



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)

FAX : 91 40 23770698

RD:DP:MPX:F-04

ENQUIRY

Ref: 622100831

Date 17-09-2021

Enquiry for **Moulded Bipolar Composite Graphite Plates for Fuel Cells**

Enquiry No:622100831 Enquiry Date : 17-09-2021 Due Date: 09-10-2021 Indicative Delivery Date : 05-11-2021

| Sl.No | Item Description | Unit | Qty |
|-------|--|------|-----|
| 1 | Moulded Bipolar Composite Graphite for Cathode | NO | 300 |
| 2 | Moulded Bipolar Composite Graphite for Anode | NO | 300 |

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

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

Brajendra Singh Patel
Sr Manager
brajendra1@bhel.in



ENQUIRY & QUALIFYING CRITERIA

Volume - 1
Enquiry No
622100831

Moulded Bipolar Composite Graphite Plates for Fuel Cells

| | | |
|---|--|--|
| 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) Moulded Bipolar Composite Graphite for Cathode - 300 NO 2) Moulded Bipolar Composite Graphite for Anode - 300 NO |
| 3 | Enquiry Reference no. | 622100831 |
| 4 | Indicative Delivery Date | 05-11-2021 |
| 5 | Due date, Time and place for submission of tender | 09-10-2021 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. 09-10-2021, 2 PM |
| 7 | Mode of Submission of Tender | <p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ol style="list-style-type: none"> 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 <p>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.</p> <p>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.</p> <p>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-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.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> <ol style="list-style-type: none"> 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.

The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
622100831

Moulded Bipolar Composite Graphite Plates for Fuel Cells

| SL.No. | Clause | BHEL REQUIREMENT |
|--------|----------------------------------|---|
| 1 | Preference to Make in India | For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class 1 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 |
| 2 | Late Tenders | Tenders received after due date/time(12:00hrs) will not be considered |
| 3 | Discrepancy 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. |
| 4 | Two Part bid clarifications | In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation. |
| 5 | Price Impacts | In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered. |
| 6 | 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. |
| 7 | 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. |
| 8 | Risk Purchase | In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost. |
| 9 | 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 |
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|----|-------------------------|--|
| 10 | Over All L1 | Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected. |
| 11 | 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. |
| 12 | 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. |
| 13 | 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. |
| 14 | 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

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1
Enquiry No
622100831

Moulded Bipolar Composite Graphite Plates for Fuel Cells

| SL.No. | Clause | BHEL REQUIREMENT | SUPPLIERS ACCEPTANCE / REMARKS |
|--------|---------------------------------|---|--------------------------------|
| 1 | Late Delivery Penalty Clause | <p>Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty 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 along with applicable GST thereon shall be recovered.</p> <p>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).</p> | |
| 2 | Payment terms for Indian Offers | <p>Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state.In case the bidder has opted for composite GST scheme,the same may be stated explicitly in 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 is given.</p> | |
| 3 | Validity of Offer | 90 days from date of techno-commercial bid opening. | |
| 4 | Rate Contract | <p>In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.</p> | |
| 5 | PBG | <p>PBG of 10% of total order value is to be submitted by the successful vendor and shall be kept valid upto guarantee period with additional claim period of 2 months there after.The offers of the suppliers not accepting to this clause will be rejected.</p> | |

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

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
622100831

Moulded Bipolar Composite Graphite Plates for Fuel Cells

| SL.No. | Clause | BHEL REQUIREMENT | SUPPLIERS ACCEPTANCE / REMARKS |
|--------|-------------------------------------|---|--------------------------------|
| 1 | Technical queries | For any technical queries kindly contact Shri Bharath Adapa Dy.Mgr/FCR Lab Email:bharat.adapa@bhel.in, Mobile:8985037219 | |
| 2 | Regarding Concessional Taxes/Duties | Concessional duties/taxes, if any, available to BHEL at price bid opening shall be taken into account for evaluating landed cost calculation. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. However, all suppliers have to accept Concessional duties in case if the same is available to BHEL at dispatch. | |
| 3 | Details required | IT Permanent Account No. (PAN): GSTIN Registration Status: Tax type: CGST/SGST/IGST/UGST GSTIN No: 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: HSN code, service account code | |
| 4 | 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. 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. | |
| 5 | REVERSE AUCTION | BHEL shall be resorting to Reverse Auction (RA) for this tender. RA shall be conducted as per RA Guidelines (Guidelines as available on www.bhel.com). In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. | |
| 6 | 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===== 2) Delivery Period from receipt of material / input data / drawings etc. from BHEL===== (if applicable) 3) Delivery Period from receipt of approval of design documents / drawings etc. by BHEL===== (if applicable) 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. | |
| | | 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 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 | |

