

106-1 Rev No. 5 Form No.		PRODUCT STANDARD PULVERISERS HYDERABAD		Product STD no.	BA89025					
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<u>SPECIFICATION FOR QUALIFICATION FOR PROCUREMENT OF</u> <u>MILL CIRCUIT PUMP</u> Part-A 1.0 GENERAL: This specification is intended to evaluate the Qualified Bidders technically and commercially for procurement of Mill Circuit Pump in Wet Ball Milling System. The Bidder shall refer to the Technical Specification Document No.BA89001 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 should have manufactured and supplied Mill Circuit Pump of same or higher capacity for a wet ball milling system used in either Flue Gas Desulfurization plant or any other similar application and should be successfully working in at least minimum two different sites for at least 1 year prior to the date of techno commercial bid opening. Accordingly, necessary satisfactory performance certificates shall be submitted by the bidder. The evidences shall be submitted in the following format. <table border="1" style="width: 100%; text-align: center;"> <tr> <th>Name of the site</th> <th>Application</th> <th>Slurry characteristics</th> <th>Mill circuit pump capacity</th> <th>Date of supply</th> </tr> </table> Traders / stockiest / mediators are not allowed to quote. Only manufacturers who are having relevant facilities, proven process and experience will be considered for the supply. 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						Name of the site	Application	Slurry characteristics	Mill circuit pump capacity	Date of supply
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REVISION See record notes of revision		PREPARED BY K PAVAN KUMAR		APPROVED BY AMAN						
				DATE 23.05.2020						

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			4.0 ARBITRATION			
			4.1 <u>Applicable Law:</u> 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 <u>ARBITRATION:</u> 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.			
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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.		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 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.				
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----- Part-B <u>MILL CIRCUIT PUMP FOR WET BALL MILLING SYSTEM</u> – Machining , assembly & testing facilities details.		<table border="1"> <thead> <tr> <th>Sl. No</th> <th>Type of Machines</th> <th>Quantity</th> <th>Make</th> <th>Size</th> <th>Date of Installation</th> <th>Distinct Features</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Sl. No	Type of Machines	Quantity	Make	Size	Date of Installation	Distinct Features							
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Part-C <u>STATEMENT OF COMPLIANCE</u> The vendor shall complete the following statement of compliance without which the offer will not be considered for evaluation: <u>STATEMENT OF TECHNICAL COMPLIANCE</u> <u>FOR BA89001 Rev-00</u> <table border="1"> <thead> <tr> <th>CLAUSE NO.</th> <th>CONFIRMATION YES/ NO</th> <th>REMARKS.</th> </tr> </thead> <tbody> <tr><td>1.0</td><td></td><td></td></tr> <tr><td>2.0</td><td></td><td></td></tr> <tr><td>3.0</td><td></td><td></td></tr> <tr><td>4.0</td><td></td><td></td></tr> <tr><td>5.0</td><td></td><td></td></tr> <tr><td>6.0</td><td></td><td></td></tr> <tr><td>7.0</td><td></td><td></td></tr> <tr><td>8.0</td><td></td><td></td></tr> <tr><td>9.0</td><td></td><td></td></tr> <tr><td>10.0</td><td></td><td></td></tr> <tr><td>11.0</td><td></td><td></td></tr> </tbody> </table>							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		
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