



# BHARAT HEAVY ELECTRICALS LIMITED

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

Page  
1/1

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Email :ateendra@bhelviz.co.in  
web : www.bhelviz.co.in

| Enquiry No (Coll-No)                                                                                                                                                                                                                                                                                                                                                                                           | Enquiry Date | Due Date for Quotation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|
| H131700008                                                                                                                                                                                                                                                                                                                                                                                                     | 23.02.2017   | 10.03.2017             |
| Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order.<br><b>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 &amp; Enq. Due date must be written on all three covers.</b> |              |                        |

| Item | Description                                                  | Unit | Quantity | Delivery Quantity |
|------|--------------------------------------------------------------|------|----------|-------------------|
| 10   | BURNER,PILOT,IGNITOR, IG HOUSING,IG TFRM<br>L405014110003001 | NO   | 4.000    | 4.00              |
| 20   | ERECTION COMMISSIONING SPARES<br>L405014110003002            | SET  | 1.000    | 1.00              |
| 30   | SUPERVIONS OF E&C (2 VISITS)                                 | LOT  | 1.000    | 1.00              |
| 40   | ASSISTANCE AT SITE TEST(2 VISITS)                            | LOT  | 1.000    | 1.00              |

## General Note:

### Enclosures:

1. PRICE SCHEDULE
2. TDC
3. SPECIAL TERMS AND CONDITIONS
4. COMMERICAL TERMS AND CONDITIONS (INDEGENOUS)
5. COMMERCIAL TERMS AND CONDITIONS (IMPORT)
6. 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**

*Ateendra Ray*  
Manager (MP&ON)  
Bharat Heavy Electricals  
HPVP, Visakhapatnam

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

**Tender No/Enquiry No : H131700008**

**Date: 23.02.2017**

| Item<br>SI No       | Material Code    | Description                                                                                                                                                                                                                                                                                                                                                                 | Unit                                             | Quantity | Unit Rate<br>( b) | Total Price<br>( a x b) |
|---------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------|-------------------|-------------------------|
| 1                   | L405014110003001 | <b>Fuel Gas Burner Consisting of Following:</b><br>1. Pilot Burners<br>2. Ignition Transformers Each Mounted in an Explosion Proof Housing with Necessary Conduit Connections 1/2" (Eexd Boxes GUB02-110-6, 5 KV)<br>3. Spark Ignition Housing Explosion Proof with Necessary Conduit Connections (GUAB26)<br>4. Spark Ignitors<br>5. Observation Ports ID 1/2 " NPT Female | NO.<br>(Each - consisting of all the five items) | 4        |                   |                         |
| 2                   | L405014110003002 | <b>Erection Commissioning Spares (Minimum) Consisting of Following:</b><br>1. Spark Ignitor - 1 NO.<br>2. One Set of Gaskets for Each Burner - 4 Sets<br>3. Other commissioning Spare as recommended by supplier. (If Any)                                                                                                                                                  | Lot                                              | 1        |                   |                         |
| 3                   | 3000000425       | <b>Supervision of Erection and Commissioning at ONGC Nawagam:</b><br>- Vendor to quote price for 10 days in two visits at ONGC Nawagam Site in 1 lot.<br>-Travelling, Lodging and Boarding charges to be included in quoted price.<br><br>Price quoted against Supervision of Erection and Commissioning must be valid till April -2018.                                    | Lot                                              | 1        |                   |                         |
| 4                   | 3000000426       | <b>Assistance during Burner Test at ONGC Nawagam Site:</b><br>- Vendor to quote price for 10 days in two visits at ONGC Nawagam Site in 1 lot.<br>-Travelling, Lodging and Boarding charges to be included in quoted price.<br><br>Price quoted against Assistance during Burner Test must be valid till April -2018.                                                       | Lot                                              | 1        |                   |                         |
| 5                   | NA               | <b>Special Tools and Tackles (As recommended by Supplier)</b>                                                                                                                                                                                                                                                                                                               | Lot                                              | 1        |                   |                         |
| 6                   | NA               | <b>Two Years Operational Spare List (As recommended by Supplier)</b><br>* These Two (2) Years Spares will not be considered during price evaluation for arriving L1 Status and will not be ordered now.                                                                                                                                                                     | Lot                                              | 1        |                   |                         |
| <b>TOTAL AMOUNT</b> |                  |                                                                                                                                                                                                                                                                                                                                                                             |                                                  |          |                   |                         |

SIGNATURE OF VENDOR WITH STAMP

**Fuel Gas Burner Assembly**



DOC. NO. : 4-41-100-BURNER-SO4050-00001, REV-A

Project : M/s ONGC-NAWAGAM HEATER

FOLLOWING ARE THE LIST OF ATTACHEMENTS TO BE CONSIDERED PART OF SCOPE FOR THE SUPPLY OF BURNER ASSEMBLY AND ITS ACCESSORIES.

| SL.NO. | DOCUMENT TITLE                                   |
|--------|--------------------------------------------------|
| 1      | BURNER DATA SHEET & (TYP.) BURNER CAPACITY CURVE |
| 2      | ANNEXURE-I (TYP. BURNER SCOPE)                   |
| 3      | ANNEXURE-II (TDC)                                |
| 4      | BURNER DRG-(9310-582)                            |
| 5      | BURNER DRG-(9309-583)                            |
| 6      | UN-PRICED SCHEDULE FORMAT                        |

