

BHARAT HEAVY ELECTRICALS LIMITED

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)

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ENQUIRY

Date 26-07-2017

To

OFFICE COPY

Enquiry for ALUMINIUM ALLOY (HE30) PLATE

Enquiry No:271700681 Enquiry Date: 26-07-2017 Due Date: 17-08-2017 Indicative Delivery Date: 28-12-2017

Sl.No	Item Description	Unit	Qty
1	Aluminium Alloy (HE30) plate of size 2400mm x 1220mm x 32mm (L x W x T) as per the technical specifications enclosed.	NO	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Sl.No Vendor Name and code

1

Nishanth Polumahanthi Sr Engineer nishanth@bhelrnd.co.in



ENQUIRY & QUALIFYING CRITERIA

Volume - 1 Enquiry No 271700681

		[
1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Aluminium Alloy (HE30) plate of size 2400mm x 1220mm x 32mm (L x W x T) as per the technical specifications enclosed 1 NO
3	Enquiry Reference no.	271700681
4	Indicative Delivery Date	28-12-2017
5	Due date, Time and place for submission of tender	17-08-2017 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 17-08-2017, 2 PM
7	Mode of Submission of Tender	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE,JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'eoffers@bhelrnd.co.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall c



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1 Enquiry No 271700681

SL.No.	Clause	BHEL REQUIREMENT
1	General	a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection. b. We, BHEL R&D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 & Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison. c. Taxes & Duties quoted will be taken for evaluation of landed cost & order placement and no change will be entertained later except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account. d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change. e. BHEL R&D do not issue 'C' form . f. L1 status shall be decided on Cost to BHEL Basis.
2	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
Descrepancy in words and figures Descrepancy in words and figures Descrepancy in words and figures (c). I amount prevail (d) If upto		(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
4	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
5	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
6	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
7	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss,incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.

10	Banned List	The offers of the bidders who are in the banned list and 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. Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13 Destination Foreign Vendors: 1) BHEL 1		Indian Vendors: Destination shall be Stores,BHEL R&D, Vikasnagar, Hyderabad-500093. Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments and 2) BHEL R&D, Hyderabad, India for air consignments.
14	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
15	Inspection	On receipt, the goods shall be subjected to inspection and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
16	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
		Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1 Enquiry No 271700681

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Two part	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE,JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'coffers@bhelmd.co.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.	
2	Validity of 190 days from date of techno commercial hid opening		
3	Price basis	The prices shall be firm for entire period of contract. The suppliers shall indicate packing and forwarding charges, if any, separately. All foreign suppliers shall quote the lowest prices on a) 'FOB-Nearest International Gateway Airport for Air consignments. BHEL shall organize shipment through our authorized freight forwarder from gateway Airport. An amount of 2% on basic value towards freight and 1% on basic value towards insurance will be added for cost comparison. b)CFR-Mumbai/Nhava sheva seaport for sea consignments. An amount of Insurance @1% (Supplier's seaport to BHEL R&D Stores, Hyderabad)+ local transport charges (Mumbai/Nhavasheva Seaport to BHEL R&D Stores, Hyderabad) based on weight/dimensions furnished by the supplier in the tender shall be added for landed cost evaluation. All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only.	
4	LD Clause	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penality of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. In case of non acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed Loading Factors' sheet).	
	Payment	a) For Indian Offers: BHEL standard payment term is "100% payment along with taxes by EFT/RTGS within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors' sheet which is enclosed to this enquiry. b) For Foreign Offers: BHEL standard payment term is "100% Invoice value by wire transfer within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". For other payment terms there will be	

