

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
HEAVY PLATES AND VESSELS PLANT
PURCHASE DEPARTMENT
VISAKHAPATNAM - 530012
ANDHRA PRADESH(INDIA)

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Contact Ph No :0891-6681311
Fax :0891-6681700
Email :mvmurthy@bhel.in
web : www.bhelviz.co.in

	Enquiry No (Coll-No)	Enquiry Date	Due Date for Quotation
	H151700022	18.05.2017	01.06.2017
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.			

Item	Description	Unit	Quantity	Delivery Quantity	Delivery Date
10	THERMOCOUPLE K-TYPE TAG NO.03-TE-166B L405019702001001 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
20	THERMOCOUPLE K-TYPE TAG NO.03-TE-109 L405019702001002 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
30	THERMOCOUPLE K-TYPE TAG NO.03-TE-104 L405019702001003 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
40	THERMOCOUPLE K-TYPE TAG NO.03-TE-166A L405019702001004 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
50	THERMOCOUPLE K-TYPE TAG NO.03-TE-162 L405019702001005 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
- 60	THERMOCOUPLE K-TYPE TAG NO.03-TE-160 L405019702001006	NO	1.000	1.00	24.08.17

The offers should reach us before 14:00 hrs on the due date of opening of the tender. The offers will be opened after 15.00 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

Angika Sinha Ray
Manager (MP-SOI)
Bharat Heavy Electricals
HPVF, Visakhapatnam



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	alongwith Thermowell as per attached Specification.				
70	THERMOCOUPLE K-TYPE TAG NO.03-TE-165 L405019702001007 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
80	THERMOCOUPLE K-TYPE TAG NO.03-TE-164 L405019702001008 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
90	THERMOCOUPLE K-TYPE TAG NO.03-TE-SP01 L405019702001009 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17
100	THERMOCOUPLE K-TYPE TAG NO.03-TE-SP02 L405019702001010 alongwith Thermowell as per attached Specification.	NO	1.000	1.00	24.08.17

General Note:

Enclosures:

- 1) Special terms & Conditions (6 Sheets)
- 2) Commercial Terms & Conditions (Annexure- A) - (3 Sheets)
- 3) Commercial Terms & Conditions (Annexure- B) - (3 Sheets)
- 4) TDC Documents:
 - a) Spec No.INH-4050-97-PR-011, Rev B (4 Sheets)
 - b) Salient Points for Temperature Elements, Annexure-I, Rev 0 (1 Sheet)
- 5) Price bid Schedule (02 Sheets)
- 6) Annexure- C (01 Sheet)

The offers should reach us before 14:00 hrs on the due date of opening of the tender. The offers will be opened after 15:00 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

Ananta Sinha Ray
Ananta Sinha Ray
Manager (MP-BOI)
Bharat Heavy Electricals Limited

Visakhapatnam

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates & Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1311 / 1179

E-mail : mvr@bhelviz.co.in

: ananta@bhelviz.co.in

SPECIAL TERMS AND CONDITIONS**Category of Tender : Two-Bid System****SUB : Supply of K-Type Thermocouples****RFQ No/Enquiry No. : H151700022 Dt: 18.05.2017**

1. We intend to procure **K-Type Thermocouples** for which Sealed Quotations are invited in Two-bid system i.e., Price Bid and Technical Bid along with un-priced bid (in duplicate). Sealed Quotations shall be submitted strictly in compliance with all Technical Delivery Conditions (TDC) and Commercial Terms & Conditions (CTC) attached herewith. The offers of those Vendors who do not comply with all the Clauses of CTC and TDCs in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor. No deviations are permitted.

The sealed Quotation shall be submitted super scribing our enquiry reference and category of enquiry so as to reach us on or before **14:00 Hrs of 01.06.2017**. The Quotation received after the due date is liable to be rejected. In case any supplier is not in a position to submit the Quotation strictly as per Technical Delivery Conditions (TDC) and Commercial Terms & Conditions (CTC) may submit REGRET letter.

2. **Pre- qualification criteria:**

The supplier need to submit the supporting documents for the following along with technical bid. **Offers without supporting documents in line with requirement shall not be considered for scrutiny.**

- Vendor shall furnish PTR (Prove Track Record) for K-Type Thermocouples for working satisfactorily for 4000 hrs. in similar applications. At least TWO PTR's shall be furnished by the vendor.
- Vendor shall furnish at least 3 references in last 5 years for our review.
- Bidder shall be Either M/s. BHEL Standard Vendor or M/s Engineers India Ltd (M/s EIL) Approved Vendor. Vendor to Note and confirm with supporting documents.
- Bidder shall not be in the Black list of M/s. EIL. Vendor to Note and comply.
- Bidder shall not be in the Black list of any unit of M/s. BHEL. Vendor to Note and comply.

