

### **BHARAT HEAVY ELECTRICALS LIMITED**

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

PHONES:23774494 (EXT:9804) FAX: 91 40 23770698

#### **ENQUIRY**

Date 17-09-2019

#### Enquiry for 5 Tons hand operated hydraulic pallet truck

Enquiry No:441901421		Enquiry Date: 17-09-2019	Due Date: 01-10-2019	Indicative Delivery Date: 12-11-2019		
Sl.No	Item Description				Unit	Oty

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	Sl.No Description	
01	01 Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	
02	02 Technical specifications, Scope of Supply etc.	

Devsingh Vankudothu Dy Manager devsingh@bhel.in



# **ENQUIRY & QUALIFYING CRITERIA**

Volume - 1 Enquiry No 441901421

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) 5 Tons hand operated hydraulic pallet truck - 1 NO
3	Enquiry Reference no.	441901421
4	Indicative Delivery Date	12-11-2019
5	Due date, Time and place for submission of tender	01-10-2019 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. 01-10-2019, 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: 'rnd-coffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to coffers, 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 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.



# **GENERAL TERMS & CONDITIONS (GTC)**

Volume - 1 Enquiry No 441901421

SL.No.	Clause	BHEL REQUIREMENT
1	Preference to Make in India	For this procurement, Public Procurements (Preference to make in India), order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.
		The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.
		25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.
		The definition of MSEs owned by women Entrepreneurs is clarified as under: i. In case of proprietary MSE, Proprietor shall be woman ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit. iii. In case of private limited companies, at least 51% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission)
		In case MSE vendor participating in the tender quotes within the price band of $L1 + 15\%$ , they will be allowed to supply the portion of the requirement subject to acceptance of $L1$ price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
copies of eith acknowledgen Udyog Aadhai II certificate of Date to be rec		"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).
		Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.  No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.  Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "
		Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.  The sub-categories:  (a) Enterprises owned by Scheduled Castes.  (b) Enterprises owned by Scheduled Tribes.  (c) Enterprises owned by other than above two categories
		The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)
		If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.
3	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
		(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

4 Descrepancy in words and figures  (b) If there is an esubtotals shall prevaive (c). If there is a distinct the amount expresses shall prevail subject (d) If there is such out to which the bidding to the control of		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.
5	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.
6	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.
7	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.
8	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.
9	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.
10	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
11	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
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	ITEM WISE L1	Order(s) will be placed on item-wise L1 basis. BHEL reserves the right to procure part of scope of supply.
14	Destination	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.
15	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
16	Foreign Vendors	BHEL will deal directly with foreign vendors, where ever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *).
		* The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period
17	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.
18	Signing & Stamping	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



# **COMMERCIAL TERMS & CONDITIONS (CTC)**

Volume - 1 Enquiry No 441901421

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE REMARKS
1	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date w attract a penality of 0.5% per week or part thereof for the value of the undelivered portion of the purchal order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with appliacable GST thereon shall be recovered.  In case of non acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted price while cost comparison. (Please refer the enclosed 'Loading Factors' sheet).		
Payment terms for Lording Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be both and techno-Commercial & Price bids.		BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance	
3	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.  This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.  Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder( s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).  The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.  If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).	
4	Please submit your offer in one common sealed cover containing two parts in separate sealed covers 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 commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vagus 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 rejected summarily. The rates shall be quoted both in figures and in words.		

	such as charges per man-day or charges per engineer per day etc as per annexure.	
	The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
5 Validity of Offer 90 days from date of techno-commercial bid opening.		
6 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.	
7 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.	
8 Agency Agreement	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.	
9 Delivery Period	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 ———————————————————————————————————	

		5. Delivery Period from date of PO acceptance ————————————————————————————————————	
10	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	
11	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.	
Foreign Principal availing services of an Indian Agent  The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory  Foreign Principal availing services of an Indian Agent  * The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory  4) Agreement Period			
13	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		
14	Payment terms for Foreign Offers (Supply)	BHEL standard payment term  "100% Invoice value by wire transfer within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad".  All bank charges inside India shall be to BHEL account and outside India shall be to supplier's account.  Note: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.	

