYLIDERS FROM EXTERNAL SUPPLIERS.

for  
DISSOLVED ACETYLENE

Prepared by S.ANBUMANI SM/PSS 	Reviewed by A.GOPALKRISHNAN MNAGER/M&S 	Reviewed by M.MURUGIAH, SDGM/MM/MFG 	Approved by RS.DEENADAYALU AGM/MM/MFG 
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COMPANY

## MATERIALS MANAGEMENT (MFG)

### PURCHASE/PSS

PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL  
GASES RECEIVED IN CYLINDERS  
(DA GAS)

DOC NO PR-INF:004

Rev no: 00

Date: 18/12/2008

Page 2 of 3

### 1.0 SCOPE

1.1 To check the Quantity of the gases Dissolved Acetylene gas-received in cylinders from external suppliers

### 2.0 Verification on receipt.

2.1 The cylinders received in one load / one supplier / one type of gas is considered as one lot.

2.2 Check Number of cylinders as per Delivery Chelan received from the suppliers.

2.3 Note the quantity in m<sup>3</sup> as per Delivery Chelan.

### 3.0 Method of Checking the quantity

3.1 The unit measurement of quantity of the gas is m<sup>3</sup> for purchase orders and for acceptance at stores.




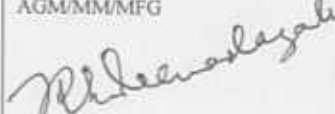
#### 3.2 Acceptance of cylinders

3.2.1 Verify the quantity in M<sup>3</sup> and number of cylinders

3.2.2 Select 2 nos. of cylinders randomly from each batch for one specification, weigh separately with gas, in weighing machine (A). Take the tare weight (empty weight) of the cylinder from the punched details of the cylinders (B). Calculate two cylinders net weight separately by subtracting noted tare weight from the measured weight with gas (K) i.e.  $A - B = K$  and Record. Multiply K by 0.9393 to arrive volume D in M<sup>3</sup>

3.2.3 Compare these D values of m<sup>3</sup> with DC / invoice volume

3.2.4 In case, the volume (D) of each cylinder is equal or more than the volume indicated in the DC/Invoice then accept the whole batch and raise GR

Prepared by	Reviewed by	Reviewed by	Approved by
S. ANBUMANI SM/PSS	A. GOPALKRISHNAN MNAGER/M&S	M. MURUGIAH, SDGM/MM/MFG	RS. DEENADAYALU AGM/MM/MFG
			



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**MATERIALS MANAGEMENT (MFG)**  
**PURCHASE/PSS**  
PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL  
GASES RECEIVED IN CYLINDERS  
(DA GAS)

DOC NO PR-INF:004

Rev no: 00

Date: 18/12/2008

Page 3 of 3

3.2.5 In case, the calculated volume (D) is less than DC/Invoice, weigh additional 10 nos. of cylinders with gas and Record. Calculate net weight (K) of each cylinder, arrive volume 'D' for each cylinder and Record. If the net weight (K) of each 10 cylinder is equal or more than DC/Invoice, accept the entire batch of cylinders as per DC quantity and raise GR

3.2.6 In case, calculated volume (D) of any one of 10 cylinder is less than DC/Invoice, then, find the average volume (D) from all the 10 cylinders. To arrive the total volume of gas receipt, multiply by average volume with the number of cylinders received in the batch against the DC. Record the shortages in quantity on DC and raise GR

3.3 Inform the deviations from DC/Invoice to vendor through Purchase

**4.0 Records:**

Stores shall maintain the records for the checking.




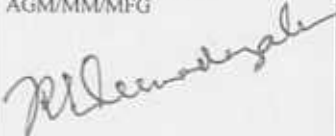
The details to be kept are

Sl no, Po Number, Name of the gas, Supplier name, Number of cylinders received Number of cylinders tested, weight measured for each cylinder, Rejected/Accepted.

