



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

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## ENQUIRY

Ref: 031980031

Date 16-04-2019

### Enquiry for AMC for Canteen Equipment

Enquiry No:031980031 Enquiry Date : 16-04-2019 Due Date: 07-05-2019 Indicative Delivery Date : 31-05-2019

Sl.No	Item Description	Unit	Qty
1	AMC for Preventive and Breakdown Maintenance of Canteen Equipments in BHEL R&D Lab Complex	YEAR	1

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

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

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	<b>ENQUIRY &amp; QUALIFYING CRITERIA</b>	Volume - 1 Enquiry No 031980031
AMC for Canteen Equipment		

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) AMC for Preventive and Breakdown Maintenance of Canteen Equipments in BHEL R&D Lab Complex - 1 YEAR
3	Enquiry Reference no.	031980031
4	Indicative Delivery Date	31-05-2019
5	Due date, Time and place for submission of tender	07-05-2019 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 07-05-2019, 2 PM
		<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"> <li>Signed General Terms &amp; Conditions (GTC)</li> <li>Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>Signed commercial bid</li> <li>Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure</li> </ol> <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>

7	Mode of Submission of Tender	<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> <ol style="list-style-type: none"> <li>1) One attachment shall contain <ol style="list-style-type: none"> <li>a. Signed General Terms &amp; Conditions (GTC)</li> <li>b. Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>d. Signed commercial bid</li> <li>e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</li> </ol> </li> <li>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.</li> </ol> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>
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	<b>GENERAL TERMS &amp; CONDITIONS (GTC)</b>	Volume - 1 Enquiry No 031980031
AMC for Canteen Equipment		

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>Preferences as mentioned in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 shall be given to Micro and Small enterprises.</p> <p>Main points which are mentioned in the above Policy are as follows:</p> <ol style="list-style-type: none"> <li>1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 20 percent of total tendered value provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.</li> <li>2) In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them.</li> <li>3) Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs .</li> <li>4) In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order , and additionally share the balance 16% with other non-SC/ST MSE bidders.</li> <li>5) Up to 4% of the tendered quantity shall be procured from MSE's owned by SC/ST's at L1 price. Failure to participate by any MSE owned by SC/ST's this quantity shall be procured from other MSEs.</li> <li>6) Above preferences are for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.</li> <li>7) MSE bidders must submit registration certificates from bodies specified by the Ministry of MSME.</li> <li>8) SC/ST owned enterprises ( i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:          District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary          Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner          Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate          Revenue Officer not below the rank of Tehsildar       </li> </ol>

		<p>Sub-divisional Officer of the area where the individual and/or his family normally resides</p> <p>a. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.</p> <p>b. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services</p> <p>All these benefits are subject to production of all statutory documents as per General Terms &amp; Conditions (GTC) of enquiry along with Udyog Aadhaar Number</p>
2	Preference to Make in India	<p>For this procurement, Public Procurements (Preference to make in India), order 2017dated 15.06.2017 &amp; 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.</p>
3	Late Tenders	<p>Tenders received after due date/time(12:00hrs) will not be considered</p>
4	Discrepancy in words and figures	<p>(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.</p> <p>(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</p> <p>(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.</p> <p>(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.</p>
5	Two Part bid clarifications	<p>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.</p>
		<p>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</p>

6	Price Impacts	price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
7	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
8	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
9	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
10	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
11	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> . Guidelines for suspension of business dealings with suppliers/contractors are available on <a href="http://www.bhel.com">www.bhel.com</a> under supplier registration page
12	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
13	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.
14	Destination	Indian Vendors: Destination shall be Stores, BHEL R&D, Vikasnagar, Hyderabad-500093. Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments and 2) BHEL R&D, Hyderabad, India for air consignments.
15	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.

16	EMD	<p>Submission of earnest money deposit (EMD) along with offer is required. EMD is to be deposited in cash (as permissible under IT act), or by pay-order/Demand Draft drawn in favour of BHEL R&amp;D,Vikasnagar,Hyderabad 500 093. EMD amount will be returned to all unsuccessful bidders after placement of order. EMD amount shall not carry any interest.</p> <p>EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <p>i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.</p> <p>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p>EMD amount is Rs. 6380</p>
17	Security Deposit	<p>Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.</p> <p>Modes of Deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <p>i) Cash (as permissible under the extant Income Tax Act)</p> <p>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</p> <p>iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</p> <p>iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</p> <p>v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>
		<p>BHEL will deal directly with foreign vendors, where ever required, for procurement of goods.However, if the foreign</p>