**SPECIAL ATTENTION:**

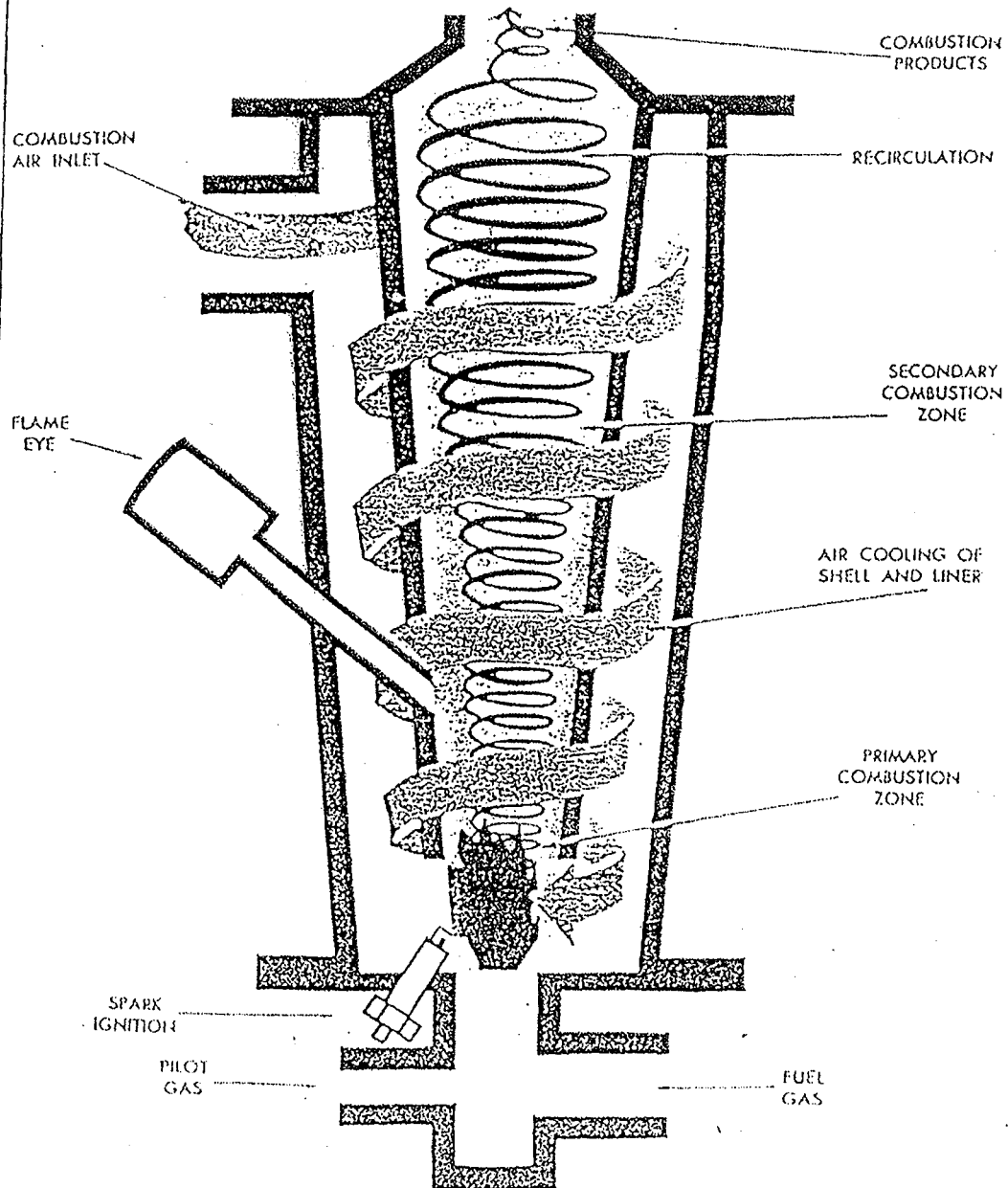
1. BIDDER SHALL FURNISH SIGNED AND STAMPED COPY OF THE DOCUMENTS MENTIONED AT **SL.NOS.: 1 TO 3, 6** AFTER DULY FILLING ALL THE DATA (OR) WITH JUSTIFICATIONS FOR ANY OF THE POINTS, ALONG WITH BIDS WITHOUT WHICH OFFER CANNOT BE EVALAUTED.
2. BIDDER TECHN-COMMERCIAL OFFER SHOULD CONTAIN COMPLETE SCOPE AS DEFINED INCLUDING COMMISSIONING SPARES, SPECIAL TOOLS&TACKLES. IN THE OFFER. ALSO QUOTE FOR 10 **WORKING DAYS** IN 2 VISITS FOR SUPEVISION OF E&C AND SEPARATE QUOTE FOR 10 **WORKING DAYS** IN 2 VISITS FOR ASSITANCE DURING SITE TEST
3. 2 YEAR SPARES WILL NOT BE CONSIDERED DURING EVALUATION AND WILL NOT BE ORDERED.
4. O&M MANUAL FOR BURNERS SHALL BE SUPPLIED IN 10 SETS HARD COPY & 2 NO. CD.
5. FINAL AS BUILT SUBMISSION OF DRGS. SHALL BE IN 10 SETS HARD COPY, 2 NO. CD