5.0 Calibrated weight scale shall be used for checking.

**6.0 Record of Revision**

Rev.No	Date	Detail of Revision	Remarks

Prepared by	Reviewed by	Reviewed by	Approved by
S.ANBUMANI SM/PSS	A.GOPALKRISHNAN MNAGER/M&S	M.MURUGIAH, SDGM/MM/MFG	RS.DEENADAYALU AGM/MM/MFG
			



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**MATERIALS MANAGEMENT (MFG)  
PURCHASE/PSS**

PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL  
GASES RECEIVED IN CYLINDERS  
( ARGON,OXYGEN,NITROGEN,ACM)


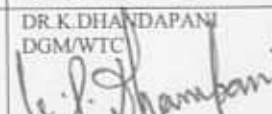


DOC NO PR-INF:001  
Rev no: 00

Date: 18/12/2008  
Page 1 of 4

# PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL GASES RECEIVED IN CYLIDERS FROM EXTERNAL SUPPLIERS.

for

ARGON,OXYGEN,NITROGEN,ACM

Prepared by	Reviewed by	Reviewed by	Approved by
S.ANBUMANI SM/PSS 	DR.K.DHANDAPANI DGM/WTC 	M.MURUGIAH SDGM/MM/MFG 	RS.DEENADAYALU AGM/MM/MFG 



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**MATERIALS MANAGEMENT (MFG)  
PURCHASE/PSS**

PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL  
GASES RECEIVED IN CYLINDERS  
( ARGON,OXYGEN,NITROGEN,ACM)

DOC NO PR-INF:001

Rev no: 00

Date: 18/12/2008

Page 2 of 4

**1.0 SCOPE**

1.1 To check the Quantity of the gases -Argon ,Oxygen , Nitrogen & ACM -received in cylinders from external suppliers

**2.0 Verification on receipt.**

2.1 The cylinders received in one load / one supplier /one type of gas is considered as one lot.  
2.2 Check Number of cylinders as per Delivery Chelan received from the suppliers.

2.3 Note the quantity in m3 as per Delivery Chelan.

**3.0 Method of Checking the quantity**

3.1. The unit measurement of quantity of the gas is in m3 for purchase order and for acceptance at stores.

3.2. It is decided to adopt the measurement by measuring the pressure since measuring by weight is not practicable for these light weight gases

3.3 Calculation of volume of gas.

3.3.1 Connect the Pressure Gauge with cylinder and note the Pressure and Record

3.3.2 Take the water volume of cylinder (available on the cylinder).Standard cylinders available are 47 litres- 7m3 & 42 litres -6.25m3

3.3.3 It is observed that the cylinder pressure is 140 kg/cm2 at Trichy average room temperature of 27 deg c and the volume is 7m3 for 47 litre water volume cylinder. Hence , if the measured pressure is less than 140 kg./cm2 ,the volume will be less and is calculated as follows

Example: Volume at 139 kg/cm2 =  $139/140 * 7 = 6.95$  m3 and for other measured pressures the calculated value is given in the table for ready reference.(similar table may be created for 42 litre water volume

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## MATERIALS MANAGEMENT (MFG)

### PURCHASE/PSS

PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL  
GASES RECEIVED IN CYLINDERS  
( ARGON,OXYGEN,NITROGEN,ACM)

DOC NO PR-INF:001

Rev no: 00

Date: 18/12/2008

Page 3 of 4

## PRESSURE VS VOLUME CHART AT 27 DEG C

Kg/cm2	m3	Kg/cm2	m3	Kg/cm2	m3
140	7.00	130	6.52	120	6.03
139	6.95	129	6.47	119	5.99
138	6.90	128	6.42	118	5.94
137	6.86	127	6.37	117	5.89
136	6.81	126	6.32	116	5.84
135	6.76	125	6.28	115	5.79
134	6.71	124	6.23	114	5.74
133	6.66	123	6.18	113	5.70
132	6.61	122	6.13	112	5.65
131	6.57	121	6.08	111	5.60

### 3.4. Acceptance of cylinders

3.4.1 Select 2 nos.of cylinders randomly from each batch for one specification, measure the pressure and find the volume of gas in each cylinder separately and Record

