

BHARAT HEAVY ELECTRICALS LIMITED

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

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ENQUIRY

Ref: 452201421 Date 17-12-2022

Enquiry for Nycosol-51 Liquid

Enquiry No:452201421 Enquiry Date: 17-12-2022 Due Date: 07-01-2023 Indicative Delivery Date: 06-02-2023

Sl.No	Item Description	Unit	Qty
1	1 Nycosol-51 Liquid		100

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

Vinay Kumar Malabanti Engineer mvk@bhel.in



ENQUIRY & QUALIFYING CRITERIA

Volume - 1 Enquiry No 452201421

Nycosol-51 Liquid

	T	
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) Nycosol-51 Liquid - 100 LTR
3	Enquiry Reference no.	452201421
4	Indicative Delivery Date	06-02-2023
5	Due date, Time and place for submission of tender	07-01-2023 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. 07-01-2023, 2 PM
		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.
	Mode of Submission of	The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having

	Tender	extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to email 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.
7		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. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.



PRE QUALIFYING CRITERIA(PQC)

Volume - 1 Enquiry No 452201421

Nycosol-51 Liquid

SL.N	Vo.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1		Experience	The vendor should have executed at least two orders for supply of Nycosol-51 liquid in the last 3 years. Purchase order copies of the same should be submitted along with the offer.	
2			•	
3				
4				
	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 452201421

Nycosol-51 Liquid

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.
	Preferences to MSEs	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)
1		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		"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
3	Details required with offer	Following documents to be submitted by Bidders along 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
4	GST Clause	1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at 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 nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged. 9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal & IRN 10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.
5	Additional PQR terms	BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on Account of noncompliance of PQR terms.
6	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.
7	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
8	Firm Prices	The prices shall be firm for entire period of contract.
9	Restrictions under rule 144 (xi) of the GFR	Submit the Annexure (provided along with enquiry documents) in your company letter head
		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

10	MSE Supplier	(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 ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★
11	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
12	Descrepancy in words and	 (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

	figures	(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		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	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.
16	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.
17	Risk Purchase	In case of default/late delivery,BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
18	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
19	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
20	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.
21	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.
22	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.
	Signing &	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed

Stamping and stamped in each page of authorized representative of the bidder

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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 452201421

Nycosol-51 Liquid

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Payment terms for Indian Offers	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.	
2	Validity of Offer	90 days from date of technocommercial bid opening.	
3	Rate Contract	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.	

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

Read and understood the above commercial terms and conditions



OTHER TERMS & CONDITIONS

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Nycosol-51 Liquid

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Price Basis	Supplier shall quote the lowest prices on FOR BHEL R&D basis.	
2	Price bid evaluation	All offers in price bid opening shall be evaluated in Indian currency. Loading due to nonacceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry	
3	Payment Terms	Basic value will be paid within 30 days after receipt and acceptance of material at BHEL R&D,Hyderabad. GST will be reimbursed only after submission of proof of payment of GST to government.	
4	Applicable	Shall be clearly indicated in percentage(%)	
5	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)	
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 ——————————————————————————————————	



ITEM SPECIFICATIONS

Volume - 2 Enquiry NO 452201421

Nycosol-51 Liquid

S	SL.No.	Item	Item						
1		Nyco	Nycosol-51 Liquid						
		sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations				
		1	Nycosol-51	As per BHEL specification no: HTF0025 Rev 00, dated 08.12.2022					
			Minimum Acceptable Warranty	Supplier shall comply to the minimum accepatble warranty period. The offers of the suppliers not complying to the minimum warranty period will be rejected. The minimum acceptable warranty period is 12 months.					

