




TD-106-1 Rev No. 5	Form No. 	PRODUCT STANDARD PULVERISERS HYDERABAD		Product STD no Rev No. 00 Page 1 of 10	BA 55098
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 align="center"><u>SPECIFICATION FOR QUALIFICATION AND MEMORANDUM OF UNDERSTANDING (MOU) REQUIREMENTS FOR PROCUREMENT OF PLANETARY GEAR BOXES AND THEIR COMPONENTS</u></p> <p>1.0 GENERAL:</p> <p>1.1 This specification is intended</p> <p>1.1.1 To evaluate the Bidders technically and commercially for procurement of Planetary Gear Boxes and their Components.</p> <p>1.1.2 To enter into an MOU for establishing manufacturing and testing of Planetary gear box and lubrication system at BHEL by procuring critical sub-assemblies/ components (items 3 to 10 and items 23 to 30 of BA55099) and manufacturing remaining components at BHEL. The lubrication system for these gear Boxes will be manufactured by/through BHEL.</p> <p>1.1.3 To enter into a Rate Contract for the supply of internal components of these Gear Boxes for a specified period.</p> <p>1.2 The Bidder to refer to the Technical Specification Document No.BA55099 for the Planetary Gearbox for HP Bowl Mills MOU and Rate Contract.</p> <p>1.3 The bidders shall clearly indicate the expression of interest for transfer of technology and entering into rate contract. The prices of the components should include transfer of Technology, documentation and technical assistance etc. for manufacturing of the planetary gearboxes at BHEL.</p> <p>2.0 QUALIFYING REQUIREMENTS</p> <p>The Gear Boxes concerned are for HP 1103 (800KW) to HP 1203 (1010KW) type mills (vertical spindle mills in the capacity range of 90 to 125 Tons/ hour).</p> <p>Even if not specifically mentioned, the qualifying requirements spelt out in this document and this clause refers to the range of the Planetary Gear Boxes (application, input and output speeds and power) referred to in this specification (BA55098) and its accompanying specification (BA55099). Any document relating to any other types or capacity of gearboxes will be treated as extraneous.</p> <p>For qualification experience purpose,</p> <ul style="list-style-type: none"> the gearboxes reference list provided must have the RPMs $\pm 10\%$ of the specified RPM and the required power ie the Gear boxes should range from 800KW at 31 to 37 RPM to 1010 KW @27 to 34 RPM at output. The output power to be equal or more than the value specified above. <p>All the Gear Boxes for which the references are provided should be working in Coal fired Thermal Power stations. Gear Boxes manufactured/ supplied for any other application will be treated as nihil ad rem.</p>			
		FOR REVISIONS REFER TO RECORD OF REVISIONS		<u>PREPARED BY</u> AMAN SURIN	<u>CHECKED BY</u> S.GHATGE

