

BHARAT HEAVY ELECTRICALS LIMITED

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

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

ENQUIRY

Date 11-03-2023

Enquiry for 420kV DS Pull tube Assembly

Enquiry No:352201961 Enquiry Date : 11-03-2023 Due Date: 08-04-2023 Indicative Delivery Date : 20-07-2023

Sl.Ne	Item Description	Unit	Qty
1	420kV DS Insulating Pull tube Assembly	NO	8

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	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Kummari Madhu Sr. Engineer

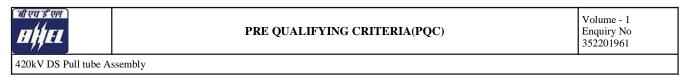


ENQUIRY & QUALIFYING CRITERIA

Volume - 1 Enquiry No 352201961

420kV DS Pull tube Assembly

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) 420kV DS Insulating Pull tube Assembly - 8 NO	
3	Enquiry Reference no.	352201961	
4	Indicative Delivery Date	20-07-2023	
5	Due date, Time and place for submission of tender	08-04-2023 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. 08-04-2023, 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, DFG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.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 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.	



SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1 Qualification conditio		Supplier/ OEM shall be manufacturer of Pull rods/ pull tubes/ Insulating rods/ Insulating tubes above 245kV voltage class. Supplier shall provide sample type test reports pertaining to Pull rods/ pull tubes/ Insulating rods/ Insulating tubes.	
2		•	
3			
4			
1	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1 Enquiry No 352201961

420kV DS Pull tube Assembly

SL.No.	Clause	BHEL REQUIREMENT
_		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.
1	Preferences to MSEs	"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.
2	Preference to Make in India	For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class II Local supplier/Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT
		Following documents to be submitted by Bidders along with offer:
3	Details required with offer	a. PAN Number b. GSTIN Registration Status c. Name of the Contact Person d. Contact Phone / Mobile e. Email id for correspondence f. Address with PIN code and State
		1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors

4	GST Clause	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 defaulter send. 2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL. 3) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL. 4) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed. 5) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable. 6) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG 7) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclatu
5 Cartelization clause		The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
6	Force Majeure clause	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
7	Firm Prices	The prices shall be firm for entire period of contract.
8	Restrictions under rule 144 (xi) of the GFR	Submit the Annexure (provided along with enquiry documents) in your company letter head
onl Re app dec suc app pri req		MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either valid NSIC certificate or Udyam Registration certificate along with attested copy of a CA certificate (Format enclosed below) 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. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
		Certificate by Chartered Accountant on letter head for MSME bidder This is to Certify that M/S Output Output
		**A
	5 6	5 Cartelization clause 6 Force Majeure clause 7 Firm Prices Restrictions under rule 144 (xi) of

9	MSE Supplier	Further Verified from the Books of Accounts, the investment and turnover of enterprise for the latest audited financial year
10	Conflict of Interest among Bidders/Agents	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal. or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proact
11	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
12	Descrepancy in words and figures	(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.
13	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.
14	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.
15	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due acceptance of our standard commercial terms will be evaluated as per the LOADING FAC	

		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.
16	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.
17	In case the supplier withdraws their offer before placement of order, BHEL reserves the right r send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHF fails to supply the goods as per the terms and conditions of contract, or at any time repudiate contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover the supplier the extra cost and other loss,incidentals due to the breach of contract on the part of supplier through risk purchase.	
18	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
19	Banned List The offers of the bidders who are in the banned list and the offers of the bidders who engate services of the banned firms, shall be rejected. The list of banned firms is available on BHEL www.bhel.com. Guidelines for suspension of business dealings with suppliers/contractors are available www.bhel.com under supplier registration page	
20	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
21	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.
22	Arbitration	Subject to the exclusive jurisdiction of the Medchal, Malkajgiri Courts, Telengana State , India , in respect of any suit or other legal proceedings relating to this contract.
23	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
24	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.
25	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 352201961

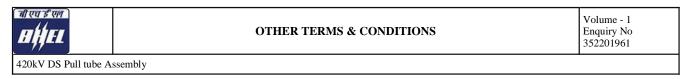
420kV DS Pull tube Assembly

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS	
1	Weight and Packing Dimensions.	The Supplier shall indicate the shipping weight (Kgs) and dimensions(L x W x H in cms) clearly along with offer.		
2	Validity of Offer	90 days from date of techno-commercial bid 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	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 OFM and services to be			
5	Delivery Period	FOR INDIAN SUPPLIES: 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 ———————————————————————————————————		

