

CHECK LIST CUM GENERAL TERMS AND CONDITIONS – TWO PART BID SYSTEM FOR PRE-BID TIE-UP
FOR PROCUREMENT OF GRINDING ROLLS WITH GRINDING WEAR LIFE 4000 – 10000 HRS AND
MATCHING BULL RING SEGMENTS FOR RAYMOND TYPE BOWL MILLS (XRP-1003)

CHECK-LIST

		Supplier	BHEL
TECHNICAL BID:			
1	All pages of tender documents and Supplier drawings 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 9 of this NIT		
5	List of Manufacturing facility & process as per 2.1.1 (b) & 5.2 of Technical Spec submitted		
6	Manufacturing capacity as per clause 13 of “CHECK LIST CUM GENERAL TERMS AND CONDITIONS” submitted.		
7	List of Outsourced Processes and control mechanism submitted		
8	Documentary proof of performance as per 2.0,2.1 & 2.2 of Technical Spec enclosed. Original scheduled date of technical bid opening shall be considered for the same as cut-off date.		
9	Details of manpower, technical qualification and experience (with reference to clause 12 of CHECK LIST CUM GENERAL TERMS AND CONDITIONS) submitted		
10	Vendor registration format (For supplier not yet registered with BHEL) submitted on-line on bhel website www.bhel.com.		
11	Quality Plan as per respective technical specification submitted in line with NTPC RQP format attached.		
12	Proof of supply as per Clause 2.0/2.1/2.2 of respective BHEL technical specification – Purchase Order – Material receipt/acceptance by customer document – Life achieved certified by the end user. – Coal Analysis certified by the end user.		
13	Instructions to Bidder (ITB Rev 07) submitted duly filled all clauses, signed and sealed (all clauses to be filled with supplier response and No column should be left blank) along with Annexures-I & II.		
14	Un-priced price bid format (Annexure-I(A)/I(B) as applicable) enclosed with technical bid.		
PRICE BID			
1	Price list with break-ups as in Annexure-I(A)/I(B) as applicable.		

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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PULV/PBT/NTPC KAHALGAON

DATE: 08.09.2017

DUE ON: 12.09.2017

Sl. No	BHEL Standard Terms & Conditions	Supplier confirmation	Comments / Remarks
1.	<u>Pre-bid tie up/MOU</u> a) The purpose of this Tender is to enter into pre-bid Tie up/ MOU to enable BHEL to respond to NTPC tender for O&M spares for their project at Kahalgaon. b) Bids obtained from supplier(s) may be opened in-camera. c) Within 30 days of signing MOU, supplier to submit bid bond in the form of bank guarantee or security deposit etc. for 1% of the value of MOU which shall be valid during the validity period of the MOU. d) MOU shall be valid from the date of entering into pre-bid tie up/MOU till the supplies are effected and wear life guarantees are achieved. e) MOU will get converted into Purchase Order on receiving the order from the customer. In other words, in case of BHEL not being awarded the Tender by customer, BHEL also will not place order against the Tender from customer. f) In the event of price reduction during negotiation by BHEL with the customer, corresponding reduction will be passed on to the supplier. g) As this is pre-bid tie up for NTPC project with tender due date of 29.09.2017, <i>no correspondence, clarification regarding tender shall be entertained. BHEL reserves the right to reject the bids submitted incompletely and go ahead with available submitted bids in complete form as on present tender opening date.</i>		
2.	a) Offer must be submitted in two part bid system for the items as per Enquiry through e-procurement system. 1) Technical cum Commercial Bid, The techno-commercial bid includes two parts a) Technical bid as per respective technical specifications (BHEL & NTPC). b) Commercial bid and acceptance of terms and conditions as per the current document including BHEL ITB rev 07 (<i>NTPC ITB is given only for information</i>) and NDA. c) Un-priced price bid format Annexure I(A) / I(B) duly filled as applicable. 2) Price bid. a) The price bid should only include the prices as per the given format (Annexure-I(A) / I(B) as applicable by removing the word un-priced). b) No technical or commercial aspects should be quoted in the price bid. In case any techno-commercial conditions are put in the price bid, the same shall be considered null and void. b) Due date: 12.09.2017 c) The above tender due date mentioned is final. <i>No further extension shall be provided in any case.</i> d) Techno-commercial bid will be opened first and after freezing technical & commercial conditions only, the price bid will be opened.		