# BURNER DATA SHEET

|    |                                                          |                                                               |                                 |                                           |
|----|----------------------------------------------------------|---------------------------------------------------------------|---------------------------------|-------------------------------------------|
| 1  | SERVICE                                                  | CRUDE OIL HEATERS                                             | JOB SITE                        | ONGC<br>NAVAGAM,INDIA                     |
| 2  | TYPE OF BURNER                                           | FORCED DRAFT                                                  |                                 |                                           |
| 3  | BURNER                                                   |                                                               |                                 |                                           |
| 4  | SIZE OF AIR INLET ON BURNER ANSI 150#RF                  | 8" S.O FL                                                     | QTY REQ                         | [Four (4) per Feed Heater]                |
| 5  | LOCATION OF BURNER:                                      | BOTTOM OF HEATER                                              |                                 |                                           |
| 6  | BURNER SPACING mm MIN REQ                                | 1500 mm                                                       | Existing                        | 1968 mm                                   |
| 7  | SIZE & TYPE OF PILOT BURNER                              | 1/4" NPT BUILT IN TYPE                                        |                                 |                                           |
| 8  | PILOT FUEL GAS PRESS                                     | Kgf/cm <sup>2</sup> 1.0                                       | HEAT RELEASE<br>Kcal/Hr         | 250                                       |
| 9  | IGNITION SYSTEM                                          | YES                                                           | TYPE                            | SPARK<br>IGNITOR                          |
| 10 | FLAME SCANNER                                            | YES                                                           | TYPE                            | UV FLAME SCANNER (NOT IN VENDOR<br>SCOPE) |
| 11 | LIGHTING PORT                                            | NO                                                            | VIEWING PORT<br>YES             | SIZE: 1 1/2"<br>NPT                       |
| 12 | HEAT LIBERATION PER BURNER                               | FLAME<br>DIMENSIONS                                           |                                 |                                           |
| 13 |                                                          | FUEL GAS                                                      | LENGTH mm                       | DIAMETER mm                               |
| 14 | MAXIMUM MMKcal/Hr                                        | 2.0                                                           | 1000                            | 260                                       |
| 15 | NORMAL MMLcal/Hr                                         | 1.76                                                          | 800                             | 260                                       |
| 16 | MINIMUM MMKcal/Hr                                        | 0.88                                                          | 0                               | 0                                         |
| 17 | EXCESS AIR% 15                                           | COMB AIR TEMP<br>°C 20                                        |                                 |                                           |
| 18 | COMBUTION AIR DIFF. PRESS. ACROSS BURNER                 | 600 mm WC                                                     |                                 |                                           |
| 19 | DRAUGHT REQ AT BURNER mm WC :                            | COMB AIR<br>CONTROL: YES                                      |                                 |                                           |
| 20 | ATOMOSING MEDIUM:                                        | DIFF. PRESS<br>Kgf/cm <sup>2</sup> : *                        |                                 |                                           |
| 21 | FUEL GAS CONSUMPTION nm3/Hr                              |                                                               |                                 |                                           |
| 22 | NOISE LEVEL Db (splat at 1 Mt)                           | 85                                                            |                                 |                                           |
| 23 | FURNACE                                                  | BURNER<br>MATERIALS                                           |                                 |                                           |
| 24 | MAXIMUM LIBERATION MMKcal/Hr 80                          | CASING                                                        | H II DIN 17155 Scoff nr. 1.0425 |                                           |
| 25 | FURNACE DIM WXLXH                                        | 2527 mm x 7871mm x 4469 mm                                    | BURNER CONE                     | AVESTA<br>253MA                           |
| 26 | TUBE CIRCLE/ DIAMETER                                    | OIL TIP                                                       |                                 |                                           |
| 27 | ADMISSIBLE FLAME LENGTH                                  | 1500 mm                                                       | GAS TIP                         | AISI 316                                  |
| 28 | BURNER CTR.LINE TO TUBE FACE                             | 419 mm                                                        | PILOT TIP                       | AISI 316                                  |
| 29 | BURNER CTR LINE TO LINING SURFACE                        | 1105                                                          |                                 |                                           |
| 30 | ELECTRICAL AREA CLASSIFICATION                           | CLASS 1 ZONE 2 GROUP IIA & IIB TEMP CLASS T3                  |                                 |                                           |
| 31 | FUEL CHARACTERISTICS                                     |                                                               |                                 |                                           |
| 32 | TYPE OF FUEL                                             | NATURAL GAS                                                   |                                 |                                           |
| 33 | HEATING VALUE HHV Kcal/Kg                                | 12.408                                                        |                                 |                                           |
| 34 | HEATING VALUE LHV lcal/Kg                                | 11.168                                                        |                                 |                                           |
| 35 | SPECIFIC GRAVITY                                         | 0.69                                                          |                                 |                                           |
| 36 | FUEL/AIR RATIO BY WT:                                    | 01:18.4                                                       |                                 |                                           |
| 37 | TEMPERATURE AT BURNER °C                                 | 100                                                           |                                 |                                           |
| 38 | FUEL PRESS AVAILABLE AT BURNER Kgf/cm2                   | 0.28                                                          |                                 |                                           |
| 39 | ATOMISING STEAM PRESS Kgf/cm2(AVAILABLE)                 | NA                                                            |                                 |                                           |
| 40 | SULPHUR CONTENT % BY WT                                  |                                                               |                                 |                                           |
| 41 | GAS MOL. WT                                              | 22.82                                                         |                                 |                                           |
| 42 | GAS COMPOSITION MOL%                                     | C1=75.69. C2=9.86. C3= 7.34. i- C4=1.37. n-C4=1.91. i-C5=0.78 |                                 |                                           |
| 43 | n-C5=0.80. C6=1.06. CO2=1.16. N2=0.03, NCV=10893 Kcal/m3 |                                                               |                                 |                                           |
| 44 |                                                          |                                                               |                                 |                                           |
| 45 | CONNECTIONS                                              | EMISSIONS                                                     |                                 |                                           |
| 46 | GAS SUPPLY ANSI 150#RF 2" S.O FL                         | Nox MAX. PPM                                                  | 200                             |                                           |
| 47 | OIL SUPPLY                                               | NOX NORMAL<br>PPM                                             | 30-60                           |                                           |
| 48 | ATOMISING MEDIUM                                         | CO MAX. PPM                                                   | 200                             |                                           |
| 49 | PILOT GAS 1/4"NPT                                        |                                                               |                                 |                                           |
| 50 | PRESS CONN. ONWIND BOX *                                 | SO2/SO3 PPM                                                   |                                 |                                           |
| 51 | • - VENDOR TO INDIACTE                                   |                                                               |                                 |                                           |