3.4.2 Compare these values (pressure & volume) with TC / DC / Invoice .


3.4.3 Incase, the measured pressure is above or equal to 140kg/cm2, accept the entire batch of cylinders as per DC/Invoice and raise GR

3.4.5 Incase, the actual pressure measure is less than the 140/kg/cm2 value, measure further 10 nos.of cylinders and Record. If the pressure in all the 10 nos. of cylinders are above or equal to 140kg/cm2 value, accept the entire batch of cylinders as per DC/Invoice and raise GR

3.4.6 Incase, if any one of the cylinder pressure out of 10 nos. is less than 140 kg/cm2 value, calculate the average pressure out of 10 nos. of cylinders, arrive the corresponding volume from

Prepared by	Reviewed by	Reviewed by	Approved by
S.ANBUMANI SM/PSS	DR.K.DHANDAPANI DGM/WTC	M.MURUGIAH SDGM/MM/MFG	RS.DEENADAYALU AGM/MM/MFG



 <p><b>AN ISO 9001 COMPANY</b></p>	<p align="center"><b>MATERIALS MANAGEMENT (MFG) PURCHASE/PSS</b></p> <p align="center">PROCEDURE FOR QUANTITY MEASUREMENT OF INDUSTRIAL GASES RECEIVED IN CYLINDERS ( ARGON,OXYGEN,NITROGEN,ACM)</p>	<p><b>DOC NO PR-INF:001</b> <b>Rev no: 00</b></p> <hr/> <p><b>Date: 18/12/2008</b> <b>Page 4 of 4</b></p>
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the table and multiply with no.of cylinders (as per DC) for the total volume of gas accepted and raise GR

3.5. Inform the deviations observed to vendor through Purchase

#### 4.0 Records:

Stores shall maintain the records for the checking.


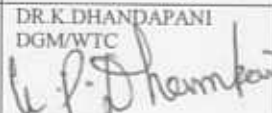
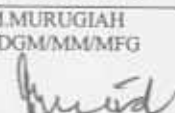
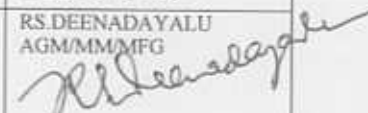
The details to be kept are

Sl no, Po Number, Name of the gas, Supplier name ,Number of cylinders received Number of cylinders tested ,Pr measured for each cylinder, Rejected/Accepted .

5.0 Calibrated pressure gauges shall be used for checking.

#### 6.0 Record of Revision

Rev.No	Date	Detail of Revision	Remarks

Prepared by	Reviewed by	Reviewed by	Approved by
S.ANBUMANI SM/PSS	DR.K.DHANDAPANI DGM/WTC	M.MURUGIAH SDGM/MM/MFG	RS.DEENADAYALU AGM/MM/MFG
			



## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

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Signature Not Verified

Signed By: AMAN SHARMA

Location: BHEL, Goindwal

Signing Date: 04.12.2023





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

### 1. Instruction to Bidder

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

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

#### 1.1 Instruction to Bidder (In case of Non-E-Procurement / Paper/ Manual/ Hard Copy based tenders)

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts.' This tender box is located at the entrance of Admin block BHEL Goindwal. Quotations can also be submitted through e-mail at **tendermm\_ivp@bhel.in**. Offers received in time shall be considered only when offers are complete in all respects. In case of bulky tenders, please handover quotation to tender issuing authority [Contact: 01859 224 615 / 628]. Bid can be sent to following address:

**BHEL, Industrial Valve Plant,  
#433, Industrial Complex,  
Goindwal Sahib, Distt. Tarn Taran,  
Punjab-143422.**

#### 1.2 Instruction to bidder (In case of E-Procurement)

1. Interested bidders / suppliers shall submit their offer through e-procurement mode at <https://eprocurebhel.co.in/>.
2. **Offers in any other mode will not be accepted.**
3. Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <https://eprocurebhel.co.in/>.
4. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: [support-eproc@nic.in](mailto:support-eproc@nic.in). These details are also available on 'Contact Us' page of the portal.
5. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
6. **Disclaimer clause:** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

### 2. Scope of Supply

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

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Signed By: AMAN SHARMA

Location: BHEL Goindwal

Signing Date: 04.12.2023





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All required tests as called in referred material standard/BHEL/TDC/drawing etc. shall be carried out by vendor at no extra cost. Material Test Certificates (MTC), inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.