		(if applicable)		
		4. Delivery Period from date of LC Opening ===================================		
		5. Delivery Period from date of PO acceptance ====================================		
		However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.		
		Pl. mention any other issues/constraints like export clearance etc. explicitly, if any		
6	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)		
7	Foreign Suppliers without Indian Agent	To be quoted in Foreign Currency. Purchase Order will be placed on Foreign Supplier.		
	Foreign Principal	Foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of Agency agreement. (as per *) To be quoted in Foreign Currency.		
8	availing services of an Indian	Purchase order will be placed on Foreign Supplier. Agency Commission will be paid to Indian Agent in Indian rupees.		
	Agent	* The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the Agent, 3) Territory, 4) Agreement Period		
	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.		
9		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		

Note: 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



SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery/Penalty 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. The Penalty amount determined based on the delay in supply/services shall be recovered.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)	
2	Applicable Taxes	Shall be clearly indicated in percentage(%)	
3	Terms of Payment (Indian Suppliers)	100% of Supply Value will be paid by EFT/RTGS within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad. Taxes will be reimbursed against submission of proof of remittance of Taxes to govt. of India. 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.	
4	Payment Terms (Foreign Suppliers)	100% of Invoice Value will be paid by wire transfer within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad. 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.	
5	Packing & forwarding charges, freight and insurance charges, if any	Mention the packing & forwarding, freight & insurance, if any, in terms of percentage(%)of basic cost.	
6	Import License	These items are being imported without any license under "Foreign Trade Policy 2015-2020", ExportImportPolicy of India, General Provisions regarding Imports and Exports	



SL.No.	Item	Item				
1	420kV	420kV DS Insulating Pull tube Assembly				
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations		
	1	Supply of DS insulating pull tube assembly	Supply of 420kV insulating pull tube assembly as per BHEL specification PSGSG 22-23 020			
	2	Warranty	The supplied material shall be provided with a warranty of 12 months from the date of acceptance at BHEL			

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

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 1	INDIGENOUS PURCHASES	
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
				SAME	NIL
	SUPPLY OF EQUIPMENT		100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D		LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
A.1		PAYMENT TERMS		PAYMENT WITH 110% BANK GUAKANTEE AND	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
				@SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE	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
		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 INCLLIDING 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
١,,				eSBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND (90 - X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE- 6%) ON THE PART ADVANCE AMOUNT (%%)FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ I MONTH AND LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE- 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE MEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER
				ACCEPTANCE OF THE MATERIAL AND 10%	OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