5	delay in submission of invoices or any other reasons attributable to vendor/contractors, liability towards loss of such credit would be passed on to contractor/vendor.		
6	Freight & Insurance	Insurance will be arranged by BHEL in case of FOB basis supplies. In such cases ,an amount of 3% towards freight and insurance will be added for cost comparison.	
Guidelines regarding dealing with Indian agents of foreign suppliers 1. BHEL shall deal directly with foreign vendors, whereever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of 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 and services to be rendered by Indian agent / associate, whether general in nature or in relation to the particular contract, must clearly be stated by the foreign supplier / Indian Agent. Any payment, which the Indian agent / associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country. 4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency. 5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.			
agreement copy to be enclosed along with technical bid to consider the offer. FOR INDIAN SUPPLIES: Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shad one of the following delivery periods compulsorily. 1) Delivery Period from date of Purchase order		Suppliers are requested to quote within the delivery date mentioned in the enquiry. They shall also mention one of the following delivery periods compulsorily. 1) Delivery Period from date of Purchase order ===================================	
9	Nature of Vendor	Pl. mention any other issues/constraints like export clearance etc. explicitly, if any ===================================	
	vendor submitting	Any Other (Pl. Specify)	

	the Offer		
10	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.	
11	Foreign Principal availing services of an Indian Agent	Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *) To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period	
12	Indian Agent desirous of quoting imported Equipment	Any Indian Agent desirous of quoting imported Equipment, they should submit the quote in foreign currency along with copy of agency agreement (as per *). To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees. * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period	
13	Indian Vendor Offering fully imported Equipment	To be quoted in Foreign Currency. Purchase order will be placed on Foreign Supplier. As BHEL R&D is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption, BHEL desires to import the equipment from foreign supplier with concessional custom duty. In case if it is not possible to quote in foreign currency for imported items, Indian Vendor may quote through Highsea sale (HSS)in INR with Order placement on Indian vendor. If HSS is not acceptable, reasons for the same to be mentioned	

<u>Note</u>: All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

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Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises. Main points which are mentioned in the above Policy are as follows: 1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 20 percent of total tendered value provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate. 2) In case that two or more MSEs are within the L1 +15% band, all	
such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. 3) Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs. 4)In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 16% with other non-SC/ST MSE bidders. 5) Up to 4% of the tendered quantity shall be procured from MSE's owned by SC/ST's at L1 price. Failure to participate by any MSE owned by SC/ST's this quantity shall be procured from other MSEs. 6) Above preferences are for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit. 7)MSE bidders must submit registration certificates from bodies specified by the Ministry of MSME. 8)SC/ST owned enterprises(i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership / Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following: District/Additional District Magistrate / Collector/Deputy Commissioner/Additional Deputy Commissioner/ Young the Additional Deputy Commissioner of Deputy Collector/Ist Class Stipendiary • Magistrate/Executive Magistrate/Extra Assistant Commissioner of Chief Presidency magistrate / Presidency Magistrate / Executive Magistrate/Extra Assistant Commissioner of Chief Presidency magistrate / Presidency Magistrate / Executive Magistrate/Extra Assistant Commissioner of Order. A self- attested photocopy of the relevant certificate shall be submitted as a support document. b. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document. b. The registration must be for the items/category of items/services relevant to the tendered items/category of items/se	

2	Regarding Concessional Regarding Concessional evaluating landed cost calculation. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. However, all suppliers have to accept Concessional duties in case if the same is available to BHEL at dispatch.		
3	Details required	IT Permanent Account No.(PAN), GSTIN Registration Status, Tax type:CGST/SGST/IGST/UGST, GSTIN No, Issuance Date: Provisional/Final Registration, Name of the Contact Person, Contact Phone / Mobile, Email id for correspondence Address with PIN code and State	
4	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries		
5	These items are being imported without any license under "Foreign Trade Policy 20152020", Export-Imp Policy of India, General Provisions regarding Import and Exports		
6	1)Submission of GST Registration details along offer is required for consideration of the Offer. 2) Kindly provide the HSN code and the breakup of the tariff / taxes (CGST / SGST / IGST / UGST) based on from and to locations with individual components. 3. Concessional taxes/duties, if any, available to BHEL as on date of price bid opening shall be taken into account for evaluating landed cost. 4. Hence all offers shall be evaluated at available concessional rates of, if any, on or before opening of price bid date or otherwise it shall be		
7	Packing charges & Freight & Insurance charges	Kindly mention the packing charges (if any) & Freight & insurance charges (if any) in terms of % percentage of basic cost	



