

**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
H151700032	09.09.2017	23.09.2017
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	QHX10CT501 L777418141101001	NO	1.000	1.00	02.12.17
20	QHX15CT501 L777418141101002	NO	1.000	1.00	02.12.17
30	QHX16CT501 L777418141101003	NO	1.000	1.00	02.12.17
40	QLA01CT501 L777418141101004	NO	1.000	1.00	02.12.17
50	QLA01CT502 L777418141101005	NO	1.000	1.00	02.12.17
60	QLB30CT502 L777418141101006	NO	1.000	1.00	02.12.17
70	HAN30CT501 L777418141101007	NO	1.000	1.00	02.12.17
80	QLB30CT501 L777418141101008	NO	1.000	1.00	02.12.17
90	TG_SP_01 L777418141101009	NO	1.000	1.00	02.12.17
100	TG_SP_02 L777418141101010	NO	1.000	1.00	02.12.17
110	TG_SP_03 L777418141101011	NO	1.000	1.00	02.12.17

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


Ananta Suresh Rao
Manager (MPP-BOI)
Bharat Heavy Electricals Ltd
HPVP, Visakhapatnam



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General Note:

Enclosures:

- 1) Special terms & Conditions (7 Sheets)
- 2) Commercial Terms & Conditions (Annexure- A) - (3 Sheets)
- 3) Commercial Terms & Conditions (Annexure- B) - (3 Sheets)
- 4) Technical Delivery Conditions (TDC):
 - a) Spec No.: INST-7774-27-S-005, Rev No. 0 (03 sheets)
 - b) Salient Points for Temperature Gauges, Annexure-I, Rev 0 (01 sheet)
- 5) Price bid Schedule (01 Sheet)
- 6) Annexure- D (01 sheet)
- 7) Annexure- C

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

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Ananta Srinivas Reddy
Manager (MP-BOI)
Bharat Heavy Electricals Ltd
HPVP, 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 : mvrmurthy@bhel.in

: ananta@bhe.in

SPECIAL TERMS AND CONDITIONS

Category of Tender : Two-Bid System
Sub : Supply of Temperature Gauges with Thermo well
RFQ No/Enquiry No. : H151700032 Dt: 09.09.2017

1. We intend to procure **Temperature Gauges with Thermo well** 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 Commercial Terms and Conditions (CTC) enclosed at ANNEXURE-A (for Indigenous suppliers) or ANNEXURE-B (for Foreign suppliers) whichever is applicable and Technical Delivery Conditions (TDCs). 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 23.09.2017**. 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.**

- a) Vendor shall furnish PTR (Proven Track Record) for Temperature Gauges with Thermo well for working satisfactorily for 4000 hrs. in similar applications. At least TWO PTR's shall be furnished by the vendor.
 - b) Vendor shall furnish at least 5 references in last 7 years for our review.
 - c) Bidder shall be Either M/s. BHEL Standard Vendor or M/s. DCPL (M/s Development consultants Pvt Ltd) Approved Vendor or M/s. GSECL (M/s Gujarat State Electricity Corporation Limited) Approved Vendor. Vendor to Note and confirm with supporting documents.
 - d) Bidder shall not be in the Black list of any unit of M/s. BHEL. Vendor to Note and comply.
 - e) Bidder shall not be in the Black list of M/s DCPL. Vendor to Note and comply.
3. Even though any vendor is technically acceptable for BHEL-HPVP, their price bid shall be opened subject to the approval of customer (GSECL, Vadodara) as an approved vendor for this project. In case of rejection by customer, their price bid shall not be opened.

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4. 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.

5. Technical Delivery Conditions (TDC):

a) Spec No.: INST-7774-27-S-005, Rev No. 0 (03 sheets)

b) Salient Points for Temperature Gauges, Annexure-I, Rev 0 (01 sheet)

Vendor shall invariably submit all the Enquiry Documents, 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.Price Evaluation:

Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, GST after taking out Input Tax Credit as applicable. The Price comparative statement shall be worked out on overall Landed cost basis (Total cost to BHEL) for 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.
- 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.