ANNEXURE TO BURNER DATA SHEET

GAS FIRED FUEL REACTORS



## ANNEXURE TO BURNER DATA SHEET

### FUEL REACTOR SPECIFICATION

Tag No. : FR1 to FR4  
Quantity/heater : four (4)

#### SPECIFICATION

Capacity :  $8.0 \times 10^5$  Btu/hr  
Fuel gas pressure : 0-4 psig  
Combustion air press. : 50-650 mm WC (on fuel reactor)  
Air inlet connection : 10"  
Fuel gas inlet connection : 2"  
Fuel for the supplied complete with

A - Burner assembly with separate pilot, flame arrestor and air/gas pre-mix device (adjustable).

B - Removable air cooled innercone.

C - Connections for the following accessories:

- flame scanner
- SP spark plug
- OBP observation port
- Pressure measurement points.

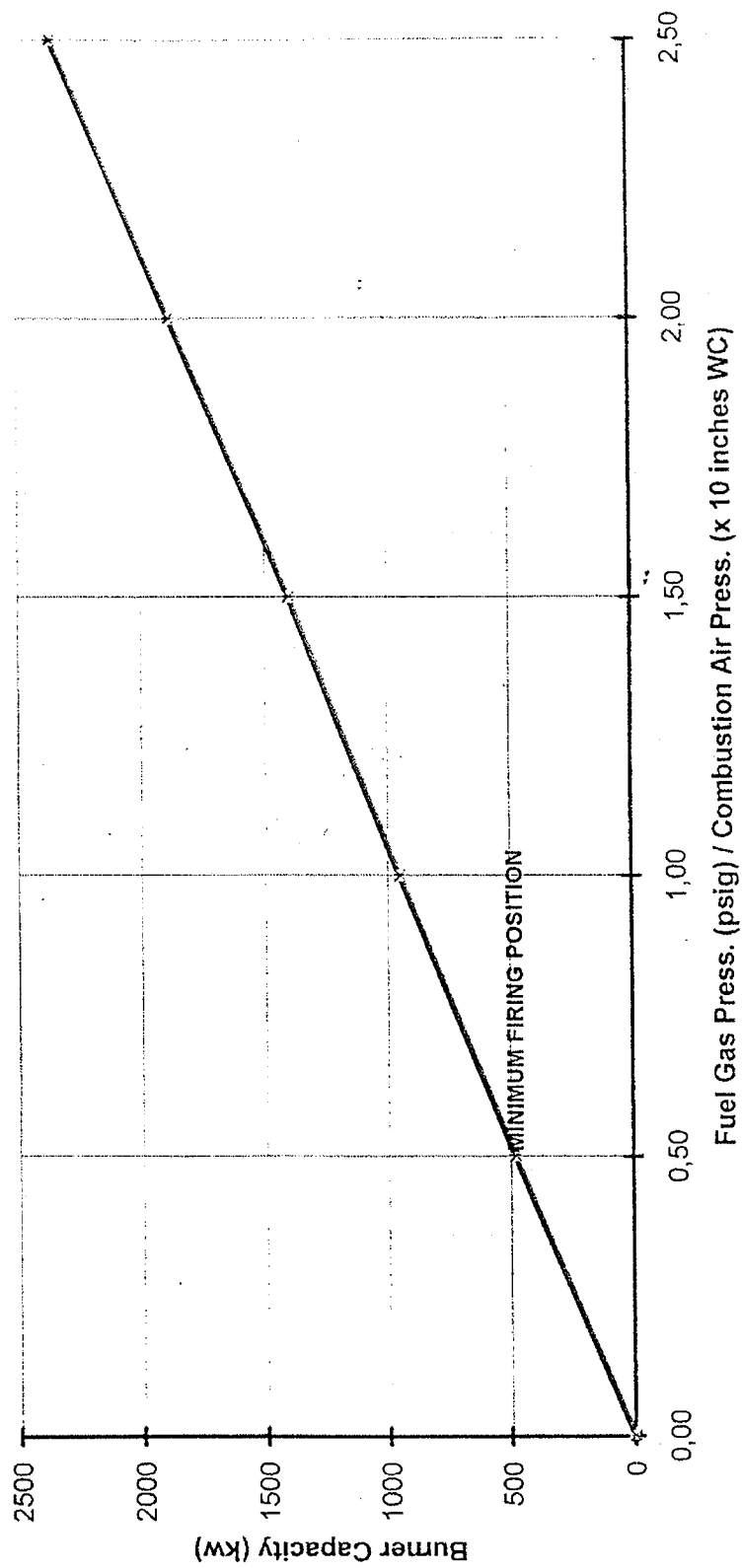
#### MATERIALS

Innercone : Avesta 253MA  
Burner assy. : AISI 316  
Outercone : ASTM A53

#### SURFACE TREATMENT

Preparation : Gridblasted to SSPC SP-10  
"near-white metal grade".  
Primer : Silicate resin 400°C grade one (1) coat 70 mil.  
Finish : Silicate resin 400°C grade two (2) coats each  
25 mil.

## Burner Capacity Curve



## ANNEXURE TO BURNER DATA SHEET

**ANNEXURE-I**  
**DESCRIPTION OF BURNERS WITH ACCESSORIES**

| S.NO.                                                                                                                                                                                                                                                                             | DESCRIPTION OF ITEMS                                                                                                                    | UNIT | QTY. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------|------|
| 1                                                                                                                                                                                                                                                                                 | FUEL GAS BURNERS CONSISTING OF FOLLOWING (REF NOTE-1)                                                                                   | NOS. | 4    |
| 1.1                                                                                                                                                                                                                                                                               | PILOT BURNERS                                                                                                                           | NOS. | 4    |
| 1.2                                                                                                                                                                                                                                                                               | IGNITION TRANSFORMERS EACH MOOUNTED IN AN EXPLOSION PROOF HOUSING WITH NECESSARY CONDUIT CONNECTION 1/2" (EExd BOXES GUB02-110-6, 5 KV) | NOS. | 4    |
| 1.3                                                                                                                                                                                                                                                                               | SPARK IGNITION HOUSING EXPLOSION PROOF WITH NECESSARY CONDUIT CONNECTIONS (GUAB 26)                                                     | NOS. | 4    |
