

106-1 Rev No. 5 Form No.		PRODUCT STANDARD PULVERISERS HYDERABAD	Product STD no.	BA89096
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**SPECIFICATION FOR QUALIFICATION FOR PROCUREMENT OF
LIME STONE WEIGH FEEDER & PNEUMATIC
DIVERTER ALONG WITH ACCESSORIES**

Part-A

1.0 GENERAL:

This specification is intended to evaluate the Qualified Bidders technically and commercially for procurement of Lime stone weigh feeder & pneumatic diverter along with accessories in Wet Ball Milling System.

The Bidder shall refer to the Technical Specification Document No.BA89095 for technical details.

2.0 QUALIFYING REQUIREMENTS:

2.1 The bidder shall be Original Equipment Manufacturer. The Bidder should be manufacturing these items at their principal works.

2.2 The Bidder to furnish documentary evidence to show that similar or higher capacity component/equipment / system has been supplied by the vendor for Lime stone application. The documentary evidence will be in the form of Material Receipt Certificate or Site Inspection Report, etc from the end user for having received the material by the end user.

2.3 The supplier shall submit the reference list of supplied Lime stone weigh feeders& pneumatic diverter along with accessories of the quoted size with details like Plant name, size, and supplied documents..

3.0 PATENTS

Successful bidder must declare that no third party has raised any patent claim against Bidder with respect to the product up to the date of this agreement. Successful bidder must further declare that in case such claims arise during the validity of this agreement, which cannot be settled with such third party, it will indemnify BHEL and make such efforts which bidder deems reasonable to make available to BHEL a technical and proven solution which will not violate such patent.

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4.0 ARBITRATION

4.1 **Applicable Law:**
 This agreement is shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad Courts, Telangana.

4.2 **ARBITRATION:**
 All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL, Hyderabad, Ramachandrapuram. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Telangana.

5.0 INSTALLATION AND COMMISSIONING:

5.1 Operation and maintenance manual to be included in all supplies.

5.2 The bidder shall express their willingness to assist BHEL during erection and commissioning, problem solving and training of end-users personnel at their Power Stations. The Bidder to quote separately the prices for the same.

6.0 AGENTS

6.1 BHEL shall deal directly with the 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.

6.2 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.

6.3 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

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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.

6.4 Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.

6.5 Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.

6.6 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.

6.7 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.

6.8 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.

6.9 Tenderers of Foreign nationality shall furnish the following details in their offers:

6.9.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose 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.

6.9.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

6.9.3 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.

6.10 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

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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. In this regard, details may be checked as per **Annexure-B** (copy enclosed). 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.

6.11 The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal.

6.12 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.

6.13 In any tender either the Principal/OEM or the Agent can bid but both cannot bid simultaneously in the same tender. Violation of this clause may attract penalty of banning business dealings with BHEL.

6.14 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 this clause may attract penalty of banning business dealings with BHEL.

7.0 BACK UP GUARANTEES:

7.1 The successful bidder shall have to guarantee to BHEL the performance and reliability of the products.

8.0 QUALITY CONTROL AND DOCUMENTATION

8.1 Manufacturing quality plan shall be provided for approval.

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Part-B

**LIME STONE WEIGH FEEDER & PNEUMATIC DIVERTER
ALONG WITH ACCESSORIES -- Machining , assembly & testing
facilities details.**

Sl. No	Type of Machines	Quantity	Make	Size	Date of Installation	Distinct Features

Part-C

STATEMENT OF COMPLIANCE

The vendor shall complete the following statement of compliance without which the offer will not be considered for evaluation:

STATEMENT OF TECHNICAL COMPLIANCE

FOR BA89095 Rev-00

CLAUSE NO.	CONFIRMATION YES/ NO	REMARKS.
1.0		
2.0		
3.0		
4.0		
5.0		
6.0		
7.0		
8.0		

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AMAN

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28.03.2022

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