

MATERIAL DESCRIPTION & SPECIFICATION (Catalogue)

1. BHEL Material Code : AA5440003010
Description : Nitrogen Gas (**99.95% Pure**)
Specification : AA54403 Rev 01
2. BHEL Material Code : AA5440010009
Description : Helium Gas (**99.99% Pure**)
Specification : AA54410 REV: 01

S No	Tender Term and Condition	Confirmation from bidder
General Requirements		
1	Bidder to provide the documents as per pre-qualification requirements (PQR).	
2	Bidder who fails to qualify Pre-qualification requirement, their offer will not be considered for technical evaluation and price bid opening part (part -2 of this tender)	
3	Price Bid (Part-II) will be opened only of those bidder(s) who qualify Part-1 bid (PQR), whose techno-commercial bid is acceptable to <i>BHEL</i> .	
4	Bidder to confirm that their quoted unit price in this tender is all-inclusive of basic rate, freight, insurance, packing & forwarding charges & any other charges if applicable + applicable GST + transportation cost of return of empty cylinder.	
5	Offers of non BHEL approved bidder for this item will be considered for further processing for part- 2 bid, which have submitted endorsed copy of NDA and cleared the technical scrutiny	
6	Bidder to submit duly filled certificate of minimum local content, as per enclosed format.	
7	Confirm that there is no deviation with respect to <i>BHEL</i> Specifications. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
8	Bidder to inform % of GST	
9	Bidder to confirm to delivery Gas on intimation from Buyer to CSX Store, BHEL Haridwar. The delivery mentioned in GeM tender is tentative, actual delivery is on intimation basis.	
10	The delivery schedule should be valid at least 15 months from contract date which is to be supplied by the vendor as per the	

	requirement on intimation basis	
11	Penalty of late delivery shall be as per term and Conditions of GeM on respective delayed supplies. Contractual delivery shall be 20 days from the date of receipt of empty cylinder at vendor's works or date of invoice whichever is earlier (for LD calculation). Vendor to confirm	
12	Bidder to confirm for 60 days free rental period of delivered Nitrogen & Helium cylinder from the date of receipt of cylinder.	
13	Rest Term and condition shall be as per GeM Term and condition & GeM Tender. Bidder to confirm.	
14	Bidder shall submit technical offer without commercial terms as per tender requirement.	
15	Bidder to submit test Certificate as per SPEC: AA54403 REV: 01 (Nitrogen Gas) and SPEC: AA54410 REV: 01 (Helium gas) along with supply.	
16	Bidder to inform capacity of each cylinder.	
17	The Supplier shall submit Material Safety Data Sheet along with each supply delivery. Bidder to confirm.	
18	<p>In case of non-acceptance of Breach of contract clause by some bidders, the offers of such bidders shall be loaded by 10% of the contract value or by the value by which 10% recovery condition of breach of contract clause is less accepted by such bidders.</p> <p>Breach of contract, Remedies and Termination:</p> <p>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 will be recovered in all or any of the following manners:</p> <ul style="list-style-type: none"> i. from dues available in the form of Bills payable to defaulted supplier against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p> <p>Please confirm</p>	

Important Instruction to bidders.

1. Following attachment with this Catalogue for tender preparation.
 - Pre-qualification requirement (PQR)
 - NDA
 - MII Certificate
2. All supporting document shall be sign and stamped by bidder.
3. NDA is required to be signed & stamped on every page after filling relevant details. Other cross-referred documents (Specifications &/or Drawings) can be obtained by email duly signed & Stamped NDA to kvimal@bhel.in or sujit.kumar@bhel.in.

1. This GeM tender covers below BHEL requirement

Item Detail	BHEL Material code
Nitrogen Gas (99.95 % Pure) Specification AA54403 Rev 01	AA5440003010
HELEUM GAS 99.99 PURE SPEC: AA54410 REV: 01	AA5440010009

2. Bidder shall submit Test Certificate along with supply.
3. Quoted rates inclusive of GST and all taxes and freight charges for delivery up to CPS store BHEL Haridwar along with transportation cost of return of empty cylinder.
4. Bidder to delivery gas within 20 days from intimation from Buyer to **CSX Store, BHEL Haridwar. The delivery mentioned in GeM tender is tentative, actual delivery is on intimation basis within 20 days.**
5. 60 days' free rental period of delivered Nitrogen & Helium Gas cylinder from the date of receipt of filled cylinder.
6. Bidder shall deliver filled cylinder and take back empty cylinder at their own transportation.
7. The delivery schedule should be valid at least 15 months from contract date which is to be supplied by the vendor as per the requirement on intimation basis.
8. Guarantee certificate is not required.
9. **Payment term for this tender shall be**

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

10. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material

from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law

9 Action against Bidders / vendor / supplier / contractor in case of default:

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

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

10. Conflict of Interest:

*"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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. "*

11. Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

In case of non-acceptance of **Breach of contract** clause by some bidders, the offers of such bidders shall be loaded by 10% of the contract value or by the value by which 10% recovery condition of breach of contract clause is less accepted by such bidders

12. **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 will 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., will be applied as per provisions of the contract.