TD-106-1 Rev No. 5		Form No.		<div><div>बी एच ई एल</div><div></div></div>		<div>PRODUCT STANDARD</div> <div>PULVERISERS</div> <div>HYDERABAD</div>		<div>Product</div> <div>STD no</div> <div>BA 55098</div>	
						<div>Rev No. 00</div>			
						<div>Page 2 of 10</div>			
<div><div><div>COPYRIGHT AND CONFIDENTIAL</div><div>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><div><div>2.1</div><div>Planetary Gear box bidder shall be</div><div><div><div>• Original Designer of the Planetary Gearbox and the corresponding Gears and</div><div>• Regular manufacturer of these types of gear boxes and</div><div>• Regular manufacturer of the complete set of Gear Internals of these types of Gear Boxes.</div></div><div>The Bidder should be manufacturing these items at their principal works or any other location fully owned by the bidder. (Details of machineries and reference list are to be submitted).</div></div><div><div>2.2</div><div>For the thrust pad assembly, the Bidder may have an established vendor, who manufactures the thrust pad bearings procured and proven by the Bidder in their Planetary Gearboxes of the same/similar rating as specified. Details of vendor(s) to be furnished.</div></div><div><div>2.3</div><div>The bidder should have proven design and in operation Planetary Gear Boxes in the range of power transmission (ie output Power & RPM) as specified. The supplier should submit the reference list only for the above range for vertical coal mills applications in Thermal power Stations.</div></div><div><div>2.4</div><div>The planetary gear box design shall ensure that there is no ingress of coal dust into gear box under all conditions of operation as specified in BA55099. The gear box shall be designed for trouble free operation of not less than 100000 standard hours. The necessary calculations and the safety factors considered to be provided along with the technical bid.</div></div><div><div>2.5</div><div>The bidder should have manufactured and supplied more than 100 planetary gear boxes with their own complete set of internals in the specified range. (For same or similar application).</div></div><div><div>2.6</div><div>The Bidder should be willing to transfer manufacturing technology and enter into MOU, as specified in the Technical specification document, with BHEL for the period specified.</div></div><div><div>2.7</div><div>The bidder should have fully established service centres in India, preferably at four zones (North, East, South and West), in the metropolitan cities of these zones.</div></div><div><div>2.8</div><div>The service personnel should be trained at their principal's works in for the service and troubleshooting of the Gear Boxes.</div></div><div><div>2.9</div><div>The service centres should have the necessary instruments and expertise to identify the faults in the gear box. The faults identifiable should not be limited to only the gears but must encompass other components of the Gear Box too.</div></div><div><div>2.10</div><div>The prospective bidder must agree to depute their personnel on emergency basis along with the necessary instruments, as required, to the ultimate customer's premises (Power stations) for troubleshooting purpose along with BHEL's personnel.</div></div><div><div>2.11</div><div>Customer (end 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.</div></div><div><div>3.0</div><div>MEMORANDUM OF UNDERSTANDING (MOU) REQUIREMENTS:</div></div><div><div>3.1</div><div>The successful bidder shall extend technical assistance by deputing their concerned experts in the areas of engineering, manufacturing, quality control and testing to identify the facilities required for manufacturing and testing at BHEL.</div></div></div></div>									

TD-106-1 Rev No. 5	Form No.		<h2 style="text-align: center;">PRODUCT STANDARD</h2> <h3 style="text-align: center;">PULVERISERS</h3> <h3 style="text-align: center;">HYDERABAD</h3>	Product STD no	BA 55098
			Rev No. 00		
			Page 3 of 10		

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.

3.2 The duration of the MOU and rate contract will be as specified in clause 6.0

3.3 Successful bidder shall agree to offer the services of their expert personnel to the extent of 50 man days free of cost to BHEL or to the location of Planetary gear box to help BHEL in establishing manufacturing and resolving site problems. BHEL will provide local accommodation & transport free of cost to the personnel deputed under this clause.

3.4 Successful bidder shall agree to impart necessary training to BHEL Engineers deputed to their works limiting to 50 man days in the area of Engineering, manufacturing, quality control, assembly testing and trouble shooting, free of cost. BHEL will bear the expenses for the travel, Lodging and boarding.

3.5 The successful bidder shall provide all the clarifications on various aspects of the products as and when referred during MOU period.

3.6 The scope of technical assistance is listed out at Clause no. 7.0

3.7 During the tenure of MOU, the Bidder shall also transfer any improvement and modification carried out by them to BHEL.

3.8 At the end of the MOU the drawings and technology transferred will be the property of BHEL.

4.0 RIGHTS OF BHEL:

4.1 RIGHTS TO MANUFACTURE AND SELL.

4.1.1 The Successful bidder should grant to BHEL a non-transferable, Exclusive right to Manufacture, sell, repair and service the Products and Components in India and/or export orders as a part of BHEL Bowl Mills.

4.1.2 After expiry of MOU, BHEL should be free to supply planetary gear boxes as a part of Bowl Mills.


4.2 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.

4.3 ARBITRATION.

4.3.1 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, Andhra Pradesh.

4.3.2 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. 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.

TD-106-1 Rev No. 5	Form No.		<h2 style="text-align: center;">PRODUCT STANDARD</h2> <h3 style="text-align: center;">PULVERISERS</h3> <h3 style="text-align: center;">HYDERABAD</h3>	Product STD no	BA 55098
				Rev No. 00	
				Page 4 of 10	

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.