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| 7 | Force Majeure | <p>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 installment shall not be deemed to be a waiver of 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 installment shall not be deemed to be a waiver of time in respect of remaining deliveries.</p> | |
| 8 | Firm Price | The prices shall be firm for entire period of contract | |
| 9 | Applicable Taxes/Duties | Please indicate the applicable Taxes/Duties in the offer clearly | |
| 10 | General terms | <p>1) Submission of GST Registration details along offer is required for consideration of the Offer. 2) Kindly provide the HSN code and the breakup of the tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components. 3) Concessional taxes/duties, if any, available to BHEL as on date of price bid opening shall be taken into account for evaluating landed cost. 4) Hence all offers shall be evaluated at available concessional rates of, if any, on or before opening of price bid date or otherwise it shall be evaluated with quoted/prevaling rates as on date of price bid opening for landed cost comparison. However, all suppliers have to accept Concessional taxes/duties in case if the same is available to BHEL as on date of dispatch. 5) 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 noncompliance of the GST provisions would be endured at defaulters end.</p> | |
| 11 | Price Basis | Bidders shall quote the lowest prices on FOR BHEL R&D,Hyd basis | |
| 12 | Payment Terms | 90% of Supply Value will be paid by EFT/RTGs within 30 days of receipt and acceptance of material at BHEL R&D Stores, Hyderabad. Balance 10% of supply value will be paid within 30 days after submission of PBG for 10% of order value. | |

Signature of the bidder with Seal & Date



ITEM SPECIFICATIONS

Volume - 2
Enquiry NO
622100831

Moulded Bipolar Composite Graphite Plates for Fuel Cells

| SL.No. | Item | | | |
|--------|---|--|--|-----------------------------------|
| 1 | Moulded Bipolar Composite Graphite for Cathode | | | |
| | sl no | Descriptions | BHEL Specifications | Vendor Specifications/ Deviations |
| | 1 | Price quoting | Price details must be quoted only on per plate basis for Moulded Cathode Bipolar Plate | |
| | 2 | NDA and sharing of Drawing for Moulded Cathode Bipolar Plate | Drawings can be issued to the potential vendors who can meet the mentioned technical specifications also the vendor should have prior experience in supplying the composite graphite plates for fuel cells Bidders are required to submit NDA to get access to Detailed Drawing/STEP File of Moulded Cathode Bipolar Plate | |
| | 3 | Supply of sample plate along with offer | Bidders are required to send a sample Machined Cathode Bipolar Plate as per the drawing# 3-PEMFC-62-5-02/05 to BHEL R&D as per the drawings shared after signing NDA for technical evaluation of material properties. The sample plate is to be delivered and it will not be returned to the bidder. | |
| | 4 | Technical Clearance of 300 no's of Moulded Cathode Bipolar plates for shipment after placement of P.O. | Supplier needs to send one sample moulded cathode bipolar graphite plates at free of cost to BHEL R&D after P.O. placement for verification and clearance before the production of total ordered quantity. These samples to be delivered till BHEL R&D and it will not returned to the supplier | |
| 2 | Moulded Bipolar Composite Graphite for Anode | | | |
| | sl no | Descriptions | BHEL Specifications | Vendor Specifications/ Deviations |
| | 1 | Price quoting | Price details must be quoted only on per plate basis for Moulded Anode Bipolar Plate | |
| | 2 | NDA and sharing of Drawing for Moulded Anode Bipolar Plate | Bidders are required to submit NDA to get access to Detailed Drawing/STEP File of Moulded Anode Bipolar Plate | |
| | | | Bidders are required to send a | |

| | | | |
|-------------------------------|--|---|-----------------------------------|
| 3 | Supply of sample plate along with offer | sample Machined Anode Bipolar Plate as per the drawing#3-PEMFC-62-5-01/05 to BHEL R&D as per the drawings shared after signing NDA for technical evaluation of material properties. The sample plate is to be delivered and it will not be returned to the bidder. | |
| 4 | Technical Clearance of 300 no's of Moulded Anode Bipolar plates for shipment after placement of P.O. | Supplier needs to send one sample moulded anode bipolar graphite plates at free of cost to BHEL R&D after P.O. placement for verification and clearance before the production of total ordered quantity. These samples to be delivered till BHEL R&D and it will not returned to the supplier | |
| G | | | |
| General Specifications | | | |
| sl no | Descriptions | BHEL Specifications | Vendor Specifications/ Deviations |
| 1 | Dimensions | 228.5 L X 197.5 W X 2 Thick | |
| 2 | Glass transition temperature | ≥ 120 Deg. C | |
| 3 | Tolerance in thickness variations | ± 0.02 mm | |
| 4 | Operating Temperature | 90 Deg. C | |
| 5 | Through Plane Electrical conductivity | ≥ 55 S/cm (A certificate stating the methodology adopted for measuring through plane electrical conductivity and readings obtained to be furnished) | |
| 6 | Gas permeability | $\leq 10^{-3}$ cm ³ /cm ² .s | |
| 7 | Compressive strength | ≥ 40 MPa | |
| 8 | Specific gravity (g/cm ³) | ≥ 1.80 | |
| 9 | Material | Composite graphite | |
| 10 | Binder resin & Graphite content in moulded graphite plate | Binder resin content: 12-18 wt%, & Graphite content: 82-88% | |
| 11 | Thermal conductivity | ≥ 18 W/mK | |
| 12 | Replacement of supplied items against mechanical defects | The vendor is responsible for replacement of items which are found to be mechanically defective at their own cost under warranty period | |
| 13 | Manufactures Test Certificate | Manufacturer's Test Certificate need to be provided with dispatch documents | |
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| 14 | Guarantee / Warranty Period (Deviation to this clause is not acceptable) | <p>Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace, repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible.</p> <p>Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods.</p> <p>The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. “</p> | |
| 15 | Contact details for any technical | Bharath Adapa, Deputy Manager, BHEL Corporate R & D Division Vikasnagar, Balanagar, Hyderabad – 500093, Telangana state Mobile: +918985037219 e-Mail: bharat.adapa@bhel.in | |