<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



# OTHER TERMS & CONDITIONS

Volume - 1 Enquiry No 441901421

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Taxes/Duties	Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.	
2 Details are required		PAN Number: GSTIN Registration Status: GSTIN No: 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:	
3 Special Note		Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulters end.	
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		
5	Firm Prices	The prices shall be firm for entire period of contract.	
6 Payment		BHEL standard payment term is "100% Basic value by EFT/RTGS within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad". GST taxes subject to payment proof of GST taxes remittance to Govt. of India. 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	
7	Packing & forwarding charges ,freight and insurance charges	Kindly mention the packing & forwarding, freight & insurance, if any in terms of % of basic cost	
8	Concesional GST	Concessional taxes/duties: We are registered with DSIR vide TUV-RD/13/2017 dated 05-Feb-2018 as a research Institution, other than a Hospital, for the purpose of availing Customs duty exemption in terms of Government Notification no.51/96 – Customs dated 23-Jul-1996, Notification No. 24/2007 - Customs dated 01-Mar-2007 and Notification No. 43/2017 – Customs dated 30-June-2017; 45/2017-Central tax( rate) & 47/2017-Integrated tax(rate) dated 14-11-2017, No.9/2018-Central tax(Rate) dated 25-01-2018, State & Union Territory Tax(Rate) and 10/2018-Integrated tax (Rate) dated 25-01-2018 as amended from time to time. Hence all offers falling under the said notifications shall	

1	be evaluated at available concessional rates. Please
	confirm acceptance.



SL.No.	o. Item			
1	5 Tons	Tons hand operated hydraulic pallet truck		
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Hydraulic hand pallet truck	1. Heavy duty, 5 Tons capacity 2. Size: Width >=580mm and length>= 1100 mm 3. Wheels: Nylon/steel/cast iron 4. Powder coated body 5. Minimum lifting height >=100 mm 6. Warranty shall be 12 months from date of delivery 7. Warranty shall include all parts and labour 8 Desired delivery period is 1 week from the date of Purchase order	

<sup>\*</sup> Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

#### BHEL R&D RD:DP:MPX:F-22

# 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	
				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	
					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	SUPPLY OF EQUIPMENT	PAYMENT TERMS	THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D		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 ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 0%) 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+ 0%) ON BALANCE AMOUNT FOR ONE MONTH	
				SAME	NIL	
		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	
	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)			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	
					LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON TOTAL VALUE OF THE PO FOR ONE MONTH	
A.2					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	
				AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION	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	
				AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT 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 OFF TO THE NEAREST MONTH)+ I MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON BALANCE AMOUNT (100- K)% FOR ONE MONTH	

	B. FOR FOREIGN PURCHASES (IMPORTED)							
SLNO	SCOPE	COMMERCIAL T	ERMS	BHEL STANDARD TERM		AS OFFERED		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
		PAYMENT TERMS				SAME		NIL
						SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCU INVOICE, AWB ETC TO OUR BANKERS	JMENTS VIZ	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			100% PAYMENT BY WIRE TRANSFER W FROM THE DATE OF RECEIPT AND ACC MATERIAL AT BHEL R&D. (DESPATCH)	EPTANCE OF	FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC W GUARANTEE	ITH BANK	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
	,			BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)		PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LO GUARANTEE AND BALANCE PAYMENT WITH IN 30 DA OF RECEIPT AND ACCEPTANCE OF THE 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 PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
						PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LG GUARANTEE AND BALANCE PAYMENT ON RECEIPT A MATERIAL		LOADING @ (SIR BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (NS*) FOR THE DELIVERY PERIOD (Requaded off to pearest menth) + I 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.
					B. FOR F	OREIGN PURCHASES (IMPORTED)		
SLNO	SCOPE	COMMERCIAL T	ERMS	BHEL STANDARD TERM		AS OFFERED		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
						SAME		NIL
		PAYMENT TERMS				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCU! AWB ETC TO OUR BANKERS		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 DESPA BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION	OF E&C	LOADING @( SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING ( &&C )			90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROI THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER		90% PAYMENT BY WIRE TRANSFER / LC AGAINST DES DOCUMENTS. BALANCE 10% AFTER COMPLETION OF I 90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIR	E&C	LOADING (&) SBI BASE RATE ON TENDER OPENING DATE-656) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL LOADING (&) SBI BASE RATE ON TENDER OPENING DATE-656) ON 90% OF THE BASIC
B.2						WITH BANK GUARNTEE AND BALANCE 10% WITH IN 3 COMPLETION OF E&C		LOADING (8) SBI BASE RATE ON TENDER OPENING DATE-959 ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				COMPLETION OF E&C		PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER / GUARANTEE AND BALANCE (90-X)% PAYMENT BY WI AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL WITH IN 30 DAYS AFTER COMPLETION OF E&C	RE TRANSFER /LC	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE PART ADV ANCE AMOUNT (3%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON BALANCE (90-X)% FOR ONE MONTH
						PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER / GUARANTEE AND BALANCE (90-X)% PAYMENT BY WI AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AFTER COMPLETION OF E&C	RE TRANSFER /LC	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE PART ADVANCE AMOUNT (3%) FOR THE DELLYERY 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 I	DELAYED DELI	VERY (COMMON FOR INDIGENOUS AN	D IMPORTS)	
SLNO	COMMERCIAL TERM	MS B	HEL STANDA	ARD TERM	AS OFFERED		LOADING FAC	CTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
				OF DELAY IN AGREED AL DELIVERY, PENALTY OF			NIL	
С	LD CLAUSE 0.5% ( HALF P. LIMITED TO A		.5% ( HALF PI		IF NOT AGREE	D	LOADING @ 10% OF THE BASIC MATERIAL COST	
				E WILL BE APPLICABLE	IF AGREED FO		0 1	10-X)% OF THE BASIC MATERIAL COST
				D. GUARANTEE/V	VARRANTY PEI	RIOD (COMMON FOR INDIGENOUS AND	D IMPORTS)	
SLNO	COMMERCIAL TERM	MS B	HEL STANDA	ARD TERM	AS OFFERED		LOADING FAC	CTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
	GUARANTEE/WARRA		TIPULATED ( VARRANTY P	OR REQUIRED GUARANTEE/ ERIOD(X)	AGREED		NIL	
D	PERIOD	N		CEPTABLE GUARANTEE /			LOADING @ 10 GUARANTEE F	) % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED ERIOD (X-Y)

#### BHEL R&D

### **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)

	or Code (to be filled by BHEL)			
	of Request (Tick one)	NEW	·	CHANGE
1	Company Name			
2	Address			
3	City with PIN Code			
$\overline{}$	State			
-	PAN Number			
_	TIN/ VAT No.			
	CST No.			
	Service Tax No.			
	Name of Contact Person			
	Mobile number			
	Ph. no. with STD Code			
	Fax No. with STD Code			
	Email ID			
14	Website (URL)			
BANK	DETAILS FOR EFT / RTGS			
1	Bank Name			
2	Branch			
_	Branch Code			
	Branch Address			
	Branch Phone No			
	Account No.			
	Account Type: SB/ Current/ other (Specify)			
_	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.
  - 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.

Date : Authorised Signatory
Company
Seal Designation :



# **Bharat Heavy Electricals Limited**

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

# VENDOR REGISTRATION FORM

(Indigenous supplier)

DOR PROFILE:  Name and address of the	vendor:		
	vendor:		
	vendor:		
	vendor:		
		<del></del>	
Phone Nos.:			
Fax No.:		2.	
Email: 1. Local representative nam	e & address in Hyderabad/S		
Local representative nam	c & address in Tryderabad/	Secundrabad .	
Phone Nos.:			
Fax No.:			
Email:			
Contact Person:			
Mobile No:			
E OE ODCANISATION			
E OF ORGANISATION PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registration	on number of main ergenization
PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registratio	on number of main organization
Patnership	CORPORATION	Small Scale Industry	ANY OTHER(Please sp
· ·			
	of registration to be enclose	ed. It is requested that MSME registration certific	cate to be enclosed and tick the
In case of SSI unit, copy following:	of registration to be enclose	ed. It is requested that MSME registration certific	cate to be enclosed and tick the
following:		ed. It is requested that MSME registration certific	cate to be enclosed and tick the
following:  Type of Major Activity: 1	Manufacturing / Service	ed. It is requested that MSME registration certific	cate to be enclosed and tick the
following:  Type of Major Activity: 1  Category of Enterprise: Major Activity: 1	Manufacturing / Service licro / Small / Medium	ed. It is requested that MSME registration certific	cate to be enclosed and tick the
following:  Type of Major Activity: 1  Category of Enterprise: M  Social Category: GENE	Manufacturing / Service ficro / Small / Medium RAL / SC / ST / OBC	ed. It is requested that MSME registration certific	cate to be enclosed and tick the
following:  Type of Major Activity: 1  Category of Enterprise: Major Activity: 1	Manufacturing / Service ficro / Small / Medium RAL / SC / ST / OBC	ed. It is requested that MSME registration certific	cate to be enclosed and tick the
following:  Type of Major Activity: 1  Category of Enterprise: M  Social Category: GENE	Manufacturing / Service ficro / Small / Medium RAL / SC / ST / OBC	ed. It is requested that MSME registration certific	cate to be enclosed and tick the

# 4.0 NAME AND ADDRESS OF THE BANKER:

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

- 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	ΔRΔ	TION:

The information furnished above is true and authentic.

(CEO	/ PROPRIET	OR)
------	------------	-----

SEAL:
DATE:

Note:

- 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 COMPANY

#### 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 : TELEPHONE : TELEPHO

#### 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

1.9 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 WITH AUTHORIZATION LETTER

## 2.0 FINANCIAL INFORMATION:

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