| 1.4                                                                                                                                                                                                                                                                               | SPARK IGNITORS                                                                                                                          | NOS. | 4    |
| 1.5                                                                                                                                                                                                                                                                               | OBSERVATION PORTS ID 1 1/2" NPT FEMALE                                                                                                  | NOS. | 4    |
|                                                                                                                                                                                                                                                                                   |                                                                                                                                         |      |      |
| 2                                                                                                                                                                                                                                                                                 | ERECTION AND COMMISSIONING SPARES (MINIMUM)                                                                                             | LOT  | 1    |
| 2.1                                                                                                                                                                                                                                                                               | 1 NO. SPARK IGNITOR                                                                                                                     |      |      |
| 2.2                                                                                                                                                                                                                                                                               | ONE SET OF GASKETS FOR EACH OF 4 BURNERS (100%)                                                                                         |      |      |
|                                                                                                                                                                                                                                                                                   |                                                                                                                                         |      |      |
| <p>NOTE: PLEASE NOTE THE FOLLOWING REQUIREMENT AGAINST QUANTITY OF THE FUEL GAS BURNERS TO SUIT THE PIPING ORIENTATION AND SUPPLY ACCORDINGLY.</p> <p style="text-align: center;">TOP VIEW RIGHT HAND – 2 NOS.</p> <p style="text-align: center;">TOP VIEW LEFT HAND – 2 NOS.</p> |                                                                                                                                         |      |      |