18	Foreign Vendors	<p>principal desires to avail of services of an Indian agent, then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement (as per *).</p> <p>* The Agency Agreement shall specify 1) Agency commission, 2) Responsibilities of the agent, 3) Territory, 4) Agreement Period</p>
19	Fraud Prevention Policy	<p>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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
20	Signing & Stamping	<p>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</p>

**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**



	<b>COMMERCIAL TERMS &amp; CONDITIONS (CTC)</b>	Volume - 1 Enquiry No 031980031
AMC for Canteen Equipment		

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 appliacable 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>	
		<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> <ul style="list-style-type: none"> <li>a. Signed General Terms &amp; Conditions (GTC)</li> <li>b. Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>d. Signed commercial bid</li> <li>e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure</li> </ul> <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>	


2	Two part	<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> <ol style="list-style-type: none"> <li>1) One attachment shall contain             <ol style="list-style-type: none"> <li>a. Signed General Terms &amp; Conditions (GTC)</li> <li>b. Filled and Signed Commercial Terms &amp; Conditions (CTC)</li> <li>c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</li> <li>d. Signed commercial bid</li> <li>e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</li> </ol> </li> <li>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.</li> </ol> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>	
		<p>This enquiry is for annual maintenance contract.</p> <p>A) Terms of Delivery (Software AMC): Free delivery (Online/Web</p>	

3	AMC	download) B) Please quote payment terms as "Quarterly/Half yearly/Yearly basis. Payment will be made after completion of each period.	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	
5	Price basis	<p>The prices shall be firm for entire period of contract.</p> <p>The suppliers shall indicate packing and forwarding charges, if any, separately.</p> <p>All foreign suppliers shall quote the lowest prices on a) 'FOB-Nearest International Gateway Airport for Air consignments. BHEL shall organize shipment through our authorized freight forwarder from gateway Airport. An amount of 2% on basic value towards freight and 1% on basic value towards insurance will be added for cost comparison.</p> <p>b) CFR-Mumbai/Nhava sheva seaport for sea consignments. An amount of Insurance @ 1% (Supplier's seaport to BHEL R&amp;D Stores, Hyderabad)+ local transport charges (Mumbai/Nhavasheva Seaport to BHEL R&amp;D Stores, Hyderabad) based on weight/dimensions furnished by the supplier in the tender shall be added for landed cost evaluation.</p> <p>All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&amp;D Stores or F.O.R destination' basis only.</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**

	<b>OTHER TERMS &amp; CONDITIONS</b>	Volume - 1 Enquiry No 031980031
AMC for Canteen Equipment		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Technical queries	For any technical queries kindly contact:Pankaj D Mahanjan, Email:pdmahajan@bhel.in and Mobile:9866986994	
2	Regarding Concessional 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 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	
		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.	

4	General terms	<p>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.</p> <p>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. 3) 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>	
5	Payment Terms	The AMC payment will be made on Quarterly basis within 30 days after submission of invoice and on satisfactory completion of service. GST will be reimbursed only after submission of proof of payment of GST to government.	
6	Firm Price	The prices shall be firm for entire period of contract.	
7	Applicable Taxes/Duties	Please indicate the applicable Taxes/Duties in the offer clearly.	
8	AMC Period	1 Yr from the date of order	

**Signature of the bidder with Seal & Date**

	<b>ITEM SPECIFICATIONS</b>	Volume - 2 Enquiry NO 031980031
AMC for Canteen Equipment		

SL.No.	Item		
1	<b>AMC for Preventive and Breakdown Maintenance of Canteen Equipments in BHEL R&amp;D Lab Complex</b>		
	sl no	Descriptions	BHEL Specifications Vendor Specifications/ Deviations
	1	List of Canteen Equipment	As per Annexure-I
	2	Scope of Work and Unpriced Bid Format	As per Annexure -2. Suppliers shall quote prices in Unpriced bid format only

\* 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
				FULL ADVANCE PAYMENT WITH BANK GUARANTEE	LOADING @ ( SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE TOTAL PO VALUE FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ ( SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT FOR ONE MONTH
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
				90% ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON 90% OF THE PO VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO THE NEAREST MONTH) + 1 MONTH
				PART ADVANCE (X%) PAYMENT WITH 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 OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT WITH 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
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE 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. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
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 RESENTATION 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 GUARANTEE 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
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE 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 the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE 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 the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS		BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON 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)	
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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&amp;D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

## VENDOR REGISTRATION FORM

(Indigenous supplier)

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

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 Before filling, please refer to instructions on page-4
 

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### 1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

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

2.

1.2 Local representative name &amp; address in Hyderabad/Secundrabad :

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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.

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**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.



RD:MPX:F-14

# Bharat Heavy Electricals Limited

Corp. R&amp;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 SUPPLIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

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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**

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## **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 relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

