




TD-106-1 Rev No. 5 Form No.		PRODUCT STANDARD PULVERISERS HYDERABAD		Product STD NO.	BA55097
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.		SPECIFICATION FOR QUALIFICATION FOR PROCUREMENT OF ROTARY PROBE SAMPLER AND DIRTY PITOT TUBE KIT			
		<p style="text-align: right;">Part-A</p> <p>1.0 GENERAL:</p> <p>This specification is intended</p> <p>1.1 To evaluate the Qualified Bidders technically and commercially for procurement of Multi Point Rotary Probe (Product Specification No.BA53040) and Dirty Pitot Tube (Product Specification No.BA53026) used for the purpose of Pulverised Fuel Sampling at the Pulveriser outlet as per ISO9931 standard.</p> <p>1.2 The Bidder to refer to the Technical Specification Document No.'s BA53040 for the Multi Point Rotary Probe and BA53026 for the Dirty Pitot Tube.</p> <p>2.0 QUALIFYING REQUIREMENTS</p> <p>2.1 The bidder shall be Original Equipment Manufacturer. The Bidder should be manufacturing these items at their principal works.</p> <p>2.2 The bidder should have proven design according to the sampling norm ISO 9931 and produced similar items for more than 10 years. The bidder should have been regularly supplying these items to Coal fired Thermal Power Plant for Pulverised Fuel sampling of Pulverisers. The supplier should submit the reference list for the last 10 years for supply to Thermal Power Stations. Any such supplies made to Coal fired Thermal Power Plants in India in the last 5 years may preferably be informed.</p> <p>2.3 The bidder should have manufactured and supplied more than 100 nos. of Multi Point Rotary Probes and Dirty Pitot Tube kits for Thermal Power Stations. Minimum two customer satisfaction certificates from end user shall be submitted.</p> <p>2.4 Customer (final user) approval of the technically qualified Bidder is an essential requirement before price bid opening. BHEL will co-ordinate with customers for the same. However, the Bidder has to prove his credentials with the customer and get their approval.</p> <p>2.5 The Bidder shall duly fill up the "Statement of compliance" (Part-D) and submit along with Bid offer documents.</p>			
Revisions: Refer to record of revisions:		Prepared: S.G	Approved: MVRM	Date: 26.07.13	

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<div><div>COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.</div><div><h3>3.0 PATENTS</h3><p>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.</p><h3>4.0 ARBITRATION</h3><h4>4.1 <u>Applicable Law:</u></h4><p>This agreement is shall be construed and interpreted in accordance with the laws of England and shall have exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.</p><h4>4.2 <u>ARBITRATION:</u></h4><p>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. 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, Andhra Pradesh.</p><h3>5.0 INSTALLATION AND COMMISSIONING:</h3><h4>5.1</h4><p>Tender to include recommended spare parts for 2 years operation.</p><h4>5.2</h4><p>Operation and maintenance manual to be included in all supplies.</p><h4>5.3</h4><p>The bidder shall express their willingness assist BHEL during commissioning, problem solving and training of end-users personnel at their Power Stations. The Bidder to quote separately the prices for the same.</p><h3>6.0 CATALOGUES FOR VENDOR ITEMS.</h3><p>Technical specification along with vendor catalogues shall be furnished.</p></div></div>						

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7.0 AGENTS

7.1 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.

7.2 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.

7.3 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.


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


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

7.6 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.

7.7 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/ retainership being paid by the principal to the agent before the placement of order by BHEL.

7.8 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.

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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.		<p>7.9 Tenderers of Foreign nationality shall furnish the following details in their offers:</p> <p>7.9.1 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.</p> <p>7.9.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.</p> <p>7.9.3 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.</p> <p>7.10 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 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.</p> <p>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.</p> <p>7.11 The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal.</p> <p>7.12 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.</p> <p>7.13 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.</p> <p>7.14 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.</p>				

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8.0 BACK UP GUARANTEES AND VETTING:

8.1 The successful bidder shall have to guarantee to BHEL the performance and reliability of the products when they are manufactured in strict conformity with the confidential proprietary information disclosed to BHEL.


8.2 All deviations from the specifications, drawings, methods and standards will be reported in writing to the successful bidder for approval. The supplier must reply to these requests within reasonable time. Non-reported and / or non approved deviations will exempt the successful bidder of any kind of responsibility.

9.0 QUALITY CONTROL AND DOCUMENTATION

9.1 Manufacturing quality plan shall be provided for approval.

10.0 BUSINESS SCENARIO

BHEL has orders/ expected orders of 42 nos. of Multi Point Rotary Probe and 84 nos. of Dirty Pitot Tube Kits to be delivered in next two years from today. (28 nos. of Multi Point Rotary Probe & 56 nos. of Dirty Pitot Tube Kits in 2013-14 and 14 nos. of Multi Point Rotary Probe & 28 nos. of Dirty Pitot Tube Kits in 2014-15)

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Part-B

1. ROTARY PROBE SAMPLER AND DIRTY PITOT TUBE KIT MANUFACTURING FACILITIES, ASSEMBLY & TESTING FACILITIES DETAILS.


Sl. No.	Type of Machines	Quantities	Make	Date of Installation	Distinct Features

1. Based on the installed machines and total production capacity of Multi Point Rotary Probes and Dirty Pitot Tube in the Factory should be informed as follows:

- 1) Multi Point Rotary Probes and Dirty Pitot Tube sets of internal parts manufacturing and
- 2) Multi Point Rotary Probes and Dirty Pitot Tube assembly, planning details are to be submitted to BHEL. This is to give confidence that required quantities can be manufactured by the bidder, to meet BHEL requirements.

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<div style="text-align: center;"> Part-C </div> <p>1. REFERENCE LIST OF MULTI POINT ROTARY PROBE AND DIRTY PITOT TUBE MANUFACTURED AND SUPPLIED.</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Type of Instrument</th> <th>Customer</th> <th>End-user Power Station in India</th> <th>Date of Manufacture</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>1. The references should be only for Multi Point Rotary Probes and Dirty Pitot Tube used in Coal fired Thermal Power Stations in India. Do not include other types/ models.</p>								Sl.No.	Type of Instrument	Customer	End-user Power Station in India	Date of Manufacture	Qty.						
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Part-D


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 BA53040 Rev.03

CLAUSE NO.	CONFIRMATION YES/ NO	REMARKS.
1.0		
2.0		
3.0		
4.0		
5.0		
6.0		
7.0		
8.0		
9.0		
10.0		
11.0		
12.0		

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STATEMENT OF TECHNICAL COMPLIANCE

FOR BA53026 Rev.02

CLAUSE NO.	CONFIRMATION YES/ NO	REMARKS.
1.0		
2.0		
3.0		
4.0		
5.0		
6.0		
7.0		
8.0		
9.0		
10.0		
11.0		
12.0		

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STATEMENT OF QUALIFYING REQUIREMENTS COMPLIANCE

FOR BA55097 Rev.00

FOR PART A

CLAUSE NO.	CONFIRMATION YES/ NO	REMARKS.
1.1		
1.2		
2.1		
2.2		
2.3		
2.4		
2.5		
3.0		
4.1		
4.2		
5.1		
5.2		
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9.1		

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						10.0											
						Part-B											
						Part-C											

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