Even though any vendor is technically acceptable for BHEL-HPVP, their price bid shall be opened subject to the approval of customer (ONGC, Ahmedabad) as an approved vendor for this project. In case of rejection by customer, their price bid shall not be opened.

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3. Inspection : By BHEL or its authorized Inspection Agency

(Indigenous Supplier needs to register ONLINE in BHEL website (www.cqir.bhel.in) for offering for Inspection for first time. On readiness of ordered material, supplier shall raise the inspection call request online (www.cqir.bhel.in) with minimum notice period of 07 working days to the authorized representative of the Purchaser for inspection/ testing as provided in PO). Inspection Charges will be borne by BHEL for Indigenous vendors

BHEL representative from HPVP Unit or Corporate Quality is authorized to carry out audits along with TPIA at vendor's works before clearing the items for dispatch.

Foreign Vendors shall carry out inspection by reputed TPIA viz., Lloyds, BV, TUV and shall quote applicable inspection charges, if any.

After completion of Inspection by TPIA, the scanned copies of Inspection reports, MTCs and other Test Reports applicable as per TDC are to be sent to BHEL for obtaining material dispatch clearance.

4. Documentation: Vendor shall submit material test certificates, manufacturing certificates, Dimensional Reports and Inspection reports as per TDC.**5. Technical Delivery Conditions (TDC):**

a) Spec No.INH-4050-97-PR-011, Rev B (4 Sheets)

b) Salient Points for Temperature Elements, Annexure-I, Rev 0 (1 Sheet)

Vendor shall invariably submit all the Enquiry Documents including TDC, Commercial Terms & Conditions by confirming each point with their sign and stamp on each page by authorised representative of the bidder as a token of acceptance of the same.

6. BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also, BHEL reserves the right to reject or accept one or any offer without assigning any reason.**7. Price Evaluation:**

Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Qty. Tolerance, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, Excise Duty, Sales Tax after taking out CENVAT and VAT benefit as applicable. The price comparative statement shall be worked out on overall Landed cost basis (Total cost to BHEL) for the whole package.

a) The comparative statement of the price prepared on the reference date shall remain firm throughout the period. Any change in duty and tax structure during execution of the contract will not be considered for the re-ranking of vendors.

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- b) The lowest price received against BHEL, HPVP tender need not be commercially lowest price (L-1). BHEL, HPVP reserves the right to negotiate the same.
- c) BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.
- d) The prevailing Exchange rates (TT selling rate of SBI) on the date of opening of Technical Bid shall be considered for Price Evaluation of import offers. If the date of opening of Technical bid happens to be a bank holiday or no forex, then the forex rate as on previous bank (SBI) working day shall be considered.
8. Vendor shall ensure and enclose the following documents to Technical and Un-Priced commercial bids.
- a) Specification / data sheets as per TDC.
- b) If there are any deviations against TDC, the same shall be clearly specified.
- c) Offers received without confirmation to our specification/ data sheets and technical delivery conditions will be rejected.
- d) Catalogues and any other relevant details required for proper and complete technical evaluation of the product offered shall be submitted.
9. **Packing:** Equipment shall be packed as per the requirements of Roadworthy / Seaworthy Packing as per TDC.

10. **Details of submitting the offer:**

Offers shall be submitted in Two Parts.

Part-I : Technical & Un-Priced Bid with Commercial terms and conditions

Part-II : Priced Bid

Above Two bids shall be kept in two separate sealed Covers super scribing the detail of the Type of offer kept inside (Technical / Priced Bid). The two sealed covers should be kept in another cover super scribed with the enquiry reference and details of contents ("Technical and Priced Bids") and the same shall be sent by Post/Courier addressed to **The Senior Manager (Materials Management), Heavy Plates & Vessels Plant, Bharat Heavy Electricals Limited, Visakhapatnam-530012(A.P), India.** (or)

The cover containing both the bids as indicated above, may be personally dropped in the Tender Box placed at Reception counter, Administration building, HPVP, BHEL, Visakhapatnam- 530 012.

In any case, the offers should be submitted on or before the due date. Late offers shall not be entertained.

Any revised offer(s) sent by vendor on their own after the tender opening will be treated as "Unsolicited Offer" and such offers will not be considered.