## ANNEXURE - II

### TECHNICAL DELIVERY CONDITIONS FOR FUEL GAS BURNERS

1. The fuel Gas Burners shall be manufactured according to Burner data sheet and kersten wanssum fuel reactor Drg.No.9310-582 and Burner assembly Drg.No.9309-583. The burners with accessories shall be exactly similar to the Burner assembly Drg
2. Burners shall be supplied with all the accessories & instruments as per the enclosed "Description of Burner with accessories". Annexure I. Supplier shall also co-ordinate all the activities connected with any other sub-supplies of Burners, accessories and shall supply all the necessary accessories, Documents and Performance Guarantees as a single point responsibility.
3. The Fuel Gas, Pilot Gas (and Instrument Air lines if required) shall be terminated with Flanged end connections.
4. The Burner shall be installed for BS & B designed FGR Heaters and shall meet the requirements specified in BS&B data sheets and capacity curves.
5. The Burner shall be complete with the required Pilot, Burner, Spark ignitors, Observation Port etc., as specified in the Data Sheets / Purchase Order.
6. FLAME SCANNERS (INCLUDING FLAME DETECTORS/FLAME AMPLIFIERS ETC.) FOR PILOT FLAME DETECTION IS NOT IN BURNER VENDOR'S SCOPE. HOWEVER NECESSARY PROVISION FOR MOUNTING FLAME DETECTOR ON BURNER ASSEMBLY SHALL BE PROVIDED BY BURNER VENDOR. THE POSITION OF FLAME DETECTORS ON BURNER ASSEMBLY SHALL BE SUCH THAT THE FLAME DETECTOR WILL BE ABLE TO DISCRIMINATE BETWEEN FLAME VIEWED AND ADJECENT FLAME
7. The ignition Transformer of Honey well model Q 642 A, or equivalent with a primary supply of 230 VAC 50 HZ, secondary of 15000 Volts at 65 VAC with 6 meter long RG 106 1012 Ignition Cable (between Ignition Transformer Housing and Pilot Burner Housing) mounted in CLI Div. 1 GRPD vented field enclosure. The enclosure shall have (2) 1" sealed conduit entrances. The required conduit piping for installing the Ignition cable will be provided by BHEL.
8. ALL THE ELECTRICAL/INSTRUMENT ITEMS SUPPLIED BY BURNER VENDOR SHALL BE SUITABLE FOR AREA CLASSIFICATION OF SPECIFIED ELSEWHERE. BURNER IGNITION SYSTEM SHOULD BE FLAME PROOF Ex-d TYPE, SUITABLE FOR 110 VAC +/- 10%, 50HZ, SINGLE PHASE POWER SUPPLY.
9. PERFORMANCE GUARANTEE :

The Burner including all accessories & instruments Ignition Transformers etc.,) shall be guaranteed for Performance, Material and workmanship for a period of 12 months from the date of commissioning or 24 months from the date of despatch, whichever is earlier.

Contd...2

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10. Supplier shall submit performance guarantee certificate and performance bank guarantee for 10% value of the contract valid till end of guarantee period. The performance bank guarantee to be furnished by Supplier shall cover both Mechanical and Performance guarantee of the total Burner.
11. Supplier supply includes inspection reports, guarantees for all components as a single source of Fuel Reactors and its associated supplies.
12. Documents to be submitted after receipt of the Purchase Order.
  - 12.1 Planning and proposed quality assurance plan detailing all the inspection and tests proposed for the Burner with detailed drawing within 15 days of L.O.I/F.O.I. (drgs. same as earlier order)
  - 12.2 Vendor items information like catalogues etc., for the items like Ignitors, Ignition Transformers etc., along with the Burner details.
  - 12.3 Submit 6 copies of Data sheets, design calculations, Drawings etc., ( documents same as supplied earlier Order.)
  - 12.4 Data sheets, Heat release curves, operating, maintenance and trouble shooting manuals.
  - 12.5 Furnish 6 copies of the data containing all details of Burner like data sheets, detailed dimensional drawings, installation, operation, maintenance and trouble shooting details, flame detection and high voltage transformer system.
13. FLAME SENSOR POSITION OF BURNERS SHALL BE HORIZONTAL
14. BURNER VENDOR SHOULD PROVIDE NECESSARY DATA, IF ANY, FOR SELECTION OF FLAME SCANNER BY BHEL
15. MAKE OF THE IGNITORS SHALL BE M/S HONEYWELL OR EQUIVALENT.





**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates &amp; Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1072 / 1179

E-mail : ateendra@bhelviz.co.in

: ananta@bhelviz.co.in

**SPECIAL TERMS AND CONDITIONS****Category of Tender: Two-Bid System****SUB: Supply of Burner including Spares and Supervision of Erection & Commissioning, Assistance for site test.****Tender No./Enquiry No: H131700008 Dt: 23.02.2017**

1. Vendor shall submit Categorical Confirmation of 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.

Offers shall be submitted in Two Parts.

Part-I : Technical &amp; Un-Priced Bid with Commercial terms and conditions and Special Terms

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.

2. **Inspection** : By BHEL or its authorized Inspection Agency  
(Indigenous Supplier needs to register ONLINE in BHEL website ([www.cqir.bhel.in](http://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](http://www.cqir.bhel.in)) with minimum notice period of 03 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.

**SIGNATURE OF VENDOR WITH STAMP**

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates &amp; Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1072 / 1179

E-mail : ateendra@bhelviz.co.in

: ananta@bhelviz.co.in

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.

**3. Technical Delivery Conditions (TDC):** 4-41-100-BURNER-SO4050-00001 and its enclosures.

**Note: Vendor shall furnish the list of 2 years spares with item wise rates. These Two (2) Years Spares will not be considered during price evaluation for arriving L1 Status and will not be ordered.**

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 acceptance of the same.