5.0 BACK UP GUARANTEES AND VETTING:

5.1 The successful bidder shall have to guarantee to BHEL on their share of the planetary gear box the DESIGN, MANUFACTURE AND PERFORMANCE and also any additional requests as required by BHEL's customers for the planetary gear box.

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

5.3 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 unapproved deviations will exempt the successful bidder of any kind of responsibility.

5.4 The successful bidder shall have to provide necessary assistance for vetting of BHEL's design/ drawing etc.

6.0 PERIOD OF MOU, RATE CONTRACT AND TERMINATION:

6.1 The memorandum of understanding will be in force concurrently with the rate contract. MOU can be extended along with the rate contract on terms to be mutually agreed upon.

6.2 Initially MOU period will be of 5 years and rate contract of 3 years.

6.3 The Rate Contract can be extended for a further period of 2 years on mutual agreement within the initial MOU period.

6.4 Termination will be on mutual discussion & agreement.

7.0 SCOPE OF 'TECHNICAL ASSISTANCE'

NOTE:

- All documents/ correspondence should be in English language only. All the drawings should be in Autocad Format.
- These documents should be provided to BHEL within one month of the first order of Stage-II unless it is to be supplied earlier as part of Stage-I documentation.
- Supplier must to agree to provide any other document/information that BHEL finds necessary towards complete realisation of the agreement as per this MOU.
- The materials used in the manufacturing of the Gear Box must be specified with relevant or equivalent ISO/DIN/ASTM/Indian Standard. In case BHEL requires any alternate material/ design feature, the MOU partner must agree to provide the same.

7.1 ENGINEERING DOCUMENTS:


The successful bidder shall provide

7.1.1 All engineering documentation to enable BHEL to manufacture planetary gear boxes (The schedule for the documentation is at Clause no. 8.0).

7.1.2 All the manufacturing drawings should be in metricized form, in one hard and one soft copy, in CD ROM, including part drawings, assembly drawings etc.

7.1.3 AutoCAD drawings for the components to be manufactured and fabricated at BHEL.

7.1.4 Bill of materials, listing of raw materials, castings, forgings, purchased components, manufactured and subcontracted components with material (including special test requirements if any), sources and address of sub-suppliers.

TD-106-1 Rev No. 5	Form No.		<h2 style="text-align: center;">PRODUCT STANDARD</h2> <h3 style="text-align: center;">PULVERISERS</h3> <h3 style="text-align: center;">HYDERABAD</h3>	Product STD no	BA 55098
				Rev No. 00	
				Page 5 of 10	

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.

7.1.5 Drawings and specifications of instruments, jigs and fixtures, tools and indirect materials etc. required for manufacture, erection, commissioning, servicing etc.

7.1.6 Site erection & commissioning, Operation & Maintenance manuals.

7.2 MANUFACTURING / TECHNOLOGY DOCUMENTATION

7.2.1 Facilities required for manufacturing, process for each manufactured part from preparation stage, facilities required, and manufacturing time.

7.2.2 Details of heat treatment/ other special processes.

7.2.3 Process for assembly.

7.3 QUALITY CONTROL AND DOCUMENTATION

7.3.1 Quality tests required for checking incoming materials, inspection checks during manufacture including Assembly.

7.3.2 Technical requirements for castings/ forgings/ other parts manufactured in accordance with sellers drawings.

7.3.3 Test procedures like ultrasonic test, magnetic crack test, X-ray/ Radiographic test, die penetration tests etc. for materials.

7.3.4 Standards/ tolerance tables for dimensional checks, assembly etc.

7.3.5 Manufacturing quality plan.

7.4 TESTING DOCUMENTATION:

7.4.1 Standards for Test

7.4.2 Detailed description of tests to be carried out.

7.4.3 List of facilities/ layout for testing.

7.5 INSTALLATION AND COMMISSIONING:

7.5.1 Procedure/ checklist for installation and commissioning

7.5.2 List for recommended spare parts for 2 years operation with prices.

7.5.3 Operation and maintenance manual.


7.6 CATALOGUES FOR VENDOR ITEMS.
Technical specification along with vendor catalogues shall be furnished.

8.0 STAGES OF TECHNICAL ASSISTANCE:
The MOU will be operated in three distinct stages

8.1 STAGE-I
The Fully assembled Gear Boxes will be procured from the Bidder's works. This will be usually for mills corresponding to one Boiler (between 7 to 10 gear boxes).
The complete details of Lubrication System must be provided to BHEL within one month of firm Purchase order placement for BHEL to synchronise the supply of the Lubrication system with the gear box supply.

