



INDIAN AGENTS OF FOREIGN SUPPLIERS

- 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.
- IT SHALL BE INCUMBENT ON THE INDIAN AGENT AND THE FOREIGN PRINCIPAL TO ADHERE TO THE RELEVANT GUIDELINES OF GOVT.OF INDIA, ISSUED FROM TIME TO TIME.
- THE AGENCY AGREEMENT SHOULD SPECIFY THE PRECISE RELATINSHIP 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 ENERAL 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.
- ANY AGENCY COMMISSION TO BE PAID BY BHEL TO THE INDIAN AGENT SHALL BE IN INDIAN CURRENCY ONLY.
- TAX DEDUCTION AT SOURE IS APPLICABLE TO THE AGENCY COMMISSION PAID TO THE INDIAN AGENT AS PER THE PREVAILING RULES.
- IN THE ABSENCE OF ANY AGENCY AGREEMENT, BHEL SHALL NOT DEAL WITH ANY INDIAN AGENT (AUTHORISED REPRESENTATIVES / ASSOCIATE / CONSULTANTOR WHATEVER NAME CALLED) AND SHALL DEAL DIRECTLY WITH THE FOREIGN PRINCIPAL ONLY FOR ALL CORRESPONDENCE AND BUSINESS PURPOSES.
- THE "GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS ENCLOSED AT ANNEXURE-A SHALL APPLY IN ALL SUCH CASES.
- THE SUPPLY AND EXECUTION OF THE PURCHASE ORDER (INCLUDING INDIGENOUS SUPPLIES/SERVICE) SHALL BE IN THE SCOPE OF THE OEM/FOREIGN PRINCIPAL. THE OEM /FOREIGN PRINCIPAL SHOULD SUBMIT THEIR OFFER INCLUSIVE OF ALL INDGENOUS SUPPLIES/ SERVICES AND EVALUATION WILL BE BASED ON 'TOTAL COST TO BHEL'. IN CASE OEM/ FOREIGN PRINCIPAL RECOMMENDS PLACEMENT OF ORDER(S) TOWARDS INDIGENOUS PORTION OF SUPPLIES/ SERVICES ON INDIAN SUPPLIER(S)/ AGENT ON THEIR BEHALF, THE CREDENTIALS/ CAPACITY/ CAPABILITY OF THE INDIAN SUPPLIER(S)/ AGENT TO MAKE SUPPLIES/SERVICES SHALL BE CHECKED BY BHEL AS PER THE EXTANT GUIDELINES OF SUPPLIER EVALUATION, APPROVAL & REVIEW PROCEDURE (SEARP), BEFORE OPENING OF PRICE BIDS. IN THIS REGARD, DETAILS MAY BE CHECKED AS PER ANNEXURE-B. IT WILL BE THE RESPONSIBILITY OF THE OEM / FOREIGN PRINCIPAL TO GET ACQUAINTED WITH THE EVALUATION REQUIREMENTS OF INDIAN SUPPLIER/ AGENT AS PER SEARP AVAILABLE ON WWW.BHEL.COM.

THE RESPONSIBILITY FOR SUCCESSFUL EXECUTION OF THE CONTRACT (INCLUDING INDGENOUS SUPPLIES/ SERVICES) LIES WITH OEM/ FOREIGN PRINCIPAL. ALL BANK GUARATEES TO THIS EFFECT SHALL BE IN THE SCOPE OF THE OEM/ FOREIGN PRINCIPAL.



ANNEXURE – A

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/retainer ship being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of Particulars of agents/ representatives in India, if any.**
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers.
 - 2.1.1 The Bidder(S) Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is existing company and details of the same shall be furnished.
 - 2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the tender that the commission /remuneration, if any, payable to his agents/representatives in India, may be paid by BHEL in Indian Rupees only.
 - 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
 - 2.2.1 The Bidder(S) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well their status, i.e. whether manufacture or agents of manufacture holding the Letter or authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price(s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of Tender that the commission/remuneration, if any, reserved for the Tender in the quote price(s), may be paid by BHEL in India in equivalent Indian Rupees on Satisfactory completion of the project or supplies of Stores and spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure of furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.