### 3. Price Basis

1. Order of enquiry item sl. no. shall be maintained in the quotation.
2. The rates quoted shall be firm and fixed. No price variation is proposed and allowed.
3. Rates quoted should be FOR BHEL Goindwal basis. The offers quoted on other than FOR Goindwal basis are liable to be rejected.

In case bidder has quoted Ex-works prices, then he/she will be given an opportunity to accept price basis as FOR Goindwal either by accepting delivery as FOR Goindwal in same quoted price or by providing loading factor on his/her quoted ex-works prices to make them FOR prices.

**Variation in GST or any other statutory levies during contractual delivery period shall be to BHEL's account.**

### 4. Performance Security (PS)

Applicability:

- 1) Performance Security will not be applicable in which total PO value on vendor in one tender enquiry is less than or equal to Rupees one lakh.
- 2) **In case total PO value on vendor in one tender enquiry is greater than Rs. 1 Lakh:**  
Successful bidder (L1 or counter-offer accepted) has to submit Performance Security (PS) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for a period of one year. This PS will be released to the vendor without interest after two months beyond the completion of all supplies under the PO.  
Before the release of this PS, vendor has to submit another PS @1% of PO value or Rs. 3000.00 whichever is higher after two months beyond the completion of all supplies under the PO. This PS shall be valid for a period of 18 months. This additional PS will be released to the vendor without interest after expiry of validity upon fulfilment of contractual obligations as per terms of contract.

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

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

#### Mode of deposit:

Performance security may be furnished in the following forms:

- 1) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 2) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 3) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

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- 4) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).
- 5) Insurance Surety Bond.
- 6) By way of retention from dues available in the form of Bills payable to the supplier against same / other contracts in the same unit.

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

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

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

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

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

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

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

### **6. Evaluation in Case of More Than One L-1 Bidder**

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

### **7. Reverse Auction**

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered.

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for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

### 8. Conflict of Interest among Bidders / Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal.**or**
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

### 9. Validity of Offers

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

### 10. Supplied Material Adjustment

Item/s pending in previous PO has to be billed in previous PO only. Otherwise, BHEL will be free to adjust the supplies in previous PO. Any implication of tax will be on supplier's account. For this it is desirable that vendor should reconcile the pending PO statement every month/frequently with BHEL. Vendor can also view these details at Portal (<https://trichy.bhel.com/mm/index.jsp>).

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### 11. Delivery Schedule

Supplies shall be affected and completed as per schedule mentioned in special terms and conditions. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

### 12. Liquidated Damaged (LD)

- Time is the essence of the contract.
- The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.
- In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Punjab under any other condition of the contract/applicable legal provisions.
- Failure to dispatch the materials in the time as per the delivery mentioned in our Purchase Order (PO) would make the supplier liable to an un-conditional LD at the rate of 0.5% of the undelivered order value per week of the delay or part thereof subject to a maximum of 10% of the undelivered order value.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).
- Indigenous: In case of Ex-works delivery terms, the document date (Invoice/Challan date) in Goods Receipt (GR) document shall be reckoned for LD deduction. In case of FOR Delivery terms, the posting date in GR document shall be reckoned for LD deduction.
- Import: For CFR terms, BL date will be considered for LD calculation.

BHEL reserves the right to receive or not receive the material after the due date of PO. Applicable GST shall also be recovered from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

### 13. Acceptance of Material Supplied

- The supply shall strictly as per the specifications in the tender /purchase order.
- Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.
- Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.
- The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL through B2B portal within 15 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.
- In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 30 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.
- After the clearance of the 1st lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 30 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for

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Suspension of Business Dealings with Suppliers /Contractors available in the webpage:  
<https://www.bhel.com> would be taken against such supplier.