Offers sent by E-mail or by Fax are Not Acceptable. If you are not interested to quote, Regret letter by Mail shall be sent without fail.

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11. In case of an agent submitting bid on behalf of a Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. BHEL reserves the right to reject such bids.

12. Bid Opening:

Technical & Un-Priced Bids shall be opened in public on the due date provided sufficient Bidder's offers are received.

Priced bids of qualified bidders shall be opened in Public with prior intimation regarding Date and Time of bid opening.

13. BHEL 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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

14. Discrepancy in "Words" & "Figures":

- a) 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.
- b) 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
- c) 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.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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.

15. APVAT Input Tax credit (Applicable for Suppliers within state of Andhra Pradesh):

The details of tax invoice raised against BHEL-HPVP should be uploaded in Andhra Pradesh commercial tax department online portal by the supplier on or before the due date mentioned in Rule 23(1) of APVAT Rules 2005.

The supplier should ensure correctness of BHEL-HPVP TIN (37418632431) while uploading the invoice details in APCT online portal.

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The burden of tax/penalty/disallowance of Input tax credit due to uploading of wrong details relating to BHEL-HPVP invoices (eg. TIN / Date of Invoice / Invoice Number/ Tax rate/ value etc.) in APCT online portal if any should be borne by the supplier.

16. **New Taxes as per GOI Rules:** if any new tax/ Cess like GST etc. is imposed in lieu of existing taxes by Government of India, the differential of taxes will be reimbursed/ recovered to / from the vendor

17. **SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE):**

i) As per the public procurement policy notified by the Central Government ,Micro & small Enterprises (MSE) participating in the tender , quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 20% of Quantity .In case of more than one such MSE, the supply shall be shared proportionately.

ii) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.

iii) Special provision for Micro and Small Enterprises owned by SC or ST:

Out of 20% tendered quantity reserved for MSE suppliers,4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.

iv) MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five Years from the date of issue of acknowledgement in EM-II) OR valid NSIC certificate OR EM II certificate along with attested Copy of a CA certificate (Format enclosed as per Annexure –C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited), Date to be reckoned for determining the deemed validity will be the date of bid opening(Part 1 in case of two part bid) . Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

v) All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSE), order 2012.

vi) As these tender items are non-splittable, if MSE vendor's quoted price is within price band of L1+15%, purchase order will be placed for total tendered value to MSE vendor, subject to the acceptance of L1 price.

vii) In case 2 (two) or more MSE vendors quote the price within price band of L1+15%, purchase order will be placed on the lowest MSE vendor, subject to the acceptance of L1 price.

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18. **Linking up of Old issues:** In case if you have any outstanding problems with earlier supplies, you should not linkup against this enquiry or PO at later stages.

19. No overdue interest will be payable by BHEL to either supplier or his bankers.

20. All Bank Charges to Vendor account only.

21. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1 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.

1.2 Commitment by Bidder/ Supplier/ Contractor:

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

1.2.2 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.

1.2.3 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

SIGNATURE OF VENDOR WITH STAMP

Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant – Visakhapatnam -12,
MM / Purchase

COMMERCIAL TERMS AND CONDITIONS (For Indigenous Suppliers)
(To be filled in full and to be submitted along with offer)

ANNEXURE-A

Vendor shall invariably enclose this format duly filled with their sign and stamp and enclose to Technical Bid (Part-I). Otherwise, the offer may not be considered

RFQ No/Enquiry No. : H151700022 Dt: 18.05.2017

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	100% payment shall be made within 45 days from the date of receipt and acceptance of materials at BHEL HPVP Stores. Any deviation in the above payment terms will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidder") Note: Offers with Payment against Proforma Invoice / Advance payment / LC are liable to be rejected.	
2	DELIVERY PERIOD	The acceptable Delivery period shall be within 14 weeks to 18 weeks from the date of Purchase Order to date of LR/Invoice whichever is later. Loading Factor: The offers which do not conform to 14 weeks of delivery period but are within 18 weeks of delivery period shall be loaded for the delayed delivery beyond 14 weeks @ 0.5% per week or part thereof on the offered basic value. Any offer quoting beyond 18 weeks of delivery period will be summarily rejected. Vendor should quote their firm delivery from the date of PO by including time required for the Design, Approval of Drawings, Data Sheets, Documents, Quality Plan, Manufacturing, Testing, Inspection etc.	_____ Weeks from the date of Purchase Order
3	DELIVERY BASIS	FOR BHEL, HPVP Stores, Visakhapatnam	
4	FREIGHT CHARGES	Included. (if extra indicate in %) Transportation up to BHEL, HPVP Stores, Visakhapatnam is in <u>Supplier Scope</u>.	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
5	TRANSIT INSURANCE	Included. (if extra indicate in %) Transit Insurance up to BHEL, HPVP Stores, Visakhapatnam is in <u>Supplier Scope</u>.	_____ % / Included (Strike out whichever is not applicable)
6	PACKING & FORWARDING	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included . (Strike out whichever is not applicable)
7	EXCISE DUTY	To be indicated by supplier. (MODVAT copy to be provided along with supply)	_____ % Extra