DOCUMENTATION
The following documents are to be submitted within one month of the placement of the first firm order for the specific type of Gear Box.

- Sub-assembly and general assembly drawings
- Ordering drawings for components with material specification.
- Lube oil System manufacturing drawing.

TD-106-1 Rev No. 5	Form No.		<p style="text-align: center;">PRODUCT STANDARD PULVERISERS HYDERABAD</p>	Product STD no	BA 55098
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.					Rev No. 00
					Page 6 of 10

- Detailed specifications, Drawings and data sheets for all the bought-out components to be used in the Lube oil system (Pump, Motor, Filter, Cooler, valves etc.).
 - Lube oil system scheme drawing
 - Lube oil system C&I drawing
 - Lubrication system GA drawing
 - Technological Process.
 - Inspection and test plans, procedures, log sheets and check lists for components and assemblies with acceptable levels/ Standards.
 - Specification of Oils/ Greases and other consumables.
 - Specification of testing and Quality check equipment.
 - Testing Procedures- Acceptable levels/ Standards and the details of the facilities and equipment / instruments required for testing. The vendor should give the details of all the software and hardware necessary. In case any proprietary software is necessary for the testing, the bidder has to agree to provide it to BHEL as a part of the agreement or recommend alternate software(s) that is available in the market.
- NOTE:** All documents/ correspondence should be in English language only. All the drawings should be in Autocad Format.

8.2 STAGE-II

The Gear Boxes will be procured as completely knocked down condition from the Bidder's works. These will be assembled and tested under guidance from the winning bidder. In this case the winning bidder is expected to provide the technical as well as manpower (supervisory) support. This too will usually be for mills corresponding to one Boiler (between 7 to 10 gear boxes)

DOCUMENTATION

The following documents are to be submitted within one month of the placement of the first firm order for the specific type of Gear Box.

- Component Drawings, Shaft Forging and Casting drawings.
- Material specifications with Heat treatment details.
- Purchase specifications for vendor items and their sources
- Inspection and test plans, procedures, log sheets and check lists for individual components.
- Design Criteria for accepting alternative material/ Deviations, acceptable stress levels and other working criteria on case-to-case basis.
- Specification of Material of Tools and source
- Details of experience with respect to manufacturing problems, site problems and the recommendations.
- Certification of completeness of supply of the documentation.


NOTE: All documents/ correspondence should be in English language only. All the drawings should be in Autocad Format.


8.3 STAGE-III

The Gear Box and its components (except the identified internals) would be manufactured at BHEL. All the necessary technical support will be provided by the partner as and when asked for by BHEL. This will be the major stage of the cooperation between BHEL and its partner which would amount to 90% or more of the business.

The above three stages will be repeated for each distinct model of gear boxes ie for once for HP1103 and once for HP1203.

However the bidders must note that the Guarantee and vetting of the product in line with clause 5.0 would be applicable for the gear boxes of all the three stages.