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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.

7. 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.

8. **Packing:** Equipment shall be packed as per the requirements of Roadworthy / Seaworthy Packing as per TDC.

9. **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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10. 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.

11. 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.

12. 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.

13. 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.

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14. GST Clauses:

The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.

The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is “37AAACB4146P7Z8” with state Code as “37” and State Name as “Andhra Pradesh”.

No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.

Supplier shall mention their GSTN registration number(GSTIN) in all their invoices and invoices shall be in the format as specified/prescribed under GST Laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no commercial invoice no etc., then the invoice No which is linked/uploaded in GSTN Network shall be clearly indicated), item description as per PO Quantity Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

In case 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.

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 along with interest levied / leviable on BHEL.

Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the vendor will be to the vendor's account.

Indigenous suppliers need to fill the details in Annexure- D and submit the supporting documents along with their offer without fail.

15. 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.

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16. 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 splittable, if MSE vendor's quoted price is within price band of L1+15%, purchase order will be placed for 20% of 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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17. **Documentation:** Vendor shall submit material test certificates, manufacturing certificates, Dimensional Reports and Inspection reports as per TDC.
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 and/or under applicable legal provisions.

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. : H151700032 Dt: 09.09.2017

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. However, GST portion of invoice shall be released only upon 1. Vendor declaring the invoice in his GSTR-1. 2. Receipt of Goods and Tax Invoice by BHEL. 3. Confirmation of payment of GST thereon by vendor on GSTN Portal. 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") <u>Note: Offers with Payment against Proforma Invoice / Advance payment / LC are liable to be rejected.</u>	
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. <u>Loading Factor:</u> 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 %) <u>Transportation up to BHEL, HPVP Stores, Visakhapatnam is in Supplier Scope.</u>	_____ % extra on Basic rate / Included. (Strike out whichever is not applicable)
5	TRANSIT INSURANCE	Included. (if extra indicate in %) <u>Transit Insurance up to BHEL, HPVP Stores, Visakhapatnam is in 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)

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
7	GST	Please fill the details in the enclosed Annexure- D	
8	TESTING CHARGES (as per TDC)	Included. (if extra indicate in %)	_____ % extra on Basic rate / Included . (Strike out whichever is not applicable)
9	OFFER VALIDITY	90 days from the date of Technical bid opening.	
10	TEST CERTIFICATE	MTC Required as per Material Specification	
11	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. In case of LD recovery, the applicable GST shall also be recovered from the supplier.	
12	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.	
13	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.	
14	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
15	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.	
16	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.	
17	FIRM PRICE	Price should be firm till execution of order.	
18	Un-priced schedule	Un-priced schedule of scope of supply as per TDC is to be enclosed with technical bid by the supplier.	
19	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)	
20	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.

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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/ Enquiry No: H151700032 Dt: 09.09.2017

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
1	PAYMENT TERMS	Payment term is 100% payment shall be made on CAD basis within 45 days from the date of receipt of documents, specified in the PO, at BHEL Bank. Respective bank charges to respective account. Any deviation in the above payment term 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: Payment terms as CAD at sight and Confirmed LC are liable for rejection .	
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). <u>Loading Factor:</u> 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 (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	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.		
12	The documents are to be negotiated within 15 days from the date of Bill of Lading/ Air Way bill.		
13	The charges towards any LC extension on account of delay in delivery/ reasons attributable to supplier shall be to the beneficiary's account.		
14	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.	
15	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.	
16	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.	

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATION
17	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.	
18	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.	
19	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.	
20	FIRM PRICE	Price should be firm till execution of order.	
21	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.			