ITEM SPECIFICATIONS

Volume - 2 Enquiry NO 271700681

ALUMINIUM ALLOY (HE30) PLATE

SL.No.	No. Item			
1	Alumi	nium Alloy (HE30) plate of size 2400n	nm x 1220mm x 32mm (L x W x T) as pe	er the technical specifications enclosed.
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1.	Size of the Aluminium alloy plate	2400mm x 1220mm x 32mm (L x W x T)	
	2.	Grade & Mechnical properties	HE30 grade alloy with the following mechanical properties to be supplied. a) Tensile strength - 275-300MPa. b) Brinell Hardness - 84-91 HB c) Elongation - 6-9% d) 0.2 percent Proof Stress - 240-255N/sq.mm	
	3.	Electrical conductivity at 20DegC (Minimum)	45% IACS	
	4.	Test Certificates	The material test certificates obtained from NABL Accredited Labs for Chemical and mechanical properties of the material should be submitted along with the supply.	
		E&C and Warranty	E&C Charges Shall be quoted separately if the scope of supply/enquiry requires erection and commissioning. All supplied items to be provided with warranty for 12 months from the date of receipt at our stores if scope of enquiry is supply only. In case of items involving erection and commissioning, supplier shall provide warranty for 18 months from date of receipt at our stores or 12 months from the date of completion of erection and commisssioning whichever is earlier.	

^{*} Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



$NOTE: IN\ CASE\ OF\ DEVIATION\ TO\ BHEL\ TENDER\ SPECIFIED\ TERMS, LOADING\ FACTOR\ INDICATED\ IN\ FOLLOWING\ TABLE\ WILL\ BE\ APPLIED\ TO\ QUOTED\ PRICE\ WHILE\ EVALUATING\ THE\ LOWEST\ QUOTE$

	A. FOR INDIGENOUS PURCHASES						
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS		
		PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	SAME	NIL		
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH		
	SUPPLY OF EQUIPMENT			FULL ADVANCE PAYMENT WITH BANK GUARANTEE	LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH		
A.1				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH		
				PART ADVANCE (X%)PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH		
				SAME	NIL		
	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	MENT DING ION AND PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL		
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH		
				10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH		
				90% ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE PO VALUE FOR DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH		
A.2				BANK GUARANTÈE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH		
				BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF	LOADING @((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH		