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3	<u>PRICES:</u> (i) The prices quoted in the price bid/ Finalised during Reverse Auction/Negotiated Price are to be firm till the execution of Order. <u>A. Indigenous (Optional for Foreign Vendors):</u> The prices are to be quoted on FOR BHEL-Hyderabad basis. The break-up of price shall be as under: - a) FOR Price. The packing & forwarding and Freight & Insurance charges to be included in the FOR price. b) GST: Extra as applicable on the date of quotation, to be quoted as percentage in the price bid along with applicable HSN Code. <u>B. Foreign Vendors:</u> a) The prices are to be quoted CIP-Mumbai basis as per Incoterms 2010. b) The Currency of offer must be US\$ or Euro. c) For bid evaluation purpose, these prices would be converted to 'FOR BHEL-Hyderabad' prices based on prevailing exchange rate as on the Technical Bid opening date. a) Import duties and IGST as applicable on date of bid opening.		
4	<u>OFFER VALIDITY</u> The offer would be valid for 90 days from the date of the technical bid opening as per clause 9 of ITB Rev.07.		
5	<u>GUARANTEE</u> Materials should be guaranteed for a period of 12 months from date of commissioning or 18 months from the date of dispatch whichever is earlier as per clause 15 of ITB Rev.07. This guarantee clause is to be read along with the performance guarantee (clause 6 of this document)		
6	<u>Performance guarantee (As per Customer Technical specifications)</u>		
7	<u>DRAWINGS AND SPECIFICATIONS</u> Supply should strictly confirm to Customer Drawings and Specifications enclosed. All tests should be carried out as per Drawings, Specifications and Quality Plan. BHEL customer's approved Quality Plan is to be followed wherever applicable. The decision of BHEL shall be fixed and binding on the supplier on all the technical aspects/queries which may arise during the contract with respect to material, workmanship etc. All test certificate, guarantee certificate & Inspection report should be furnished along with supplies (3 sets). Clause-wise confirmation of specification is required.		
8	<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 Quality plan. Supplier shall send inspection call on prescribed format (web site) only, with an advance notice of at least 15 days.		

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9	THIRD PARTY CLAIMS: a) The bidder shall declare their patent number, date of approval and the date of expiry of the patent, if the patent exists. b) 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. c) Third party claim, if any, exists/arises during the tendering process, the bidder shall indemnify BHEL as per the indemnity bond format enclosed, (to be submitted along with the offer if already exists). d) 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. e) 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. f) This new solution would be such that it will not violate such patents and also satisfy the terms and condition of the present contract.		
10	FINANCIAL SOUNDNESS: As per Cl. 2.1.4 of respective technical specifications enclosed.		
11	FACILITIES As per Cl. 2.1.1 (b) of respective technical specifications enclosed.		
12	INFRASTRUCTURE - As per Cl. 2.2 of respective technical specifications enclosed.		
13	CAPACITY As per Customer Tender Requirement.		
14	SUB-CONTRACTING: 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.		
15	PAYMENT TERMS: As per ITB (Rev.07) clause 11.		
16	PENALTY a) For Delay in Execution: As per clause 12 of ITB Rev.07 b) For Performance Shortfall: Penalty imposed by the customer on BHEL (To be read along with Clauses 5 and 6 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.		
17	TERMS OF DELIVERY: a) For Indigenous Bidders “FOR BHEL HYDERABAD-502032”. b) For Overseas Bidders “CIP” basis as per Incoterms 2010. Bidders to mention the offered Term including the <Named Place/Port>, which should be Getaway port of India.		

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18	<u>DELIVERY PERIOD</u> - Supplier to mention the required lead time for delivery, in weeks from the date of P.O. and the maximum sets per month it can deliver thereafter. - Manufacturing Lead time should be less than 90 days from the placement of the order with additional maximum 30 days for transportation. - The Contractual Delivery date will be as per BHEL Purchase order in line with Customer tender requirement. - Supplies beyond the stipulated delivery date will attract Penalty Clause. - The Delivery date for this purpose will be taken as: - In case of FOR BHEL Hyderabad, Date of C-Note. - For CIP- IGM date etc. If staggered delivery is mentioned in Purchase Order then same shall be adhered to.		
19	<u>EVALUATION:</u> Evaluation of offers shall be done on the basis of ‘delivered cost to BHEL’ with respect to the technical specification and commercial conditions of the Customer tender. In case of Reverse Auction being held to decide on the eventual outcome, the effect of the taxes and duties would be communicated through a Multiplication factor. In case of discrepancy in the prices quoted by the vendor in figures and words, the price quoted in words shall prevail and the same shall be considered for evaluation.		
20	<u>GOODS& SERVICES TAX</u> As per clause 10 of ITB Rev.07		
21	All the prospective bidders that are not in the approved vendor list of the BHEL Hyderabad, Pulverisers Division would have to fill up the Vendor Registration Format that is available on the BHEL Website (www.bhel.com) and submit to the supplier development cell of BHEL Hyderabad 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, Credit reform etc. or third party business rating agency empanelled by BHEL. The supplier would be qualified subject to - Technical Qualification - Acceptance of the commercial and other terms and conditions spelt out in this document - Evaluation and Acceptance by the Supplier Assessment Committee (MISCC) (if the bidder is not an already qualified supplier). - Approval by BHEL’s customer.		
22	Instructions to Bidder (ITB, Doc. No. HY: MM: ITB Rev: 07) shall be submitted duly filled all clauses, signed and sealed on all pages along with Annexures-I & II. If there is any difference in the bidder’s response between ITB and their offer response to the ITB only prevails.		