**4. Documentation:** Vendor shall submit material test certificates, manufacturing certificates, Dimensional Reports and Inspection reports as per TDC.**5. 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) Burner arrangement shall be in the similar lines to Enclosed Burner Drg: 9309-583 & 9310-582****B) Burner supplier shall provide PTR/exhaustive reference list for past 10 Years [Note: List should cover Burner duty, Type of equipment, Client, Year of supply etc].**

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 Quantity, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, Excise Duty, Sales Tax and service 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.**

- 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.
- 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.
- BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.
- 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.

**SIGNATURE OF VENDOR WITH STAMP**

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates &amp; Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1072 / 1179

E-mail : ateendra@bhelviz.co.in

: ananta@bhelviz.co.in

**8. Reverse Auction (RA):**

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com))."

Follow link for Abridged version of Guidelines for Reverse Auction-2016

[http://www.bhel.com/vender\\_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf](http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf)

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

10. Vendor shall ensure and enclose the following documents to Techno-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.

**11. 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."

12. 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.

**SIGNATURE OF VENDOR WITH STAMP**

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

Heavy Plates &amp; Vessels Plant

Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1072 / 1179

E-mail : ateendra@bhelviz.co.in

: ananta@bhelviz.co.in

**13. 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.

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.

**14. Service Tax:**

The vendor will have to submit the Service Tax Registration certificate to BHEL-HPVP and claim the Service Tax from BHEL-HPVP by submitting Service tax invoice as per Rules & Regulations of Service Tax and the documentary evidence will have to be submitted.

If for any reason, the vendor has to pay penalty, interest on service tax, the vendor has to bear such additional payment. BHEL will pay only the service tax at applicable rate. The BHEL- HPVP will not entertain any further claim in this regard.

Any statutory variation in Service Tax Rate during scheduled supervision period and during extended period if any for which delay not attributed to vendor shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

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

16. Respective bank charges to respective account.

17. **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.

18. Purchase Orders will be released separately for supply and service portion on the successful vendor.

**19. 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.

**SIGNATURE OF VENDOR WITH STAMP**



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: ananta@bhelviz.co.in

- 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.

20. 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](http://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.

**SIGNATURE OF VENDOR WITH STAMP**

**BHARAT HEAVY ELECTRICALS LIMITED**

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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.

**21. 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.

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.

**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**

**Tender No/Enquiry No. : H131700008 Dt: 23.02.2017**

| SL. NO. | DESCRIPTION          | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | SUPPLIER'S CONFIRMATION                                                                        |
|---------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 1       | PAYMENT TERMS        | <p><b>For SUPPLY P.O.:</b><br/> 100% payment shall be made within 45 days from the date of receipt and acceptance of materials at BHEL HPVP Stores.</p> <p><b>For SUPERVISION/SERVICE P.O.:</b><br/> 100% Payment shall be made within 45 days against submission of service invoice with certification from BHEL HPVP Site In- charge regarding completion of supervision at ONGC,Nawagam site.<br/> Any deviation in the above payment terms will attract loading as mentioned below.<br/> "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")</p>                                                         |                                                                                                |
| 2       | DELIVERY PERIOD      | <p>The acceptable Delivery period shall be within 20 weeks to 30 weeks from the date of Purchase Order to date of LR/Invoice whichever is later.</p> <p><b>Loading Factor:</b><br/> The offers which do not conform to 20 weeks of delivery period but are within 30 weeks of delivery period shall be loaded for the delayed delivery beyond 20 weeks @ 0.5% per week or part thereof on the offered basic value.<br/> Any offer quoting beyond 30 weeks of delivery period will be summarily rejected.<br/> 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.</p> | _____ Weeks from the date of Purchase Order                                                    |
| 3       | DELIVERY BASIS       | FOR BHEL, HPVP Stores, Visakhapatnam                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                |
| 4       | FREIGHT CHARGES      | <p>Included. (if extra indicate in %)<br/> <u>Transportation up to BHEL, HPVP Stores, Visakhapatnam is in Supplier Scope.</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>_____ % extra on Basic rate / Included.<br/> ( Strike out whichever is not applicable)</p>  |
| 5       | TRANSIT INSURANCE    | <p>Included. (if extra indicate in %)<br/> <u>Transit Insurance up to BHEL, HPVP Stores, Visakhapatnam is in Supplier Scope.</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>_____ % / Included<br/> ( Strike out whichever is not applicable)</p>                       |
| 6       | PACKING & FORWARDING | <p>Included. (if extra indicate in %)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>_____ % extra on Basic rate / Included .<br/> ( Strike out whichever is not applicable)</p> |
| 7       | EXCISE DUTY          | <p>To be indicated by supplier.<br/> (MODVAT copy to be provided along with supply)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | _____ % Extra                                                                                  |

| SL. NO. | DESCRIPTION                     | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SUPPLIER'S CONFIRMATION                                                                     |
|---------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 8       | SALES TAX<br>VAT/CST            | To be indicated by supplier<br>(Form "C" will be provided by BHEL )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | _____ % Extra                                                                               |
| 9       | Service tax                     | To be indicated by supplier<br>(Applicable for only services/ supervision )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | _____ % Extra                                                                               |
| 10      | TESTING CHARGES<br>(as per TDC) | Included. (if extra indicate in %)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _____ % extra on Basic<br>rate / Included .<br>( Strike out whichever is not<br>applicable) |
| 11      | OFFER VALIDITY                  | 90 days from the date of Technical bid opening.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                             |
| 12      | TEST CERTIFICATE                | MTC Required as per Material Specification and TDC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                             |
| 13      | 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 .<br><br><u><b>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.</b></u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | _____ % Discount on<br>total basic price                                                    |
| 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.<br><br>LD shall be reckoned from the date of LR/Invoice whichever is later.<br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                             |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                             |