			В.1	FOR FOR	REIGN PURCHASES (IMPORTED)			
SLNO	SCOPE	COMMERCIAL TER	MS BHEL STANDARD TERM		AS OFFERED		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
	ĺ		1		SAME		NIL	
					SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BAI	NKERS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE-6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL	
					LC PAYMENT AGAINST DESPATCH DOCUMENTS		LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL	
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER 30 DAYS FROM THE DATE OF RECEIL ACCEPTANCE OF MATERIAL AT BHI (DESPATCH DOCUMENTS WILL BE S	PT AND EL R&D.	FULL ADVANCE PAYMENT BY WIRE TRANSFER /I WITH BANK GUARANTEE	LC	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + I MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL	
	2401 M241		BHEL R&D DIRECTLY ALONG WITH DETAILS)	BANK	PART ADVANCE (X%) PAYMENT BY WIRE TRNSFI WITH BANK GUARANTEE AND BALANCE PAYME WITH IN 30 DAYS FROM THE DATE OF RECEIPT A ACCEPTANCE OF THE MATERIAL	NT	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL	
					PART ADVANCE (X%) PAYMENT BY WIRE TRNSF WITH BANK GUARANTEE AND BALANCE PAYME RECEIPT AND ACCEPTANCE OF MATERIAL		LOADING @ (SBI BASE RATE ON TENDER OPENING DATE- 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE- 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL	
	1		В.	FOR FOR	REIGN PURCHASES (IMPORTED)		k o invigani grop non non golony i nga ma nyay	
SLNO	SCOPE	COMMERCIAL TER	MS BHEL STANDARD TERM		AS OFFERED		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
		ì			SAME		NIL	
					SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BAI	NKERS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL	
					90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN DAYS AFTER COMPLETION OF E&C		LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) O: 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANI CHARGES INCURRED BY BHEL	
	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)		90% PAYMENT BY WIRE TRANSFER	WITH IN	90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C		LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURED BY BHEL	
B.2		PAYMENT TERMS	30 DAYS FROM THE DATE OF RECEI ACCEPTANCE OF THE MATERIAL AN BALANCE 10% WITH IN 30 DAYS AF COMPLETION OF E&C	ND	90% OF BASIC VALUE AS ADVANCE PAYMENT BY TRANSFER /LC WITH BANK GUARNTEE AND BAL 10% WITH IN 30 DAYS AFTER COMPLETION OF E8	ANCE	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL	
					ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)%		LOADING @ (SBI BASE RATE ON TENDER OPENING DATE- 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIODROunded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH	
							LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVIERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH	
			C. PENALTY FOR DELAYED	DELIV	ERY (COMMON FOR INDIGENOUS A	ND IN	MPORTS)	
SLNO	COMMERCIAL	TERMS	BHEL STANDARD TERM	AS O	REERRED I		DING FACTOR FOR NON COMPLIANCE TO L STANDARD TERMS	
			N THE EVENT OF DELAY IN AGREED CONTRACTUAL	AGRI	EED	NIL		
С	LD CLAUSE		DELIVERY, PENALTY OF 0.5% HALF PERCENT) PER WEEK	IF NO	OT AGREED	LOAE	DADING @ 10% OF THE BASIC MATERIAL COST	
	BUT 10% (BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	IF AC	GREED FOR X% LOAI		ADING @ (10-X)% OF THE BASIC MATERIAL IST	
			D. GUARANTEE/WARRANT	Y PERI	OD (COMMON FOR INDIGENOUS AN	ND IM	PORTS)	
SLNO	COMMERCIAL	TERMS	BHEL STANDARD TERM	AS O	reeren		DING FACTOR FOR NON COMPLIANCE TO L STANDARD TERMS	
	GUARANTEE/W	ΔΡΡΔΝΤΥ	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY	AGRI	EED	NIL		
D	PERIOD	INVANTI	PERIOD(X)	AGRI	AGREED FOR STIPULATED BUT EED FOR MINIMUM RANTEE/WARRANTY(Y)		DING @ 10 % OF THE ORDER VALUE PER	
			MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)			(X-Y)	INUM FOR THE REDUCED GUARANTEE PERIOD Y)	

Terms & Conditions of Reverse Auction



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet
- 4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8. Reverse auction will be conducted on scheduled date & time.
- 9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
- 12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
- 13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

 14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)]
		•
Type of Request (Tick one)	NEW	CHANGE
1 Company Name		•
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		
BANK DETAILS FOR EFT / RTGS		
1 Bank Name		
 Bank Name Branch Branch Code 		
4 Branch Address 5 Branch Phone No 6 Account No.		
5 Branch Phone No		
7 Account Type: SB/ Current/ other (Specify)		
8 MICR Code		
9 IFSC Code		

I, as an authorized representative / owner of the above named company, hereby state as under:

- 1. Enclosed here with a cancelled cheque in support of our company's bank details.
- 2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
- 3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank
- responsible

Date:

- 4. I hereby certify that the particulars given above are true, complete and correct.
- 5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Company Seal Authorised Signatory Designation :



Bharat Heavy Electricals Limited

Corp. R&D DIVISION
VIKAS NAGAR,
HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

Before filling, please refer to instructions on page-4

Turn-Over, Rs.