ANNEXURE – B

This format is applicable only to India Suppliers/ Agents supplying indigenous portion of Foreign Purchases. In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none">• Attach authorization letter and agency agreement from principal (from whom capital equipment is procured)• Attach copy of declaration from Foreign Principal for total guarantee warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration Particulars
4.1	Permanent Account No.
4.2/4.3	Sales Tax/ TIN no
4.6	Services tax. no. (in case of E & c)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel Employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)



RESPONSE SHEET:

ANNEXURE -C

SL NO	DESCRIPTION	BHEL REQUIREMENT	VENDORS' OFFER
1	Terms of quote		
	1 A. Delivery Term (for Indigenous)	FOR BHEL- STORES	
	1 B. Delivery Term (for Imports)	FOB & CIF BASIS UPTO PORT OF DISCHARGE	
	Taxes and duties		
2	EXCISE DUTY/E.Cess/SHE.Cess	%	
3	Service Tax, if any	%	
4	CST/VAT (BHEL shall furnish C- form)	%	
5	PACKING & FORWARDING CHARGES	BY SUPPLIER	
6	FREIGHT & INSURANCE	BY SUPPLIER	
7	PAYMENT TERMS : (INDIGENOUS)	Our standard payment terms are 100% in 30days on receipt of material at BHEL stores for accepted quantity (45 Days from GRN Date for the accepted quantity). In case of any alternate payment terms offered by the supplier, their price will be loaded with prevailing (on the date of tender opening) State Bank of India PLR rate +2.0%. BHEL being A Government of India Undertaking are governed by strict Corporate and RBI Guidelines and therefore shall not entertain any request for Advance Payment. The payment shall be through NEFT & sight draft for imports.	
8	PAYMENT TERMS: (IMPORTS)	90 days from BL date.	
10	DELIVERY	As specified in Terms & Conditions	
12	RISK PURCHASE CLAUSE	As specified in Terms & Conditions	
14	VALIDITY FROM TENDER OPENING DATE.	90 days	
15	UNPRICED "Price Bid Format"	To be submitted along with Technical Bid without mentioning Price.	

Please fill this sheet and send with Techno-Commercial offer, duly signed.



Un-Priced "Price Bid Format"

Annexure - D

SL.NO.	DESCRIPTION	Quoted / not Quoted / NA
1	BASIC PRICE OF MATERIAL INCLUDING INSURANCE (as per Specification)	
2	TOTAL / F.O.R BHEL EPD STORES / C.I.F COST	
3	CVD /EXCISE DUTY & CESS ON CVD OR ED (Mention Current applicable %)	
4	SAD as applicable	
5	ST / CST / VAT (Mention Current applicable %)	
6	TOTAL VALUE	

NOTE:

- 1) For overseas vendors, on CIF Price, Inland Freight and Destination charges etc., will be considered while evaluating the price to BHEL

Please do not mention Price anywhere in this format. This format has to be enclosed with Techno Commercial bid (Part-A)

Signature with Seal



FORM NO. E – 5

Appendix –VIII

(For Indian Vendors)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

MODEL MANDATE FORM

INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT
CLEARING MECHANISM

SCHEME NAME AND THE PERIODICITY OF PAYMENT

1. INVESTOR/CUSTOMER'S NAME:

2. PARTICULARS OF BANK ACCOUNT

A. BANK NAME:

B. BRANCH NAME:

ADDRESS:

TELEPHONE NO:

C. 9- DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE MICR
CHEQUE ISSUED BY THE BANK:

D. ACCOUNT TYPE (S.B ACCOUNT/CURRENT OR CASH CREDIT) WITH CODE
10/11/13:

E. I F S C NO.

F. ACCOUNT NUMBER (AS APPEARIG ON THE CHEQUE BOOK):

G. E MAIL ID: ADDRESS

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

[Type text]



3. DATE OF EFFECT:

I hereby state that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date: (-----)
Signature of the Investor/ Customer

Certificate that the particulars furnished above are correct as per our records.

COMPANY STAMP (-----)
Date: SIGNATURE OF THE AUTHORIZED/ OFFICIAL

From the Bank