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 AND LOADING

1) Technical Qualification & Experience

No deviations accepted. The bid will be rejected.

2) Inspection Charges :

For Indigenous Suppliers

Third Party Inspection Charges will be borne by BHEL, However same shall be loaded on the total PO value to arrive at Destination Cost to BHEL which is **at present 0.238% .**

For foreign suppliers

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Inspection charges should be inclusive in quoted price.

3) Duties and Taxes

- Offers of foreign vendors will be loaded **for evaluation purpose** with prevailing tariff of Customs Duty (as applicable for Merit for the items under consideration), Cess, IGST and any other import duty imposed by the Government of India that are applicable at the time of Tender opening.
- Any export duty or any other duty imposed at the country of origin (for foreign vendors) would be included in the basic price. **The vendors to note that in case there is any change in these taxes/duties during the execution of contract, the same would not be passed on to (or borne by) BHEL.**
- Offers of indigenous vendors will be loaded **for evaluation purpose** with prevailing tariff of GST (State and Central) / IGST, and any other duty imposed by the Government of India that are applicable at the time of Tender opening.
- 4) Offers with any other deviations to the above Checklist cum General Terms and Conditions and Technical Specification (BHEL/NTPC) shall be **REJECTED**.

INDIAN AGENTS OF FOREIGN BIDDERS:

- 1) 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.
- 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.

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- 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.

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- 6) The reduction in price arrived due to Reverse Auction should be distributed by proportional reduction in each of the individual component prices.

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PULV/PBT/NTPC KAHALGAON

DATE: 08.09.2017

ANNEXURE I(A)

UN-PRICED PRICE BREAK-UP FORMAT

(To be submitted with Technical Bid)

(INDIGENOUS BID)

S.No.	Particulars	Amount in Indian Rupees
Price Break up		
1	Total Basic Price on Ex-works basis as per Customer tender requirement (28 sets of Grinding Rolls and 28 sets of Bull Ring Segments), Rs	
2	Packing & Forwarding Charges	<Included>
3	Freight & Insurance from Supplier works to BHEL-Hyderabad stores	<Included>
	Effective total basic price Rs	<Sum of above>
4	GST / IGST	%
5	Third Party Inspection Charges	<BHEL SCOPE>
	GRAND TOTAL (on FOR BHEL-Hyderabad Stores basis)	

NOTE:

1. All the statutory levies applicable at the time of tender bid submission are to be entered in the above table.
2. Each different type of levies should be shown in different rows.
3. One set of Grinding Rolls consists of 3 nos. One set of Bull ring segments consists of 45 pieces.

PULV/PBT/NTPC KAHALGAON

DATE: 08.09.2017

ANNEXURE I (B)
UN-PRICED PRICE BREAK-UP FORMAT
(IMPORTED SUPPLIES)
(To be submitted with Technical Bid)

S.No.	Particulars	Amount in USD/EURO
Price Break up		
1	Total Basic Price on Ex-works basis as per Customer tender requirement (28 sets of Grinding Rolls and 28 sets of Bull Ring Segments), USD/EURO	
2	Third Party Inspection Charges (if any)	<Included>
3	P & F Charges	<Included>
4	Marine Freight & Insurance from works on CIP-Mumbai basis	<Included>
	Effective total basic price USD/EURO for bid on CIP-Mumbai basis	<Sum of above>
5	Basic Customs Duty	%
6	Cess on Basic Customs Duty	%
7	IGST	%
8	Any other charges (Please specify individually in percentages)	
	GRAND TOTAL	

NOTE:

1. All the statutory levies at the time of tender bid submission (S.No.5 to 7) are applicable for tender evaluation purpose.
2. **Exchange Rate as on Tender Opening Date shall be considered for tender evaluation purpose.**
3. Each different type of levies should be shown in different rows.
4. One set of Grinding Rolls consists of 3 nos. One set of Bull ring segments consists of 45 pieces.