					
1.0 VEN	DOR PROFILE:				
	<u> </u>				
1.1	Name and address of the ver	ndor:			
	Phone Nos.:				
	Fax No.:				
	Email: 1.		2.		
1.2	Local representative name &	address in Hyderabad	Secundrabad:		
	Phone Nos.:				
	Fax No.:				
	Email:				
	Contact Person:				
	Mobile No:				
A 0 (DX/D)					
2.0 <u>TYP</u>	E OF ORGANISATION:	1 0 1	G. (G. ()		1 6
	PROPRIETORSHIP	Company:	Sister Concern (mention	vendor registration nui	mber of main organization)
	Patnership	CORPORATION	Small Scale Ind	lustry	ANY OTHER(Please specify)
	In case of SSI unit copy of	registration to be enclos	ed. It is requested that MSMF re	egistration certificate to	be enclosed and tick the following:
	in case of 551 unit, copy of	registration to be eneros	ed. It is requested that MSML it	egistration certificate to	be enclosed and tick the following.
	Type of Major Activity: Ma	nufacturing / Service			
	Category of Enterprise: Mic	ro / Small / Medium			
	Social Category : GENERA				
	Udyog Adhaar Number (UA	aN):			
2 0 A NIN	IIIAI TUDN OVED.				

Year

Current Year(budgeted) Previous year (200 - 0) Prior Year (200 - 0)

4 0	NAME	AND	ADDRESS	OF THE	BANKER:
T.V	TATAL	$\Delta \Pi \Pi \Pi \Pi$	ADDILLOG	OF THE	DAINEIN.

- 4.1 Bank Name
- 4.2 Branch name
- 4.3 Account number
- 4.4 Account Type
- 4.5 MICR Code:
- 4.6 IFSC Code(RTGS/NEFT):
- 4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosd)

- 5.1 IT Permanent Account No.(PAN):
- 5.2 State Sales Tax/VAT Registration No:
- 5.3 Central Sales Tax Registration No:
- 5.4 ED Registration No:
- 5.5 Service Tax Registration No:
- 5.6 PF Account No:
- 5.7 Labour Licence No:
- 5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST:

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION:

DECL.	۸D	ΛTI	ON.
DECL	AK	44 I I	ON:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)						

(CEO / DD ODDIETOD)

Note:

SEAL: DATE:

- 1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
- 2. The competent authority reserves the right to accept or reject the registration.
- 3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
- 4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
- 5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

- 1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
- 2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
- 3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
- 4. Photographs of registered office and the chief executive/proprietor shall be furnished.



Bharat Heavy Electricals Limited

Corp. R&D DIVISION
VIKAS NAGAR,
HYDERABAD- 500 093 (INDIA)

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR.WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE".INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

1.1	NAME	OF COMPAN	٧Y

1.2 DETAILS OF HEAD OFFICE:

ADDRESS
TELEPHONE
FAX
EMAIL
WEB SITE

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS : TELEPHONE : FAX : EMAIL : WEB SITE : TELEPHONE : TELEPHO

1.4 DETAILS OF MARKETING AGENT

ADDRESS : TELEPHONE : FAX : EMAIL : WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)

FOR PRODUCT OFFERED

NAME(S) :
OFFICIAL CPACITY :
ADDRESS :
TELEPHONE :
FAX :
EMAIL :

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.7	PARTICULARS OF PRODUCT INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRTION (Attach brouchers and catalogues)
1.10	NAME(S) OF BANKERS
1.11	BANKER'S CERTIFICATE
1.12	PORT OF LOADING
1.13	NEAREST AIRPORT
1.14	NAME OF THE INDIAN AGENT, IF ANY

2.0 FINANCIAL INFORMATION:

- 2.1 TOTAL CAPACITY
- 2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

WITH AUTHORIZATION LETTER

2.3 WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 QUALITY MANAGEMENT SYSTEMS

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS TO BE ENCLOSED

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brouchers, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPIER (Authorized signatory)

NAME :
DESIGNATION :
DATE :
OFFICIAL SEAL

Note:

- 1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
- 2. Please attach separate sheets, if space found is inadequate



Bharat Heavy Electricals Limited

Corp. R&D DIVISION VIKAS NAGAR, HYDERABAD- 500 093 (INDIA)

Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agnecy Agreement.
- ii. 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.
- iii. 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.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.