| SL. NO. | DESCRIPTION                                                                                                            | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SUPPLIER'S CONFIRMATION |
|---------|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 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      | PERFORMANCE BANK GUARANTEE                                                                                             | a) In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks ( List enclosed) as per the enclosed PBG Format .<br>b) Performance Bank Guarantee shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 6 months thereafter.<br>c) Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam. |                         |
| 21      | Taxes & Duties will be deducted at source as per Government of India (Central & State Government) Rules as applicable. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |
| 22      | FIRM PRICE                                                                                                             | Price should be firm till execution of order.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |
| 23      | 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)                                                                                                                                                                                                                                                                                                                                                  |                         |
| 24      | 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.<br><br>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**

**Tender No./Enquiry No. : H131700008 Dt: 23.02.2017**

| SL. NO. | DESCRIPTION           | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SUPPLIER'S CONFIRMATION                                                                        |
|---------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 1       | PAYMENT TERMS         | <p><b>For SUPPLY P.O :</b><br/> 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.</p> <p><b>For SUPERVISION/SERVICE P.O :</b><br/> 100% payment shall be made on CAD basis within 45 days against submission of service invoice with certification from BHEL HPVP Site In- charge regarding completion of supervision at ONGC ,Nawagam site.</p> <p>Any deviation in the above payment term will attract loading as mentioned below.</p> <p>"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")</p> |                                                                                                |
| 2       | DELIVERY PERIOD       | <p>The acceptable Delivery period shall be within 20 weeks to 30 weeks from the date of Purchase Order to date of Bill of Lading(B/L).</p> <p><b>Loading Factor:</b><br/> The offers which do not conform to 20 weeks of delivery period but are within 30 weeks of delivery period shall be loaded for the delayed delivery beyond 20 weeks @ 0.5% per week or part thereof on the offered basic value.</p> <p>Any offer quoting beyond 30 weeks of delivery period will be summarily rejected.</p> <p>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.</p>                                            | <p>_____ Weeks from the<br/> date of Purchase Order</p>                                        |
| 3       | DELIVERY BASIS        | <p><b>CFR – CHENNAI SEA PORT</b><br/> (BHEL shall pay only delivery order charges and container detention free period shall be 14 days).</p> <p>In case of shipment through containers on CFR basis, the BL should bear the endorsement that "<b>14 free days for Container Detention is applicable</b>"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                |
| 4       | PACKING & FORWARDING  | Included. (if extra indicate in %)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>_____ % extra on Basic rate / Included.<br/> ( Strike out whichever is not applicable )</p> |
| 5       | Documentation Charges | Included. (if extra indicate in %)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>_____ % extra on Basic rate / Included.<br/> ( Strike out whichever is not applicable)</p>  |

| SL. NO. | DESCRIPTION                                                                                                                                                                                      | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SUPPLIER'S CONFIRMATION                                                               |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 6       | INSPECTION CHARGES (Inspection shall be in vendor scope)                                                                                                                                         | Included. (if extra indicate in %)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _____ % extra on Basic rate / Included.<br>( Strike out whichever is not applicable)  |
| 7       | TESTING CHARGES (as per TDC)                                                                                                                                                                     | Included. (if extra indicate in %)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _____ % extra on Basic rate / Included.<br>( 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                                                                                                                                                                                     | <p>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 .</p> <p><u><b>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.</b></u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | _____ % 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                                                                                                                                                                                       | <p>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.</p> <p>The date of Bill of Lading(B/L) shall be considered for LD calculation purpose.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                       |
| 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      | PERFORMANCE BANK GUARANTEE | <p>a) In the event of an order, Vendor shall furnish Performance Bank Guarantee from any of our consortium banks ( List enclosed) as per the enclosed PBG Format .</p> <p>b) Performance Bank Guarantee shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 6 months thereafter.</p> <p>c) Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.</p> <hr/> <p>d) <b>From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)</b> will be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch to Visakhapatnam i.e. Demand can be presented at the Branch located in Visakhapatnam or at nearest branch .</p> <p>e) <b>From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)</b></p> <p>e.1) Bank Guarantee issued by <b>any of the Consortium Banks only</b> will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.</p> <p>e.2) <b>In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank</b> (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at <b>sl.no. e.1</b> will required to be followed.</p> |                         |



| SL. NO. | DESCRIPTION   | BHEL'S REQUIREMENT                                                                                                                                                                                                                                                                                                                                        | SUPPLIER'S CONFIRMATION |
|---------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 23      | FIRM PRICE    | Price should be firm till execution of order.                                                                                                                                                                                                                                                                                                             |                         |
| 24      | DOCUMENTATION | <p>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.</p> <p>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 our approval.</p> |                         |

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.

**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 year .....as 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