### 14. Payment Terms

1. Payments shall be made to the Seller within the mentioned days (as per below table) from the date of receipt and acceptance of material.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

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

**MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).**

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

2. Documents to be submitted (if applicable)
  - i) Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
  - ii) Transporter copy along with material/consignment.
  - iii) Material Test Certificates (MTC) and
  - iv) Compliance Certificate.
3. GST registration number is to be submitted by qualified vendor as per GST law.
4. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
5. **BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.**

### 15. Taxes & Duties

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in his GSTR-1 and
- b) Receipt of goods and Tax invoice by BHEL and
- c) Confirmation of payment of GST thereon by vendor on GSTN portal.
- d) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Following may please be noted for availing Input Tax Credit (ITC) by BHEL:

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1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice and after receipt of goods. Thus, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice and/or receipt of goods, the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

### 16. Liability Under Reverse Charge (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods and/or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

### 17. Access to Manufacturing Premises

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

### 18. Inspection

1. The seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
2. Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. No additional charges shall be claimed for such inspections. Moreover, all required infrastructure (testing, tools etc) have to be arranged by supplier.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.
4. BHEL representative from unit or CQ is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

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5. Necessary tooling including thread gauges etc. have to be arranged by vendor. Only in exceptional cases, based on BHEL discretions item/nature, BHEL may consider request to provide gauges if available with BHEL. But in no case this shall be linked with delivery of material.
6. In case of following points, visit charges to be paid to Third Party Inspection Agency (TPIA) shall be imposed as penalty on Supplier:
  - a) Nothing/NIL material is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call.
  - b) Lapses on the account of supplier has led to rejection of offered material (as per approved QAP/ Technical Specifications/ Other pertinent requirement), while carrying out Inspection.
  - c) Less Quantity/ Short Quantity is offered during Inspection (whilst physical visit of Inspection Engineer at Supplier's work) with respect to "Offered Quantity" mentioned in raised Inspection Call for any of the line(s) item, leading to re-visit of Inspection Engineer.

### 19. Warrantee and Corresponding Repair / Replacement of Goods

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

If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including repair / replenish rejected goods, at the cost of the seller as per contractual obligations.

All incidental charges like freight, insurance and customs duty in respect of return of defective items are to vendor's account only. BHEL will inform related invoice, quantity etc. to supplier. Supplier has to give advance intimation / plan (Transporter, Vehicle details) for the lifting of material. Further supplier has to provide requisite documents (such as Credit Note, e-Way Bill etc.) to lift the rejected material. Material should be lifted within one month from date of intimation. After one-month, BHEL will not be responsible for rejected material and BHEL shall have the right to dispose off such rejected material.

The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. If the supplier fails to replace / rectify the defective/ damaged items on free of cost within one month of reporting from our end, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <https://www.bhel.com> would be taken against such supplier without prejudice to the other remedies available to BHEL under the contract and law in this regard.

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### 20. LOI (Letter of Intent)

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

### 21. Sub-Contract

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

### 22. Discrepancy in Words and Figures

1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity}, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
5. Bids 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 shall be liable for rejection.
6. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.

### 23. Force Majeure

1. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue

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- to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
  4. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### 24. Non-Disclosure Agreement

All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. ***BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.***

### 25. Clarifications

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

### 26. Preferences for Micro and Small Enterprises (MSEs)

Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018”, or as per latest guidelines issued by government shall be given to Micro and Small enterprises.

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

- 25% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 25% of the 25% quantity (i.e. 6.25% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. Failure to participate by any MSE owned by SC/ST's; this 6.25% quantity shall be procured from other MSEs.

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- 3% from within the 25% quantity offered to the MSE's shall be reserved for women owned MSE's. Failure to participate by any MSE owned by women; this 3% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

MSE suppliers can avail the intended benefits only if they submit **Udyam Registration Certificate** along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.

*Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.*

## 27. Preference to Make in India

This procurement shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 of Government of India issued by DPIIT and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for purchase preference to make in India shall be adhered.