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

Signature of the bidder with Seal & Date

LOADING FACTORS

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

| A. FOR INDIGENOUS PURCHASES | | | | | |
|-----------------------------|--|------------------|--|--|--|
| SLNO | SCOPE | COMMERCIAL TERMS | BHEL STANDARD TERM | AS OFFERED | LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS |
| A.1 | SUPPLY OF EQUIPMENT | PAYMENT TERMS | 100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R & D | SAME | NIL |
| | | | | PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL | LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH |
| A.2 | SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C) | 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. | SAME | NIL |
| | | | | 100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C | NIL |
| | | | | 90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C. | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH |
| | | | | 90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI 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 | 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 |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT 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)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH |

| B. FOR FOREIGN PURCHASES (IMPORTED) | | | | | |
|--|---|------------------|--|--|--|
| SLNO | SCOPE | COMMERCIAL TERMS | BHEL STANDARD TERM | AS OFFERED | LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS |
| B.1 | SUPPLY OF EQUIPMENT | PAYMENT TERMS | 100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS) | SAME | NIL |
| | | | | SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR 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 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 |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 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 (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL |
| B.2 | SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C) | PAYMENT TERMS | 90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C | SAME | NIL |
| | | | | SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, 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 DESPATCH DOCUMENTS 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 |
| | | | | 90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL |
| | | | | 90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC 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 BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL |
| | | | | INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C | LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED 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 (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC 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 NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH | | | | |
| C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS) | | | | | |
| | | | | | LOADING FACTOR FOR NON |

| SLNO | COMMERCIAL TERMS | BHEL STANDARD TERM | AS OFFERED | COMPLIANCE TO BHEL STANDARD TERMS |
|--|---------------------------|--|--|--|
| C | LD CLAUSE | IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE | AGREED | NIL |
| | | | IF NOT AGREED | LOADING @ 10% OF THE BASIC MATERIAL COST |
| | | | IF AGREED FOR X% | LOADING @ (10-X)% OF THE BASIC MATERIAL COST |
| D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS) | | | | |
| SLNO | COMMERCIAL TERMS | BHEL STANDARD TERM | AS OFFERED | LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS |
| D | GUARANTEE/WARRANTY PERIOD | STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X) | AGREED | NIL |
| | | MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y) | NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y) | LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y) |

Terms & Conditions of Reverse Auction



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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

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

| | |
|------------------------------------|--|
| Vendor Code (to be filled by BHEL) | |
|------------------------------------|--|

| Type of Request (Tick one) | NEW | CHANGE |
|----------------------------|-----|--------|
| 1 Company Name | | |
| 2 Address | | |
| | | |
| | | |
| 3 City with PIN Code | | |
| 4 State | | |
| 5 PAN Number | | |
| 6 TIN/ VAT No. | | |
| 7 CST No. | | |
| 8 Service Tax No. | | |
| 9 Name of Contact Person | | |
| 10 Mobile number | | |
| 11 Ph. no. with STD Code | | |
| 12 Fax No. with STD Code | | |
| 13 Email ID | | |
| 14 Website (URL) | | |

BANK DETAILS FOR EFT / RTGS

| | | |
|---|--|--|
| 1 | Bank Name | |
| 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 | |
| 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 :
Company
Seal

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:Fax No.:Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:Fax No.:Email:Contact Person:Mobile No:

2.0 TYPE OF ORGANISATION:

| | | | |
|----------------|-------------|---|---------------------------|
| PROPRIETORSHIP | Company: | Sister Concern (mention vendor registration number of main organization) | |
| | | | |
| Partnership | 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 enclosed)

- 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)

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.



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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 :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :
 TELEPHONE :
 FAX :
 EMAIL :
 WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)

FOR PRODUCT OFFERED

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

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.9 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)

RD:MPX:F-13

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 Agency 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 relevant authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