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
8	SALES TAX VAT/CST	To be indicated by supplier (Form "C" will be provided by BHEL)	_____ % Extra
9	TESTING CHARGES (as per TDC)	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included . (Strike out whichever is not applicable)
10	OFFER VALIDITY	90 days from the date of Technical bid opening.	
11	TEST CERTIFICATE	MTC Required as per Material Specification and TDC	
12	REPEAT ORDER	BHEL, HPVP may place repeat order within 6 months after placing of this PO against this enquiry. Hence please offer the discount (in %) on total basic price to place the repeat order . <u>Note: L1 ranking will be decided based on rates quoted against this enquiry only. Discount offered for repeat order shall be considered for placing repeat order only.</u>	_____ % Discount on total basic price
13	L.D.CLAUSE	In the event of your failure to dispatch the materials within the delivery period, Liquidated Damages shall be at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. LD shall be reckoned from the date of LR/Invoice whichever is later. Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought to which it is not agreed by the bidder at offered basic value.	
14	ARBITRATION	Notwithstanding anything contained in any document whatsoever, all questions, matters , disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid , shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.	
15	JURISDICTION	Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.	
16	RISK PURCHASE	The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
17	REJECTION REPLACEMENT	Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis, failing which Bank Guarantee can be encashed by BHEL.	
18	GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Destination basis within a reasonable time.	
19	FIRM PRICE	Price should be firm till execution of order.	
20	Un-priced schedule	Un-priced schedule of scope of supply as per TDC is to be enclosed with technical bid by the supplier.	
21	VENDOR STATUS (MICRO / SMALL)	a) MICRO / SMALL (To be indicated by vendor and latest copy of supporting documents as mentioned in RFQ shall be furnished along with offer)	
		b) whether owned by SC or ST Entrepreneurs (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer)	
22	DOCUMENTATION	Vendor shall confirm that all the documentation in specified number of prints will be submitted for the purpose of approval and also for final documentation as per TDC. In the event of order, Vendor should submit all necessary drawings, data sheets, QAP and other relevant documents within 15 days from date of PO for approval.	

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank. Non filling-up of columns may lead to rejection of your offer and also offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up Commercial Terms & Conditions sheet, the later only shall prevail.

Vendor should categorically indicate confirmation of all the points of Technical Delivery Conditions and Commercial Terms & Conditions with signature and stamp at the bottom of each document and submit the same along with the offers. Offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected.

Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant – Visakhapatnam -12,
MM / Purchase

COMMERCIAL TERMS AND CONDITIONS (For Foreign Suppliers)
(To be filled in full and to be submitted along with offer)

ANNEXURE-B

Vendor shall invariably enclose this format duly filled with their sign and stamp and enclose to Technical Bid (Part-I). Otherwise, the offer may not be considered

