

OPEN TENDER FOR SUPPLY OF
GRINDING ROLLS WITH GWL 8000 HOURS AND MATCHING BULL RING SEGMENTS FOR
BOWL MILLS OF SIZE HP 1103 FOR MAHAGENCO BHUSAWAL 1X660MW PROJECT
REF: K6A1S525327-NIT-47256 DATED: 02.07.2019 **DUE ON: 23.07.2019**

CHECK-LIST

		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 2.1 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 BA35051 – Purchase Order – Material receipt/acceptance by customer document – Life achieved certified by the end user. – Coal Analysis certified by the end user.		
11	Instructions to Bidder (ITB Rev 08) and Annexure-I,II&III submitted duly filled all clauses, signed and sealed		
12	Un-priced price bid format (Annexure-I (A) & I (B) or II (A) as applicable) enclosed with technical bid.		
PRICE BID			
1	Price list with break-ups as in Annexure-I (A) & I (B) or II (A) as applicable.		
REVERSE AUCTION (IF APPLICABLE)			
1	Quotation with the final package price (as per Annexure-I(A)/I(B) or II(A) in line with Customer tender requirement) Multiplication factor (with reference to loading on basic price) for the Reverse Auction will be provided by BHEL before the reverse auction to include all the taxes and duties.		

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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Sl. No	BHEL Standard Terms & Conditions	Supplier confirmation	Comments / Remarks
1	<u>OFFER VALIDITY</u> The offer would be valid for 90 days from the date of the technical bid opening.		
2	<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)		
3	<u>Performance guarantee (As per Technical specification)</u> 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. 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. c) The successful bidder would have to provide free replacement of grinding elements as per clause 7 and Annexure-III of specification BA35052. 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. 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. 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.		
4	<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.		
5	<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.		

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6	<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 average annual turnover of the bidder for last three years should be at least equal to the value of the Tender. 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.		
7	<u>FACILITIES</u> The bidder must have the in-house facility to • Manufacture, • check and • control 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.		
8	<u>INFRASTRUCTURE</u> The bidder must have the necessary manpower, infrastructure and technical know-how to, - 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	<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.		
10	<u>PENALTY</u> 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. b) For Performance Shortfall: Penalty imposed by the customer on BHEL (To be read along with Clause 3 of this document), 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	<u>TERMS OF DELIVERY:</u> <u>a) For Indigenous Bidders</u> <u>Main Requirement:</u> 24 Nos- Grinding Rolls- FOR BHEL Hyderabad 8 Sets- Bull Ring Segments- FOR MAHAGENCO Bhusawal site <u>Mandatory Spares Requirement:</u> 10 Nos- Grinding Rolls- FOR BHEL Hyderabad 12 Nos- Grinding Rolls- FOR MAHAGENCO Bhusawal site 4 Sets- Bull Ring Segments- FOR MAHAGENCO Bhusawal site <u>b) For Overseas Bidders</u> <u>“CIP Chennai” basis as per latest Incoterms.</u>		
12	Price bids of those techno-commercially qualified suppliers will be opened who are approved by the Customer.		
13	All the prospective bidders those are not in the approved/registered vendor list of the BHEL Hyderabad, Pulverisers Division, would have to apply on-line by filling-up the Vendor Registration Format that is available on the BHEL Website (www.bhel.com) along with all the required attachments. All the foreign vendors shall submit a report from a reputed third party business rating agency like Dun & Bradstreet, Creditreform etc. or third party business rating agency empanelled by BHEL. The supplier would be qualified subject to a) Technical Qualification b) Acceptance of the commercial and other terms and conditions spelt out in this document c) Evaluation and Acceptance by the Supplier Assessment Committee (MISCC) (if the bidder is not an already qualified supplier).		
14	Instructions to Bidder (ITB, Doc. No. HY:MM:ITB Rev:08) shall be submitted with all clauses duly filled, each page signed and stamped. If there is any difference in the bidder's response between ITB and this 'BHEL NIT-Checklist and General terms and conditions, response to the latter only will be considered.		
15	Annexure-II (Non-Disclosure Agreement) to be signed and sealed.		
16	Annexure-III (Min. Local Content Declaration) 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.

INDIAN AGENTS OF FOREIGN BIDDERS:

- BHEL shall deal directly with the Original manufacturer. However if the foreign principal desires to avail the services of an Indian Agent, then the foreign principal should ensure the compliance to regulatory guidelines, which requires mandatory submission of an agency agreement.

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- 2) It shall be incumbent on the Indian Agent and the Foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- 3) The agency agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- 4) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- 5) Indian Agency Commission, if any, (payable in Indian Rupees) is to be specified in terms of percentage of PO value. It will be payable at the exchange rates prevailing on the date of technical bid opening.
- 6) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- 7) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- 8) Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BHEL.
- 9) Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 10) Tenderers of Foreign nationality shall furnish the following details in their offers:
 - a) The name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - b) The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - c) Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 11) Tenderers of Indian Nationality shall furnish the following details in their offers:
 - a) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - b) The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - c) Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
 - d) In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
 - e) Failure to furnish correct and detailed information as called for in above clauses will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

- 12) The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.
- 13) The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.
- 14) The offers of the bidders that are on the banned list 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 website, www.bhel.com.
- 15) In any tender either the Principal/OEM or the Agent can bid but both cannot bid simultaneously in the same tender. Violation of these clause may attract penalty of banning business dealings with BHEL.
- 16) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender. Violation of these clause may attract penalty of banning business dealings with BHEL.

REVERSE AUCTION:

- 1) BHEL reserves the right to finalise the tender through reverse auction (if there are minimum four techno-commercially qualified bids). In case of RA, H1 bidder (highest quoted) will not be allowed to participate, by the system.
- 2) In case the reverse auction is conducted, the details would be intimated to all the technically qualified bidders.
- 3) The rules and the guide lines for the reverse auction would be intimated through the service provider and would be binding on all the bidders.
- 4) In Reverse auction, if conducted, the price quoted would include the above impact value i.e. the RA would be conducted in terms of "**COST TO BHEL**" (including freight and insurance)
- 5) In case of Reverse Auction, all the details, in a signed copy with the final bid and the break-ups would be submitted by the successful bidder within 24 hours of the successful completion of the auction to BHEL through the service provider including individual cost break-ups as per the Reverse Auction Guide lines of the service provider.
- 6) The reduction in price arrived due to Reverse Auction should be distributed by proportional reduction in each of the individual component prices.