PREPARED BY: <i>CH</i>		CHK BY: <i>CH</i>	APPD. BY: <i>CH</i>	BHEL-HPVP UNIT
				Specification for Temperature Gauges
				PLANT: AUXILIARY BOILER, 1x800 MW WANAKBORI THERMAL POWER STATION, UNIT-8
				CONSULTANT: M/s. DEVELOPMENT CONSULTANTS PRIVATE LIMITED, KOLKATA
				CUSTOMER: M/S GSECL VADODARA, GUJARAT 1x800 MW WANAKBORI THERMAL POWER STATION, UNIT-8
				INST-7774-32-S-005
0	22-09-15	Issued with MI		Sheet No.1 of 3
Rev.	Date	Description	Initial	Rev.No.0

1	Type	Inert Gas filled Capillary Type	19	Stem	
2	Thermowell	Required	19.1	---	---
3	Mounting	Wall Surface Projection	19.2	Stem type	Rigid with Capillary Extension
4	Dial size	150 mm	19.3	Stem / Bulb	12mm OD
5	Color	White background(Non rusting) with black markings	19.4	Bulb/Stem/Connection material	SS316
6	Case material / Bezel Ring	Stainless Steel/ Bayonet	19.5	Stem connection to thermowell	1/2" NPT (M) adjustable gland with union in SS on stem
7	Window material	Shatter proof glass sheet of thickness of minimum 3.0mm	19.6	Stem size / Length	To suit thermowell as Mfr. Std
8	Enclosure protection	Weather Proof to IP-65 or Better as per IS 12063/IS:13947	19.7	Capillary Type	Stainless Steel Flexible
9	Connection location	Bottom	19.8	---	---
10	Zero adjustment	Micrometer adjuster Type	19.9	Capillary Length	5 Meters
			20	Thermowell	
11	Accuracy	+/- 1% of URV	20.1	Material	SS 316
			20.2	Construction	Drilled bar stock or fabricated type as indicated against each tag in the table given below
12	Over range protection	130% of URV * (Note-13)	20.3	Bore Dia	- For BST : 13mm - For FTT : 11mm for Bottom- 100mm
13	Pointer	Aluminium, black anodized	20.4	Hot end OD	18mm tapering from 22mm for 150mm length at tail portion for BST *
14	Certification		20.5	Gauge connection	1/2" NPT (F)
14.1	Weather proof (Type) Certificate	CMR1 / ERTL / Eqv. Required	20.6	Process connection	M33 X 2 (M)
15	Sensing Element		20.7	Thermowell as per	- as per ASME PTC Code * (Barstock type) - Sheet 5 of 5 for Fabricated type
15.1	Type	Bourdon			
15.2	Material	Bourdon- AISI-316SS	20.8	Immersion length	As given in table under Thermowell
16	Movement Material	AISI 304 SS	21	Option	As indicated against each tag in table
17	Socket Material	AISI SS 316	a	IBR Certificate	
18	---	---	22	Make	*

PREPARED BY: <i>W.K.V.</i>		APPD. BY: <i>Mr. 20/08/18</i>		BHEL-HPVP UNIT
CHK BY:				Specification for Temperature Gauges
				PLANT: AUXILIARY BOILER,
				1x800 MW WANAKBORI THERMAL POWER STATION, UNIT-8
				CONSULTANT: M/s. DEVELOPMENT CONSULTANTS PRIVATE LIMITED, KOLKATA
				CUSTOMER: M/S. GSECL VADODARA, GUJARAT
				INST-7774-32-S-005
0	22-09-15	Issued with MI		Sheet No 2 of 3
Rev.	Date	Description	Initial	Rev. No. 0

Notes:

- * Vendor to furnish data
- Flange dimensions shall be as per ANSI B16.5.
- Hydraulic test for thermowell.
- 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
Note: If Rating is Not specified, Rating shall be decided from Design Pressure & Design temperature.
- 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.
- After hydraulic test thermowell shall not show any leakage or rupture.
- Vendor to furnish IBR form IIIC Certificate wherever specified. PI refer "Options" column in Sheet 3 of 3.
- Fabricated type thermowell construction shall be as per Sheet 6 of 6.
- The Thermowell design shall ensure no air gap between tip of the element and thermowell to minimize measurement lag
- FTT : fabricated type thermowell, BST : bar stock type thermowell
- All spare Gauges shall be supplied along with thermowell
- ~~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.~~
- Minimum Rating of the thermowell flange shall be 300#
- Over range protection for Temperature Gauges with 0 - 600 DegC Range shall be 110% of URV or better.*
- 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.
- The scale marking shall be minimum 270 degrees
- Case shall be vapour tight.
- Micrometer zero adjustment pointers with the provision of adjustment of thermometer pointer without removing it from the shaft. The pointer stops shall be provided at both ends of the scale to restrict the pointer motion beyond 5% above the maximum scale and less than 5% below the minimum of the scale.
- All gauges shall be of heavy duty weatherproof construction to IP65 as per IEC 60529 / IS 13947 as a minimum.
- Above 600 Deg C Inconel TW shall be used.
- 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 ratio of natural frequency to Von Karman trail shall be 1.5 in ambient water upto fluid velocity.
- Type of Flanges shall be RTJ Type for ANSI Rating >= 600#
- Temperature Gauges shall withstand Vibrations as per IS 2106/ IS 2848
- Temperature Compensation for ambient Temp Changes Required as per SAMA Class 5-B
- Commissioning Spare: 10% glass, 10% Pointer Assy of each type per consignment.

BHEL-HPVP UNIT

Rev.No. 0 Sheet No 3 of 3

List of Temperature Gauges

[illegible]

Don

Salient Points for Temperature Gauges

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 10Sets e) complete packing list 3 copies 1copy
3	Vendor shall submit following documents to BHEL for approval /Information within two weeks after placement P.O. along with required inputs from BHEL . Vendor shall commence the manufacturing /Testing of items only the specific approval of relevant documents by BHEL. Delay in submitting documents shall be to Vendor's acc a) QAP (A) b) Dimensional Drawing (A) 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(Lloyds Bureuveritas / TUV) . 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 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 Thermal power plant application underr 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	SS Tag Plates shall be provided for each Temperature Gauges.
8	The Packing plan shall be furnished by Vendor for obtaining DU Nos. from BHEL. Same shall be marked on th Boxes.

PRICE SCHEDULE (Part-II) - To be enclosed in Price bid**Enquiry No : H151700032****Date: 09.09.2017**

Item Sl No	Material Code	Description	Unit	Quantity (a)	Unit Rate in Rs. (b)	Total Price in Rs. (a x b)
1	L777418141101001	Tag No: QHX10CT501	NO	1		
2	L777418141101002	Tag No: QHX15CT501	NO	1		
3	L777418141101003	Tag No: QHX16CT501	NO	1		
4	L777418141101004	Tag No: QLA01CT501	NO	1		
5	L777418141101005	Tag No: QLA01CT502	NO	1		
6	L777418141101006	Tag No: QLB30CT502	NO	1		
7	L777418141101007	Tag No: HAN30CT501	NO	1		
8	L777418141101008	Tag No: QLB30CT501	NO	1		
9	L777418141101009	Tag No: TG_SP_01	NO	1		
10	L777418141101010	Tag No: TG_SP_02	NO	1		
11	L777418141101011	Tag No: TG_SP_03	NO	1		
TOTAL AMOUNT IN Rupees						

ANNEXURE-D**Enquiry No : H151700032****Date:****09.09.2017**

Item SI No	Material Code	Description	% of GST	HSN CODE
1	L777418141101001	Tag No: QHX10CT501		
2	L777418141101002	Tag No: QHX15CT501		
3	L777418141101003	Tag No: QHX16CT501		
4	L777418141101004	Tag No: QLA01CT501		
5	L777418141101005	Tag No: QLA01CT502		
6	L777418141101006	Tag No: QLB30CT502		
7	L777418141101007	Tag No: HAN30CT501		
8	L777418141101008	Tag No: QLB30CT501		
9	L777418141101009	Tag No: TG_SP_01		
10	L777418141101010	Tag No: TG_SP_02		
11	L777418141101011	Tag No: TG_SP_03		

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