RFQ No/Enquiry No. : H151700022 Dt: 18.05.2017

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	100% payment shall be made within 45 days from the date of receipt and acceptance of materials at BHEL HPVP Stores. Any deviation in the above payment terms will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidder") Note: Offers with Payment against Proforma Invoice / Advance payment / LC are liable to be rejected.	
2	DELIVERY PERIOD	The acceptable Delivery period shall be within 14 weeks to 18 weeks from the date of Purchase Order to date of Bill of Lading(B/L). Loading Factor: The offers which do not conform to 14 weeks of delivery period but are within 18 weeks of delivery period shall be loaded for the delayed delivery beyond 14 weeks @ 0.5% per week or part thereof on the offered basic value. Any offer quoting beyond 18 weeks of delivery period will be summarily rejected. Vendor should quote their firm delivery from the date of PO by including time required for the Design, Approval of Drawings, Data Sheets, Documents, Quality Plan, Manufacturing, Testing, Inspection etc.	_____ Weeks from the date of Purchase Order
3	DELIVERY BASIS	CFR – CHENNAI SEA PORT (BHEL shall pay only delivery order charges and container detention free period shall be 14 days). In case of shipment through containers on CFR basis, the BL should bear the endorsement that " 14 free days for Container Detention is applicable "	
4	PACKING & FORWARDING	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
5	Documentation Charges	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
6	INSPECTION CHARGES (Inspection shall be in vendor scope)	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
7	TESTING CHARGES (as per TDC)	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
8	PORT OF LOADING	To be specified by the supplier	
9	OFFER VALIDITY	90 days from the date of Technical bid opening.	
10	TEST CERTIFICATE	MTC Required as per Material Specification and TDC	
11	REPEAT ORDER	BHEL, HPVP may place repeat order within 6 months after placing of this PO against this enquiry. Hence please offer the discount (in %) on total basic price to place the repeat order . Note: <u>L1 ranking will be decided based on rates quoted against this enquiry only. Discount offered for repeat order shall be considered for placing repeat order only.</u>	_____ % Discount on total basic price
12	In case of LC payment, the validity of LC for shipment will be in accordance with the delivery period agreed and for the further 15 days for negotiation of documents from the date of shipment.		
13	The documents are to be negotiated within 15 days from the date of Bill of Lading/ Air Way bill.		
14	The charges towards any LC extension on account of delay in delivery/ reasons attributable to supplier shall be to the beneficiary's account.		
15	Taxes & Duties will be deducted at source as per Government of India (Central & State Government) Rules as applicable.		
16	L.D.CLAUSE	In the event of your failure to dispatch the materials within the delivery period, Liquidated Damages shall be at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. The date of Bill of Lading(B/L) shall be considered for LD calculation purpose. Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought to which it is not agreed by the bidder at offered basic value.	
17	ARBITRATION	Notwithstanding anything contained in any document whatsoever, all questions, matters , disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid , shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
18	JURISDICTION	Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.	
19	RISK PURCHASE	The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller.	
20	REJECTION REPLACEMENT	Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis, failing which Bank Guarantee can be encashed by BHEL.	
21	GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR Destination basis within a reasonable time.	
22	FIRM PRICE	Price should be firm till execution of order.	
23	DOCUMENTATION	Vendor shall confirm that all the documentation in specified number of prints will be submitted for the purpose of approval and also for final documentation as per TDC. In the event of order, Vendor should submit all necessary drawings, data sheets, QAP and other relevant documents within 15 days from date of PO for approval.	

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left blank. Non filling-up of columns may lead to rejection of your offer and also offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected. If there is any difference (in the points accepted/confirmed) between the offer and this filled-up Commercial Terms & Conditions sheet, the later only shall prevail.

Vendor should categorically indicate confirmation of all the points of Technical Delivery Conditions and Commercial Terms & Conditions with signature and stamp at the bottom of each document and submit the same along with the offers. Offers of those who do not confirm compliance of all the terms and conditions are likely to be rejected.

				BHEL-HPVP UNIT
PREPARED BY:	CHK BY:		APPD. BY:	Specification for Temperature Elements
				PLANT : FEED HEATER -03
				CONSULTANT: ----
				CUSTOMER: M/S.ONGC NAVAGAM
B	31-12-16	Issued with Indent		INH-4050-97-PR-011
A	21-12-16	Issued for Indent		Sheet No.1 of 4
Rev.	Date	Description	Initial	Rev.No. B