APPLICABLE MANDATORY TERMS AND CONDITIONS FOR THE PRESENT GEM TENDERS

Unregistered vendors at BHEL Haridwar for this item may avail the soft copies of relevant specification /drawing by submitting the endorsed copy of attached 'Non-Disclosure Agreement' (attached below) to either of the following e-mail IDs: (kvimal@bhel.in), (rajpal@bhel.in)

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the above mentioned BHEL concerned email IDs also, before Part I opening.

Sign & stamp by Bidder

Bidder to submit Techno- Commercial offer along with bid.

PRE- QUALIFICATION CRITERIA: Bidder to provide the documents as per attached Pre-qualification conditions/requirements (PQR). Bidder who fails to qualify Pre-qualification conditions/requirement, their offer will not be considered for technical evaluation and price bid opening (part -2 of this tender).

- Offered prices on GeM should be inclusive of all taxes, duties, local levies / transportation / loading unloading charges etc., as per General terms & conditions on GeM.
- Vendor to Inform the %age of GST charges inclusive in the offered prices.
- Vendor to confirm that 100% input tax credit shall be applicable on the GST amount.
- Guarantee Certificate as per respective BHEL ordering document (specification / Drawing) is required.
- Test Certificates / Guarantee Certificates / COC whatever applicable shall be provided along with dispatch documents.
- Please refer the Bidder specific ATC uploaded document for applicable terms and conditions for the enquiry.

- **Documents are to be provided along with offer in respective attached format(s):**

1. TECHNO- COMMERCIAL OFFER ALONG WITH COPY OF PAN CARD, GST REGISTRATION CERTIFICATE&MSME CERTIFICATE
2. PQR SUPPORTING DOCUMENTS
3. VENDORS CHECK LIST
4. TENDER SUBMISSION LETTER
5. CERTIFICATE OF NO DEVIATION
6. DECLARATION REGARDING INSOLVENCY_LIQUIDATION_BANKRUPTCY PROCEEDINGS
7. DECLARATION BY AUTHORIZED SIGNATORY REGARDING AUTHENTICITY OF SUBMITTED DOCUMENTS
8. DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
9. DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES
10. DECLARATION FOR RELATION IN BHEL
11. DECLARATION REGARDING MINIMUM LOCAL CONTENT
12. DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017
13. BANK ACCOUNT DETAILS FOR E-PAYMENT
14. POWER OF ATTORNEY FOR SUBMISSION OF TENDER
15. NON-DISCLOSURE AGREEMENT

- **Please refer the Bidder specific ATC uploaded document for applicable terms and conditions for the enquiry and submit all the required documents/Annexures.**

- ***VENDORS/BIDDERS TO PROVIDE THE DOCUMENTS AS PER BELOW PRE-QUALIFICATION REQUIREMENTS (PQR). ONLY THOSE OFFERS WILL BE CONSIDERED WHO WILL QUALIFY THE PQR. DRAWING/SPECIFICATION CAN ONLY BE PROVIDED ONLY AFTER SUBMISSION OF ENCLOSED NDA (NON-DISCLOSURE AGREEMENT), DULY SIGNED AND STAMP OF EACH AND EVERY PAGE ON YOUR COMPANY'S LETTER HEAD OR STAMP PAPER.***

All terms shall be applicable as per above terms and latest GeM terms & conditions only and no other quoted terms will be applicable.

PQR of He Gas

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


 Dy Mgr (B&T)

PQR of N2 Gas

Description of BHEL requirement	To be confirmed/ Submitted by	Offered	Deviation	Remarks
Only those vendor to apply who have executed at least 3 purchase orders of Nitrogen gas as per BHEL specification in last 5 years for min 50% quantity of current enquiry quantity. Following data need to be submitted by vendor in this regard:	Vendor to accept and confirm.			
1.Name of the customer/ Company where referred N2 was supplied.	Vendor to inform.			
2. Complete postal address of customer.	Vendor to inform.			
3. Copy of Purchase orders.	Vendor to provide.			
4. Properties/Parameters and purity of N2 gas supplied.	Vendor to inform all parameters.			
* (Point 1,2,4 Not valid In case of BHEL Haridwar supply. Only PO no is to be provided)				

21/7/21
 Dy Mgr (B&L)