

**SUPPLY OF GRINDING ROLLS WITH GWL 10000 HOURS AND MATCHING
BULL RING SEGMENTS FOR BOWL MILLS OF SIZE HP 1103
FOR WBPDCS SAGARDIGHI 1X660MW PROJECT**

CHECKLIST

		Supplier	BHEL
TECHNICAL BID:			
1	All pages of technical specifications Signed and enclosed		
2	All pages of the "CHECK LIST CUM GENERAL TERMS AND CONDITIONS" signed and enclosed		
3	Previous three years Balance Sheet including Profit and Loss account certified by Chartered Accountant submitted		
4	Third party no patent claim declaration in line with Clause 5 of this NIT		
5	List of Manufacturing facilities & processes as per clauses 2.2 & 5.2 of Technical Spec. submitted		
6	List of Outsourced Processes and control mechanism submitted		
7	Documentary proof of performance as per clause 2.0.1 of Technical Spec enclosed. <i>Date of Techno-Commercial bid opening shall be considered for the same as cut-off date.</i>		
8	Details of manpower, technical qualification and experience (with reference to clause 8 of NIT) submitted		
9	Present annual capacity with details submitted.		
10	Proof of supply as per Clause 2 of BHEL technical specification BA35054 – Purchase Order – Material receipt/acceptance by customer document – Life achieved certified by the end user. – Coal Analysis certified by the end user.		

Bidder should not make any changes in the Column depicting the required terms and conditions, of this document. Any comments / deviations should be brought out in the remarks column (separate sheet with linked reference may be added if necessary). Any changes, if made, would not only be treated as null but might also attract penal action.

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1	<p><u>OFFER VALIDITY</u> The offer would be valid for 90 days from the date of the technical bid opening.</p>		
2	<p><u>GUARANTEE</u> Materials should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. This guarantee clause is to be read along with the performance guarantee (clause 3 of this document)</p>		
3	<p><u>Performance guarantee (As per Technical specification)</u></p> <p>a) The wear components (Grinding rolls and matching bull ring segments) shall be guaranteed for a minimum wear life of 8000 hours. This wear life would deem to have been achieved when the Mill parameters are achieved during Performance test at the end of the Grinding Element Guaranteed Life as specified in the BHEL Customer contract.</p> <p>b) The supplier shall give back-to-back guarantee as applicable for BHEL customer for wear life of grinding elements as per terms and conditions of this contract.</p> <p>c) The successful bidder would have to provide free replacement of grinding elements as per clause 7 and Annexure-III of specification BA35054.</p> <p>d) In all the cases where Customer insists upon BHEL to give performance bank guarantee, the same shall be submitted by the supplier on back-to-back basis.</p> <p>e) Wherever Customer order provides for issue of Corporate Guarantee/ Indemnity bond, the same shall be submitted by the supplier to BHEL on back-to-back basis.</p> <p>f) All the guarantees are applicable for all the items supplied under the Orders released against the tender. It will be in force until the complete execution of the project.</p>		
4	<p><u>INSPECTION:</u> BHEL/customer/third party might inspect equipment / material before dispatch as per PO and Quality Plan conditions. Stage inspection during manufacturing may also be carried out as per Approved Quality plan. Supplier shall send inspection call on prescribed format/web site, with an advance notice of at least 7 days.</p>		
5	<p><u>THIRD PARTY CLAIMS</u> The bidder will have to declare that no third party has raised any patent claim against the bidder, which has gone against or is still unresolved, with respect to the product up to the date of the agreement. Successful bidder must further declare that in case any claims are raised during the validity of the agreement (which would be in force till complete execution of the contract) it would indemnify BHEL of any responsibility towards the claim and would reimburse BHEL for any loss suffered as a result thereof. It would be the responsibility of the bidder to settle such claims with the third party (claimant). In case it is unable to settle such claims, the bidder shall provide alternate technical solution, which it deems reasonable and is acceptable to BHEL pending resolution of any such (alleged) claim. This new solution would be such that it will not violate such patents and satisfy the terms and conditions of the present contract.</p>		

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6	<p><u>FINANCIAL SOUNDNESS:</u> The Bidder shall have a financial stability and capability to meet the financial obligations pursuant to the works covered under the contract. The bidder should submit last three-year's balance sheet including the profit and loss account and net worth duly audited by a Chartered Accountant. The bidder should also have a consistency in turnover in the said last three years. All the foreign vendors shall submit a report from a reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. or third party business rating agency empanelled by BHEL.</p>		
7	<p><u>FACILITIES</u> The bidder must have the in-house facility to</p> <ul style="list-style-type: none"> • Manufacture, • check and • control <p>all the process parameters during all the stages of the production of the grinding elements. Documentary evidence in form of the process flow-chart with check and control mechanism should be submitted. Any processes outsourced must be informed, necessary approval must be taken from BHEL informing about the source, and control mechanism put by the bidder.</p>		
8	<p><u>INFRASTRUCTURE</u> The bidder must have the necessary manpower, infrastructure and technical know-how to,</p> <ul style="list-style-type: none"> - Supervise during the erection and commissioning of the items supplied. - Periodic site visits (if required) for mill tuning for optimization and wear life monitoring. - Assist BHEL in fine-tuning of the mills during Performance Guarantee test and prove performance with reference to the fineness, wear life output etc. during the same. 		
9	<p><u>SUBCONTRACTING :</u> In case, at a later stage, further subcontracting of BHEL order or part thereof is envisaged, over and above those declared in the bid, the same can be done only after a written permission is obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.</p>		
10	<p><u>PENALTY</u></p> <p>a) For Delay in Execution: In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>b) For Performance Shortfall: Penalty imposed by the customer on BHEL (To be read along with Clause 3 of this document),</p> <ul style="list-style-type: none"> a. In case of a financial penalty, on pro-rata "back to back" basis shall be borne by the supplier. b. In case the Penalty is in terms of free replacement, whether in part or full, the same shall be borne by the supplier. 		

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11	<p><u>TERMS OF DELIVERY:</u> <u>Main Requirement:</u> 24 Nos- Grinding Rolls- FOR BHEL Hyderabad 8 Sets- Bull Ring Segments- FOR WBPDCS Sagardighi site <u>Mandatory Spares Requirement:</u> 42 Nos- Grinding Rolls- FOR WBPDCS Sagardighi site 14 Sets- Bull Ring Segments- FOR WBPDCS Sagardighi site</p> <p>Note: The project consists of 8 Mills. There shall be phase gap between main supply and mandatory spares supply which shall be informed by BHEL after order placement. Any pre-ponement/deferment of supply shall be at the discretion of BHEL with advance intimation.</p>		
12	<p><u>DELIVERY SCHEDULE</u> <u>Main Requirement:</u> <i>To be quoted by vendor in days/weeks/months as applicable (to be quoted in as per delivery format)</i> <u>Mandatory Spares Requirement:</u> <i>8 months from scheduled/mentioned delivery date of above main requirement.</i> Note: Above phase gap mentioned is final for mandatory spares. Any pre-ponement of supply shall be with advance intimation.</p>		
13	Annexure-I to be signed and sealed.		
14	Annexure-II (Non-Disclosure Agreement) to be signed and sealed.		
15	Indemnity Bond to be signed and sealed.		
16	Integrity Pact to be signed and sealed.		

Bidders must enter the appropriate phrase in each of the row of the “Supplier Confirmation” column to signify their acceptance of the respective clause.

DEVIATIONS:

- 1) **Technical Qualification & Experience**
No deviations accepted. The bid will be rejected.
- 2) **Guarantee Clause**
No deviations accepted. The bid will be rejected.