Thermocouple Assembly

1	Type	K – type (Chromel --Alumel)	7.2	Material	Cast Aluminium
2	Thermocouple assembly	As per sht 4 of 4	7.3	Cable entry	1/ 2” NPT (F)
3	Element		7.4	No. of entries 	2 Nos. With one No. Weatherproof/Exproof Plug(SS316)
3.1	No. Of elements	Duplex	7.5	Enclosure 	Weather proof to IP 65 & Exproof to NEMA 7 suitable for area classified
3.2	Calibration	As per <u>ANSI-MC-96.1</u> IEC 584	8	Thermowell	
3.3	Material	Chromel - Alumel	8.1	Material	SS 316
3.4	Type	Sheathed	8.2	Construction	Drilled bar stock / <u>Fabricated type as indicated against each tag in the table given below</u>
3.5	Sheath O.D	8 mm *	8.3	Bore dia	- For BST : 9 mm <u>For FTT : 9 mm from bottom 100mm.</u>
3.6	Sheath material	Inconel	8.4	Hot end OD	16mm tapering from 21mm for 150mm length at tail portion for BST <u>As per Sht 8 of 9 for FTT</u>
3.7	Junction type	UnGrounded	8.5	Inst. Connection	1/2” NPT (F)
3.8	Wire size	20 AWG *	8.6	Process connection	<u>Screwed Connection of 1” NPT(M)</u> 1.5” Flanged Type as indicated in Table against each Tag
3.9	Insulation	Magnesium oxide (MgO) <u>filled Mineral insulation MgO packed (Purity above</u>	8.7	Thermowell as per drg.	*
4	Nipple & union matl.	SS 316	9	Options as indicated in table given below	
5	Area of Classification	IEC Zone-1, Gr. IIA, IIB, T3	a	IBR Certificate in Form IIIC	
6	Certification		b	SS316 plug with SS chain	
6.1	Weather proof (Type)& Exproof (Type) Certificate	CMRI or Eqv. Required	c	Cablegland suitable for 1P x 16 AWG Shielded and Armoured cable (Weather Proof to IP65) with PVC shroud	
6.2	BIS Certificate	Required	d	Cablegland suitable for 1P x 16 AWG Shielded and Armoured cable (Weather Proof to IP65 & Exproof to Area classified) with PVC shroud	
6.3	CCOE Certificate	Required			
6.4	IBR Certificate in Form III C for thermowell	<u>As indicated in Options column</u>	10	Make	*
7	Head				
7.1	Head cover type	Screwed cap & SS chain			

				BHEL-HPVP UNIT
PREPARED BY:	CHK BY:	.	APPD. BY :	Specification for Temperature Elements
				PLANT : FEED HEATER -03
				CONSULTANT: ----
				CUSTOMER: M/S.ONGC NAVAGAM
B	31-12-16	Issued with indent		INH-4050-97-PR-011
A	21-12-16	Issued for indent		Sheet No.2 of 4
Rev.	Date	Description	Initial	Rev.No. B

Notes:

- 1 * Vendor to furnish data
- 2 Flange dimensions shall be as per ANSI B16.5.
- 3 Hydraulic test for thermowell
- 3.1 Each thermowell shall be subjected to hydraulic test for a period of 20 minutes at the following Pressure
Inside of well : 100 kg/cm2g up to 600 # pressure rating.
200 kg/cm2g above 600 # pressure rating.
- 3.2 Outside of well (at flange thermowell joint) : for ANSI flange it shall be as per ANSI B16.5. For Screwed Thermocouples 1.5 times Maximum working Pressure.
- 3.3 After hydraulic test thermowell shall not show any leakage or rupture.
- 3.4 Vendor to furnish IBR form IIIC Certificate wherever specified. with PVC shroud. Pl refer "options" column in Sheet 4 of 5.
- 4 Fabricated type thermowell construction shall be as per Sheet 8 of 9.
- 5 Temperature Elements terminals shall be color coded as per element color code.
- 6 The Thermowell design shall ensure no air gap between tip of the element and thermowell to minimize measurement lag
- 7 FTT : fabricated type thermowell, BST : bar stock type thermowell
- 8 Terminal blocks shall be Anti Vibration Type. Terminals shall be colour coded as per element colour code. Special care shall be taken in selection of terminal blocks to prevent vibration induced loose connection problem at terminal heads.No Elmex type terminals shall be used. Only Phoenix/WAGO cage clamp type shall be used with front entry.
- 9 **All TE spares shall be supplied along with thermowell.**
- 10 ---
- 11 For Fabricated Thermowell, all welded joints shall undergo 100% radiography testing. For joints where radiography is not possible , Dye penetration test may be carried out.
- 12 **Minimum Rating of the thermowell flange shall be 300#**
- 13 The details indicated are for 1.5" Flanged thermocouples. Vendor to furnish details for 1.0" Flanged thermocouples as per Vendor's standard.
- 14 Response time: 10 sec. without thermowell, 30 sec. with thermowell — 15 Sec (For 63.2% change) Max
- 15 ----
- 16 Tag Nos Philosophy
- 17 Design, manufacture and testing of TW shall comply with PTC 19.3. Contractor shall carry out the vibration analysis of all thermowells as per ASME PTC 19.3 codes where line velocity exceeds 6 m/s for liquids and 120 m/s for vapours/gases. In case the thermowell design fails vibration analysis, an alternate design may be used by the contractor. All such design alongwith calculations shall be submitted for purchaser's review.
- 18 **The cable glands shall be Brass Nickle plated , Double compression type..Slipper type PVC hoods shall be used over cable glands.**
- 19 Above 600 Deg C Inconel TW shall be used.
- 20 vendor to carryout vibration analysis of TW wake frequency shall not exceed 80% of natural frequency. TW shall suitable for stresses due to stream velocity condition. Minimum ration of natural frequency to Von Karman trail shall be 1.5 in ambient water upto fluid velocity.
- 21 The heads shall consist of a case, screwed on cover and terminal block. Separate screw shall be provided on the terminal block for terminating the extension / compensating cables. There shall be an extra terminal in the terminal block connected to the head for grounding the shield. The case shall be suitable for mounting terminal blocks for single or duplex type thermocouple element assemblies. The terminals shall be permanently and legibly identified for their polarity.
- 22 All thermocouple and RTD elements shall be Duplex, spring loaded, mineral insulated (MgO) type.
- 23 A heat resistant and moisture proof asbestos free gasket shall be fitted between the case and cover.
- 24 RTD (Resistance Temperature Detector) shall be of highly refined material of reference grade and shall have been stress relieved made of platinum element 3 wire type with 100 Ω resistance at 0 degC calibrated as per IEC 60751.
- 25 The wire shall be wound on a ceramic core and immobilised against strain or damage. The winding shall be of bifilar type. The leads shall be copper up to terminal block.
- 26 The element shall be within a metal sheath, in a manner which provides good thermal transfer and protection against moisture. The sheath material shall be 316 Stainless Steel, unless otherwise specified.
- 27 **Type of Flanges shall be RTJ Type for ANSI Rating $\geq$ 600#**
- 28 EMC compatiability and electrical safety as per latest IEC standard.