## 28. Restrictions Under Rule 144(XI) of The General Financial Rules (GFR), 2017

Restrictions on procurement from a bidder of a country which shares a land border with India

- a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.
  - b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. *This clause shall be applicable only in the tenders which attract restrictions due to specified ToT.*
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

Signature Not Verified

Signed By: AMAN SHARMA

Location: BHEL Goindwal

Signing Date: 04.12.2023







## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
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Punjab-143422 (INDIA)

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iv) above will be as under

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

VIII. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

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Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

### **Bidder has to submit a certificate certifying following along with offer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be Attached]."

### **29. Resolution of Disputes**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 Annexure-X to this GCC.

The Annexure-X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Signature Not Verified  
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## General Conditions of Contract (GCC) of MM Tenders

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Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

**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 its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.

### **30. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://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.

### **31. Preventive Checks to Eliminate Suspected Cartel Formation**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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.

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## General Conditions of Contract (GCC) of MM Tenders

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In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### 32. Suspension of Business Dealings with Suppliers / Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <https://www.bhel.com/>.

### INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

#### 31.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

#### 31.2. Commitment by Bidder/ Supplier/ Contractor:

31.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

31.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

31.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <https://www.bhel.com/> and/or under applicable legal provisions

### 33. General

1. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however,

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## General Conditions of Contract (GCC) of MM Tenders

### BHARAT HEAVY ELECTRICALS LIMITED

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- recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
2. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
  3. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
  4. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that these terms and conditions are acceptable.
  5. BHEL may increase/decrease item/s based on BHEL requirement before price bid opening. Suitable price implication may be asked from suppliers.
  6. BHEL may drop item/items from tender at any stage of tender before placing PO. BHEL may also delete PO with consent with supplier within delivery date of PO.
  7. After releasing PO, it is assumed that supplier has accepted PO if we do not receive acknowledgement from supplier within 5 days of date of PO.
  8. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender.
  9. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.
  10. Ranking L-1, L-2 etc. shall be done for individual item for the techno-commercially acceptable offers on landed cost to BHEL, IVP Goindwal basis and BHEL reserves the right to place order for individual items with different vendors.
  11. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.
  12. If supplier is mentioning delivery destination within state/ outside state depending upon his location of factory, Free on Road etc. these are assumed as on FOR Goindwal. If supplier is wishing to give delivery on Ex works basis, then he has to clearly mention about it.
  13. The bidder has to keep track of any changes by viewing the addendum(s) / Corrigendum(s) issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
  14. Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal (<https://supplier.bhel.in/>).
  15. The General Conditions of Contract and the Special Conditions in each enquiry and the resulting purchase order constitute the entire contract between the parties. In case of any discrepancy between the provisions of General Conditions of Contract and Special Conditions of the Tender,

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## General Conditions of Contract (GCC) of MM Tenders

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the provisions in Special Conditions of the Tender shall prevail and interpretation of BHEL of such condition/clause will be final and binding on both the parties ..





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### Annexure-X

#### **BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case, within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case, within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with

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- request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
  11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
  12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
  13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
  14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
  15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
  16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
  17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

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18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
  - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.





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23. The Conciliator(s) shall be entitled to following fees and facilities:

Sr. No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	<p>In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	<p>i Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	As per the extant entitlement of whole time Functional Directors in BHEL.

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5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
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24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

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- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
- b. admissions made by the other party in the course of the Conciliator proceedings;
- c. proposals made by the Conciliator;
- d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.





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### Appendix-I of Annexure-X

#### **FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**



**Appendix-II of Annexure-X**

**FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No

& date \_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor  
Name, with designation Date**





## General Conditions of Contract (GCC) of MM Tenders

**BHARAT HEAVY ELECTRICALS LIMITED**

Industrial Valve Plant: 433, Industrial Complex,  
Goindwal Sahib, Dist. Tarn Taran,  
Punjab-143422 (INDIA)

### Appendix-III of Annexure-X

#### **STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