TD-106-1 Rev No. 5		Form No.		<div><div>बी एच ई एल</div><div></div></div>		PRODUCT STANDARD PULVERISERS HYDERABAD		Product STD no		BA 55098	
								Rev No.		00	
								Page 7 of 10			
<div><div><div>COPYRIGHT AND CONFIDENTIAL</div><div>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><div><div>9.0 BUSINESS SCENARIO</div><div><div><div>9.1</div><div>BHEL has orders/ expected orders of 80 nos. of Bowl Mills with Planetary Gear boxes, of the sizes referred to in this specification, to be delivered in next two years. (40 nos. in 2014- 15 and 40 nos. in 2015-16.)</div></div><div><div>The approximate projection for next 5 years for Planetary Gear boxes is:</div><div><div>• HP 1103 Mills with Dynamic classifier - 100 nos./Year</div><div>• HP 1203 Mills - 50 nos./Year</div></div></div><div><div>9.2</div><div>The quantities mentioned above are indicative only. Depending on the project, either complete gearbox will be imported or only the complete set of internals will be procured. The complete Gear Box / Lubrication system procurement will be maximum 10% of the above projection; while 90% or more will be for the complete set of internals of the gearboxes.</div></div><div><div>9.3</div><div>Bidder to confirm their ability to cater to the above mentioned requirements of BHEL within stipulated delivery of 5 to 6 months for complete Planetary Gearbox assembly.</div></div><div><div>9.4</div><div>Based on the above projection, bidder is expected to deliver approx. 10-12 nos. of Planetary Gear Box internals per month. Normally expected delivery will be 5 to 6 months from the date of placement of Purchase Order by BHEL.</div></div></div><div><div>10.0 ACCEPTANCE TO FURNISH DATA ON CONFIRMATION AS SUCCESSFUL BIDDER</div><div><div><div>10.1</div><div>Dimensional drawing of gear box base plate, foundation bolts, keys and lubrication system with piping routing with terminal points. Gear data sheets as per relevant standard should be submitted.</div></div><div><div>10.2</div><div>Efficiency of gear box at 100%, 75%, 50% and 25% load.</div></div><div><div>10.3</div><div>Material used for different parts of the Gear Box (including gear wheel, pinion, casing, shafts etc.)</div></div><div><div>10.4</div><div>Design calculation of gear sizing, pitch circle diameter, service factor, specific tooth load, bearing life etc.</div></div><div><div>10.5</div><div>Gear accuracy class for each type of gears.</div></div><div><div>10.6</div><div>The design calculations for lubrication system with details of pump selection, motor selection, filter design, heat transfer, cooler design etc.</div></div><div><div>10.7</div><div>Details about the type, make, flow rate delivery, pressure, RPM etc. of pump.</div></div><div><div>10.8</div><div>Coolers details with heat load, flow rate, inlet water temperature, inlet oil temperature, outlet oil temperature shall be furnished.</div></div><div><div>10.9</div><div>Approximate oil capacity required for respective gearbox lubrication.</div></div><div><div>10.10</div><div>Inspection procedures, quality plan and test procedures, painting and packing details.</div></div></div><div><div>11.0 AGENTS</div><div><div><div>11.1</div><div>BHEL shall deal directly with the Original Planetary Gearbox Designer and 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.</div></div><div><div>11.2</div><div>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.</div></div><div><div>11.3</div><div>The agency agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the</div></div></div></div></div></div></div>											

TD-106-1 Rev No. 5	Form No.		<h2 style="text-align: center;">PRODUCT STANDARD</h2> <h3 style="text-align: center;">PULVERISERS</h3> <h3 style="text-align: center;">HYDERABAD</h3>	Product STD no	BA 55098
				Rev No. 00	
				Page 8 of 10	

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.

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.

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

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

11.6 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.

11.7 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 being paid by the principal to the agent before the placement of order by BHEL.

11.8 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.

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

11.9.1 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.

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


11.9.3 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.

11.10 Tenderers of Indian Nationality shall furnish the following details in their offers:

11.10.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish 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.

11.10.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.

11.10.3 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.

TD-106-1 Rev No. 5	Form No.		<h2 style="text-align: center;">PRODUCT STANDARD</h2> <h3 style="text-align: center;">PULVERISERS</h3> <h3 style="text-align: center;">HYDERABAD</h3>	Product STD no	BA 55098
			Rev No. 00		
			Page 9 of 10		

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.

11.10.4 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.

11.10.5 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 The qualification would be of the Principal and the Principal would be a party to the agreement. This is to ensure that during the contract period in case there is any change of relationship between the agent and the principal, it doesn't affect the tender evaluation either in technical or in commercial way and the status is maintained throughout the tenure of the contract.

11.17 All the supplies made throughout the validity of the contract, either directly or through the authorized agent, will be sourced exclusively from the qualified Principal from the works it has been qualified for.



PRODUCT STANDARD
PULVERISERS
HYDERABAD

Product	
STD no	

BA 55098

Rev No. 00

Page 10 of 10

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.

[illegible]