Specification for Temperature Elements

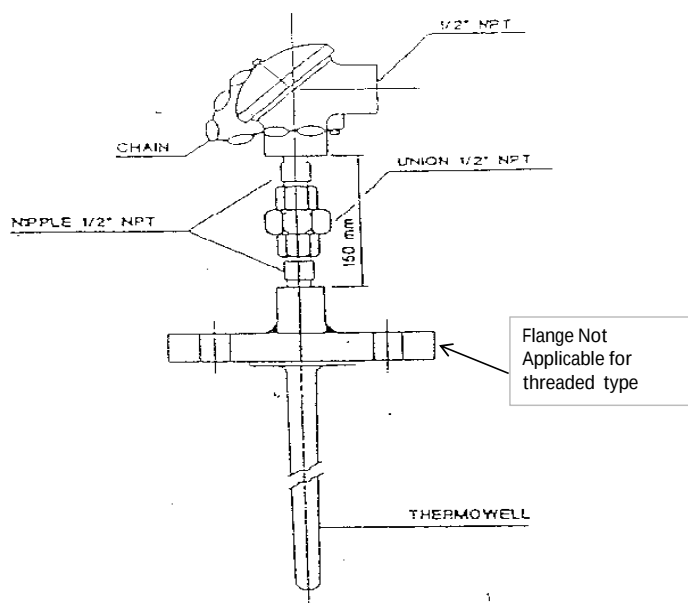
Sheet No.3 of 4

A diagram showing a triangle with a horizontal line above it. The letter 'B' is inside the triangle.

[illegible]

PLANT : FEED HEATER -03	BHEL-HPVP UNIT Specification for Temperature Elements INH-4050-97-PR-011	Rev.No. B Sheet No.4 of 4
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Temperature Elementss with Bar Stock type thermowell



NOTE - IN THE CASE OF DUPLEX THERMOCOUPLE/RTD, TWO INDEPENDENT ELECTRICAL ENTRIES SHALL BE PROVIDED.