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

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

LOADING FACTORS



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

	A. FOR INDIGENOUS PURCHASES						
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS		
				SAME	NIL		
			100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH		
	SUPPLY OF EQUIPMENT	PAYMENT TERMS		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		
			1	SAME	NIL		
	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.	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		
				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		
A.2				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 FOR	EIGN PURCHASES (IMPORTED)	
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
				SAME SIGHT DRAFT ON PRESENTATION DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANK LC PAYMENT AGAINST DESPATCH DOCUMENTS	OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DA FROM THE DATE OF RECE AND ACCEPTANCE OF MATERIAL AT BHEL R&D (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R DIRECTLY ALONG WITH	EIPT TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/ AND BALANCE PAYMENT WITH IN	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 BLUS LC PELATED
			BANK DETAILS)	INTEREST BEARING PART ADVAN (MAXIMUM 5% @SBI BASE RATE O TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/ AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	ON ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND
			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 SIGHT DRAFT ON PRESENTATION DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANK	NIL OF LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS ERS PAYMENT RELATED BANK CHARGES
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)			90 PAYMENT BY WIRE TRANSFER AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C 90% PAYMENT BY WIRE TRANSFE. LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTE COMPLETION OF E&C 90% OF BASIC VALUE AS ADVANC PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	INCURRED BY BHEL /LC 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 R / LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL LOADING @(SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL CHARGES INCURRED BY BHEL
				EIPT PAYMENT WITH 110% BANK E GUARANTEE BY WIRE TRANSFER/ AND BALANCE 10% WITH 11 30 DA	ON OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH LC PLUS LC RELATED BANK CHARGES
				INTEREST BEARING PART ADVAN (MAXIMUM 5% @SBI BASE RATE COME TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/AND BALANCE (90-X)% PAYMENT WIRE TRANSFER/LC AFTER RECEI AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WIN 30 DAYS AFTER COMPLETION CE&C	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 POPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				INTEREST BEARING PART ADVAN (MAXIMUM 5% @SBI BASE RATE O TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/ AND BALANCE (90-X)% PAYMENT WIRE TRANSFER /LC AFTER RECEI AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND BY LOADING @ (SBI BASE RATE ON TENDER IPT OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
SLNO	COMMERCIAL T		ı		OADING FACTOR FOR NON COMPLIANCE TO
					BHEL STANDARD TERMS

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

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	rendor Code (to be filled by BHEL)		
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			
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	ype of Request (Tick one)	NEW	CHANGE
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			
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	2 Address		
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			
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			
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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	3		
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			
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			
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			
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			
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			
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			
12 Fax No. with STD Code 13 Email ID 14 Website (URL) BANK DETAILS FOR EFT / RTGS 1 Bank Name			
13 Email ID 14 Website (URL) BANK DETAILS FOR EFT / RTGS 1 Bank Name			
14 Website (URL) BANK DETAILS FOR EFT / RTGS Bank Name			
BANK DETAILS FOR EFT / RTGS 1 Bank Name			
1 Bank Name	` /	<u> </u>	
2 Branch 3 Branch Code 4 Branch Address			
Branch Code Branch Address			
4 Branch Address			
5 Branch Phone No			
6 Account No.			
7 Account Type: SB/ Current/ other (Specify)		ify)	
8 MICR Code			
9 IFSC Code	JIFSC 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:
Company
Seal

Authorised Signatory
Designation:



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]

		В	Sefore filling, please	e refer to instructions on pag
) <u>VENDOR PR</u>	OFILE:			
1.1 Name and a	address of the vendor:			
Phone Nos.	<u>:</u>			
Fax No.:				
<u>Email:</u> 1.			2.	
1.2 Local repre	sentative name & addr	ess in Hyderabad	d/Secundrabad:	
Phone Nos.	<u>.</u>			
Fax No.:				
Email:				
Contact Per	son:			
Mobile No:				

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of morganization)		
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	Consultants	Workers

(Engr/Scientists/Mgmt/Fin.)	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
CEO	/ I NOI NIL I ON

SEAL:
DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.

- 2. The competent authority reserves the right to accept or reject the registration.
- 3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
- 4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
- 5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

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



Bharat Heavy Electricals Limited

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

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

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

1.0 GENERAL INFORMATION:

- 1.1 NAME OF COMPANY
- 1.2 DETAILS OF HEAD OFFICE:

ADDRESS:
TELEPHONE:
FAX:
EMAIL:
WEB SITE:

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS:
TELEPHONE:
FAX:
EMAIL:
WEB SITE:

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



RD:MPX:F-13

Bharat Heavy Electricals Limited

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

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

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agnecy Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.