				B. FOR FORE	EIGN PURCHASES (IMPORTED)		
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM		AS OFFERED		LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
			100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL RED, (DESPATCH DOCUMENTS WILL BE SENT TO BHEL RE DIRECTLY ALONG WITH BANK DETAILS		SAME		NIL
	SUPPLY OF EQUIPMENT				SIGHT DRAFT ON PRESENTATION OF I DOCUMENTS VIZ INVOICE, AWB ETC BANKERS		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 DO	OCUMENTS	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		PAYMENT TERMS		E DATE OF E OF DESPATCH I TO BHEL R&E	INTEREST BEARING PART ADVANCE (@SBI BASE RATE ON TENDER OPENIN PAYMENT WITH 110% BANK GUARAN TRANSFER/LC AND BALANCE PAYME DAYS FROM THE DATE OF RECEIPT AI ACCEPTANCE OF THE MATERIAL	IG DATE+ 6%) TEE BY WIRE NT WITH IN 30	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
					INTEREST BEARING PART ADVANCE (@SBI BASE RATE ON TENDER OPENIN PAYMENT WITH 110% BANK GUARAN TRANSFERILC AND BALLANCE PAYME AND ACCEPTANCE OF MATERIAL	IG DATE+ 6%) TEE BY WIRE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOINT (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
					SAME		NIL
					SIGHT DRAFT ON PRESENTATION OF I DOCUMENTS VIZ INVOICE, AWB ETC BANKERS		LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
		PAYMENT TERMS			90 PAYMENT BY WIRE TRANSFER /LC DESPATCH DOCUMENTS BALANCE 10 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 (E&C)				90% PAYMENT BY WIRE TRANSFER / L DESPATCH DOCUMENTS. BALANCE 10 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 INCURRED BY BHEL
					90% OF BASIC VALUE AS ADVANCE PAWIRE TRANSFER ALC WITH BANK GUABALANCE 10% WITH IN 30 DAYS AFTE COMPLETION OF E&C	ARNTEE AND	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.2			99% PAYMENT BY WIRE TRANSFER IN 30 DAYS FROM THE DATE OF REC AND ACCEPTANCE OF THE MATERIA AND BALANCE 10% WITH IN 30 DAY: AFTER COMPLETION OF E&C	E OF RECEIPT MATERIAL N 30 DAYS	INTEREST BEARING PART ADVANCE (@SBI BASE RATE ON TENDER OPENIN PAYMENT WITH 110% BANK GUARAN TRANSFER/LC AND BALANCE 10% WIT AFTER COMPLETION OF E&C	IG DATE+ 6%) TEE BY WIRE	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
					INTEREST BEARING PART ADVANCE (@SBI BASE RATE ON TENDER OPENIN PAYMENT WITH 110% BANK GUARAN TRANSFERIC AND BALANCE (90 X)% WIRE TRANSFER IC. A FIRE RECEIPT . ACCEPTANCE OF THE MATERIAL AND PAYMENT WITH IN 30 DAYS AFTER CE E&C	IG DATE+ 6%) TEE BY WIRE PAYMENT BY AND 0 10%	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
					INTEREST BEARING PART ADVANCE, @SBI BASE RATE ON TENDER OPENIN PAYMENT WITH 110% BANK GUARAN TRANSFER/LC AND BALANCE (90-X)% WIRE TRANSFER /LC AFTER RECEIPT , ACCEPTANCE OF THE MATERIAL AND PAYMENT AFTER COMPLETION OF E&	G DATE+ 6%) TEE BY WIRE PAYMENT BY AND 0 10%	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ %) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
					IVERY (COMMON FOR INDIGENOUS AN		
SLNO	COMMERCIAL TERM			AS OFFERED	<u> </u>		CTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
			OF DELAY IN AGREED L DELIVERY, PENALTY OF	AGREED		NIL	
С	LD CLAUSE	0.5% (HALF PE	RCENT) PER WEEK BUT	IF NOT AGREE	ED	LOADING @ 10	% OF THE BASIC MATERIAL COST
			MAX OF 10% OF TOTAL E WILL BE APPLICABLE	IF AGREED FO	R X%	LOADING @ (0-X)% OF THE BASIC MATERIAL COST
	ORDER VALUE WILL BE ATTEICABLE			VARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)			
SLNO	COMMERCIAL TERM			AS OFFERED		LOADING FAC	TOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
	GUARANTEE/WARRA	NTY STIPULATED C WARRANTY PI	R REQUIRED GUARANTEE/ ERIOD(X)	AGREED		NIL	
D	PERIOD		CEPTABLE GUARANTEE /		FOR STIPULATED BUT AGREED FOR ARANTEE/WARRANTY(Y)	LOADING @ 10 GUARANTEE P) % 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)

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		
6TIN/ VAT No.		
7CST 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		
2 Branch		
3 Branch Code		
4 Branch Address		
5 Branch Phone No		
6 Account No.		
7 Account Type: SB/ Current/ other (Specify)		
8 MICR Code		

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

IFSC Code

- 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

			Before filling, please refer to instructions on page
ENDOR PROFILI	C <u>:</u>		
1.1 Name and addre	ess of the vendor:		
Phone Nos.:			
Phone Nos.: Fax No.:			
		2.	
<u>Fax No.:</u> <u>Email:</u> 1.	ative name & address in Hyderaba		
<u>Fax No.:</u> <u>Email:</u> 1.	ative name & address in Hyderaba		
<u>Fax No.:</u> <u>Email:</u> 1.	ative name & address in Hyderaba		

Mobile No:

Fax No.: Email: Contact Person:

2.0 TYPE OF ORGANISATION:				
	PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration nur	nber of main organization)
	Patnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service Category of Enterprise: Micro / Small / Medium $Social\ Category: GENERAL\ /\ SC\ /\ ST\ /\ OBC$ Udyog Adhaar Number (UAN):__

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

- 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:

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

DATE:	

Note:

SEAL:

- 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:

1.2 DETAILS OF HEAD OFFICE:

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

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS : TELEPHONE : FAX : EMAIL : WEB SITE :

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
- 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.