THERMOCOUPLE / RTD
ASSEMBLY WITH THERMOWELL

Salient Points for Temperature Elements

Sl. NO.	DESCRIPTION
1	Selection of proper model in conformity with specifications ,standard /requirements is the responsibility of vendor .Mentioning the model number in the P.O. does not absolve the responsibility of vendor .
2	DOCUMENTATION Vendor shall furnish following documents along with invoicing &supply of materials. invoice Supply a) Guarantee certificate: 3 Copies nil b) Inspection clearance certificates: 3 copies Nil c) Operation and maintenance manual: 2 Sets 10 Sets. d) Manufacturer's test certificate and other test certificates (As indicated under inspection requirements): 2Sets 3Sets e) complete packing list 3 copies 1copy
3	Vendor shall submit following documents to BHEL for approval /Information within two weeks after placement of P.O. along with required inputs from BHEL .Vendor shall commence the manufacturing /Testing of items only after the specific approval of relevant documents by BHEL. Delay in submitting documents shall be to Vendor's account. a) QAP (A) b) Dimensional Drawing (A) c) Vibration Analysis calculations A: Approval I: Information
4	INSPECTION: a) Inspection shall be carried out at vendor's works by BHEL or BHEL's Third Party Inspection Agency .Vendor shall furnish 2 weeks of advance intimation for inspection along with 1 copy of relevant test certificates for the requirement indicated in point 'b' given below b) the following are the minimum inspection requirements. Verification of material with reference to P.O. calibration check Bore concentricity Test Review of manufacturer's /material test reports Review of weather proof (Type) Test certificate issued by statutory bodies Review of EX-proof/intrinsic safety (Type) Test certificate issued by statutory bodies Review of BIS Certificate (as applicable) (only for EX-proof indigenous items) Review of CCOE certificate As per approved QAP procedure BHEL's Comments, if any, shall be incorporated. Visual check Dimensional and /or thread check for end connections as per approved drawings. Hydro test report for thermowells IBR Test certificate in form IIIC for thermowells (Wherever applicable)
5	Inspection and testing shall not relieve the supplier /manufacturer from his responsibility for materials and performance of the instrument supplied.
6	All equipments supplied shall be field proven quality both with respect to design and materials . Proto type instruments or instruments of an experimental nature shall not be offered or supplied . The instruments as being offered / supplied should have been operating satisfactorily in a captive power plant application of a hydrocarbon industry like Refinery, Petrochemical and Gas Processing Plant under similar process conditions for at least 4000 hrs. No instrument requiring special maintenance or operating facility shall be offered or supplied as far as possible.
7	Instruments requirement for classified area :  a) All electronic / electrical instruments and equipments shall be suitable for area classification as per IEC codes and shall be tested by any recognized authority like BASEEFA , FM, PTB, CMRI etc. and shall be certified by CCOE . b) Junction boxes and accessories required for flameproof instruments shall also be certified flameproof. c) All non flameproof panels and cabinets installed in classified area shall be purged as per requirements specified in NFPA 496,as a minimum. d) CCOE certificate shall be furnished fo all electronic / electrical instruments coming under Hazardous area.
8	The Packing plan shall be furnished by Vendor for obtaining DU Nos. from BHEL. Same shall be marked on the Boxes.
9	SS Tag Plates shall be provided for each Temperature Elements.

PRICE SCHEDULE (Part-II) - To be enclosed in Price bid

Enquiry No : H151700022

Date : 18.05.2017

Item Sl No	Material Code	Description	Unit	Quantity (a)	Unit Rate in Rs. (b)	Total Price in Rs. (a x b)
1	L405019702001001	THERMOCOUPLE K-TYPE TAG NO.03-TE-166B alongwith Thermowell as per attached Specification.	NO	1		
2	L405019702001002	THERMOCOUPLE K-TYPE TAG NO.03-TE-109 alongwith Thermowell as per attached Specification.	NO	1		
3	L405019702001003	THERMOCOUPLE K-TYPE TAG NO.03-TE-104 alongwith Thermowell as per attached Specification.	NO	1		
4	L405019702001004	THERMOCOUPLE K-TYPE TAG NO.03-TE-166A alongwith Thermowell as per attached Specification.	NO	1		
5	L405019702001005	THERMOCOUPLE K-TYPE TAG NO.03-TE-162 alongwith Thermowell as per attached Specification.	NO	1		
6	L405019702001006	THERMOCOUPLE K-TYPE TAG NO.03-TE-160 alongwith Thermowell as per attached Specification.	NO	1		

Enquiry No : H151700022

Date : 18.05.2017

Item Sl No	Material Code	Description	Unit	Quantity (a)	Unit Rate in Rs. (b)	Total Price in Rs. (a x b)
7	L405019702001007	THERMOCOUPLE K-TYPE TAG NO.03-TE-165 alongwith Thermowell as per attached Specification.	NO	1		
8	L405019702001008	THERMOCOUPLE K-TYPE TAG NO.03-TE-164 alongwith Thermowell as per attached Specification.	NO	1		
9	L405019702001009	THERMOCOUPLE K-TYPE TAG NO.03-TE-SP01 alongwith Thermowell as per attached Specification.	NO	1		
10	L405019702001010	THERMOCOUPLE K-TYPE TAG NO.03-TE-SP02 alongwith Thermowell as per attached Specification.	NO	1		
TOTAL AMOUNT IN Rupees						

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.....
(hereinafter referred to as 'Company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part II)Dtd:
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e.. original cost excluding land and building and the items specified by the Ministry of Small Scale industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs.

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for..... Micro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant