



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

PHONES:23774494 (EXT:9804)

FAX : 91 40 23770698

RD:DP:MPX:F-04

Ref: 261308891

**ENQUIRY**

Date 07-10-2014

Enquiry for **Digital Dielectric Test Setup**

Enquiry No:261308891 Enquiry Date : 07-10-2014 Due Date: 04-11-2014 Indicative Delivery Date : 31-01-2015

Sl.No	Item Description	Unit	Qty
1	Digital Dielectric Test Setup	NO	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, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

P Srinivasa Rao  
Administrative Officer  
psrao55@bhelrnd.co.in

	<b>ENQUIRY &amp; QUALIFYING CRITERIA</b>	Volume - 1 Enquiry No 261308891
Digital Dielectric Test Setup		

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) Digital Dielectric Test Setup - 1 NO
3	Enquiry Reference no.	261308891
4	Indicative Delivery Date	31-01-2015
5	Due date, Time and place for submission of tender	04-11-2014 upto 12 noon. Sealed Quotations shall be addressed to AGM(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. 04-11-2014, 2 PM
7	Mode of Submission of Tender	<p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <ol style="list-style-type: none"> <li>1. First Cover shall contain:             <ol style="list-style-type: none"> <li>a. Technical &amp; Commercial bid.</li> <li>b. Filled in commercial complaince statement(mandatory)</li> <li>c. Copy of Price-bid with price(s) cells blank (un-priced price bid)</li> </ol> </li> <li>2. Second cover shall contain Price Bid. Price Bid Containing Price quotes, 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.</li> </ol> <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: 'eoffers@bhelrnd.co.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. One attachment shall contain a) Technical &amp; Commercial bid b) Filled in Commercial Compliance Statement (mandatory) and c) Copy of price bid with price(s) cells blank (un-priced price bid). The second attachment shall contain price bid.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p>



## GENERAL TERMS & CONDITIONS (GTC)

Volume - 1  
Enquiry No  
261308891

Digital Dielectric Test Setup

SL.No.	Clause	BHEL REQUIREMENT
1	General	<p>a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection.</p> <p>b. We, BHEL R&amp;D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 &amp; Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison.</p> <p>c. Taxes &amp; Duties quoted will be taken for evaluation of landed cost &amp; order placement and no change will be entertained later except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account.</p> <p>d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change.</p> <p>e. BHEL R&amp;D do not issue 'C' form .</p> <p>f. L1 status shall be decided on Cost to BHEL Basis.</p>
2	Foreign Suppliers	<p>BHEL will deal directly with foreign vendors, where ever required, for procurement of goods.However, if the foreign principal desires to avail of services of an Indian agent,then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement containing agency commission. Any supplier (Agents/distributors/representatives) desirous of quoting imported goods/services, they should submit the quote in foreign currency along with agency agreement copy, failing which their offer is liable for rejection.In case of non submission of agency agreement copy,the principal should submit the quotation to BHEL directly. Foreign supplier will also indicate in their offer Indian agent's name, if any, address and percentage of agency commission out of the quoted price. Fully owned Indian Subsidiaries/distributors of Foreign Companies shall quote in Foreign Currency on FOB basis only.</p>
3	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
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	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.
6	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.
		All offers in price bid opening or reverse auction shall be evaluated in Indian currency

7	Price bid evaluation	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	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.
10	Destination	Indian Vendors: Destination shall be Stores, BHEL R&D, Hyderabad. Foreign Vendors: 1) BHEL R.O.D Office, Mumbai, India for sea consignments and 2) BHEL R&D, Hyderabad, India for air consignments.
11	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
12	Inspection	On receipt, the goods shall be subjected to inspection and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.

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



## COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1  
Enquiry No  
261308891

Digital Dielectric Test Setup

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Reverse Auction	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid□ in the Reverse Auction. Non-submission of „online sealed bid□ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p>	
2	Validity of Offer	90 days from date of techno-commercial bid opening.	
3	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 'FOB-Nearest International Airport' basis. An amount of 3% on basic value towards freight and insurance will be added for cost comparison.</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>	
4	LD Clause	Failure to supply the goods and/or 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.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).	
5	Payment Terms	<p>a) For Indian Offers : BHEL standard payment term is "100% payment along with taxes by EFT/RTGS within 30 days of receipt and acceptance of material at BHEL R&amp;D Stores,Hyderabad". For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors' sheet which is enclosed to this enquiry.</p> <p>b) For Foreign Offers : BHEL standard payment term is "100% Invoice value by wire transfer within 30 days of receipt and acceptance of material at BHEL R&amp;D Stores,Hyderabad". For other payment terms there will be a loading on the offer as mentioned in our "Loading Factors" sheet which is enclosed to this enquiry.All bank charges inside India shall be to BHEL account and outside India shall be to supplier's account.</p>	
6	Freight & Insurance	Insurance will be arranged by BHEL in case of FCA / FOB basis supplies.In such cases ,an amount of 3% towards freight and insurance will be added for cost comparison.	
7	Agency Agreement	<p>Guidelines regarding dealing with Indian agents of foreign suppliers</p> <ol style="list-style-type: none"> <li>1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement.</li> <li>2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of government of India, issued from time to time.</li> <li>3. The agency agreement should specify the precise relationship between the foreign oem and services to be rendered by agent / associate, whether general in nature or in relation to the particular contract, must clearly stated by the foreign supplier / Indian agent. Any payment, which the agent / associate receives in India or abroad from the oem, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to encurse compliance to the laws of the country.</li> <li>4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency.</li> <li>5. When ever Indian agents are representing on behalf of their principals, the relevant</li> </ol>	

		authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.	
8	Delivery Period	<p>FOR INDIAN SUPPLIES :</p> <p>=====</p> <p>Suppliers are requested to quote for the delivery mentioned in the enquiry. However, in case it is not possible to meet the delivery requirement of BHEL, they shall mention in the right column the best possible delivery period</p> <p>1) From date of Purchase order =====&gt;</p> <p>2) From receipt of material / input data / drawings etc. from BHEL=====&gt; (if applicable)</p> <p>3) From receipt of approval of design documents / drawings etc. by BHEL=====&gt; (if applicable)</p> <p>4) Time from PDI to despatch =====&gt; (if applicable)</p> <p>However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.</p> <p>=====</p> <p>FOR FOREIGN SUPPLIES :</p> <p>=====</p> <p>Suppliers are requested to quote for the delivery mentioned in the enquiry. However, in case it is not possible to meet the delivery requirement of BHEL, they shall mention in the right column the best possible delivery period</p> <p>1. From date of Purchase order :=====&gt;</p> <p>2. From receipt of input data / drawings etc. from BHEL=====&gt; (if applicable)</p> <p>3. From receipt of approval of design documents / drawings etc. by BHEL =====&gt; ( if applicable )</p> <p>4. From date of LC Opening=====&gt; ( if applicable)</p> <p>5. From date of PO acceptance =====&gt; (wherever issues like export clearance etc. are involved, mentioning the reasons)</p> <p>However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.</p>	
9	Taxes and duties	All Indian suppliers shall clearly mention current sales tax/VAT,Excise duty and Service Tax etc, if any,payable in addition to the quoted price and indicate applicable rates/percentage,item-wise clearly.The vendors should mention applicable Registration Number(s) specifically in their quotation.The suppliers are requested to submit their bids clearly stating applicable taxes and duties.The quoted taxes/duties will be taken for cost evaluation and order placement and no change will be entertained later except in the case of changes made by the government. Please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. However Proof of payment of service tax is required to be submitted for reimbursement of the same.	
10	Weight and Packing Dimensions.	The Supplier shall indicate the shipping weight (Kgs) and dimensions(L x W x H in cms) clearly along with offer.	

**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.

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



## ITEM SPECIFICATIONS

Volume - 2  
Enquiry NO  
261308891

Digital Dielectric Test Setup

SL.No.	Item		
1	<b>Digital Dielectric Test Setup</b>		
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
1	General	To measure capacitance and tan delta of insulating materials, generator, motor, cable, transformer, capacitors, etc.	
2	Input supply	230 V $\pm$ 10%, 50 Hz or 415 V $\pm$ 10%, 50 Hz	
3	Capacitance		
3A	Range	1 pF to 100 $\mu$ F or better	
3B	Resolution	0.01 pF or better	
3C	Accuracy	$\pm$ 0.5% rdg $\pm$ 0.5 pF or better	
4	Inductance		
4A	Resolution	0.1 mH or better	
4B	Accuracy	$\pm$ 0.5% rdg $\pm$ 0.5 mH or better	
5	Tan Delta		
5A	Range	0 to 100 or better	
5B	Resolution	1 X 10 <sup>(-5)</sup> or better	
5C	Accuracy	$\pm$ 1% rdg $\pm$ 1 X 10 <sup>(-4)</sup> or better	
6	Power Factor		
6A	Range	0 to 1 or better	
6B	Resolution	1 X 10 <sup>(-5)</sup> or better	
6C	Accuracy	$\pm$ 1% rdg $\pm$ 1 X 10 <sup>(-4)</sup> or better	
7	Voltage		
7A	Range	1 to 10 kV or better	
7B	Resolution	1 V or better	
7C	Accuracy	$\pm$ 1 % rdg $\pm$ 1V or better	
8	Test Current		
8A	Range	Upto 5A	
8B	Resolution	1 $\mu$ A or better	
8C	Accuracy	$\pm$ 1 % rdg $\pm$ 1 $\mu$ A or better	
9	Test Frequency		
9A	Range	30 to 1000 Hz or better	
9B	Resolution	0.01 Hz	
9C	Accuracy	$\pm$ 0.1 % rdg $\pm$ 0.1 Hz or better	
		The suitable pre-installed software program for programming, smooth running,	

10	Software Program	analyzing and calculation of properties using the instrument / equipment, if it forms the package quoted, shall be listed, specified and its features shall be explained briefly in the quotation. However, if the software is not a pre-installed one, and if it does not form a part of the package quoted, it shall be listed, specified and quoted separately and vendor shall confirm the suitability of the specified software system along with brief explanation of its features.	
10A	Software Features	Control and evaluation software for frequency domain, dielectric, conductivity and impedance measurements with in-built analysis function.	
10B	Measurements	Fully automated for impedance, capacitance, and dielectric loss over entire specified frequency and temperature range.	
10C	Display	Graphical online display of measured data.	
10D	Reporting	The provision of printing of reports and transfer to database applications must be provided.	
10E	Compatibility	All Microsoft Windows versions	
10F	Data storage	Must be able to store 100 or more test results.	
11	Operating temperature	-10 deg C to 50 deg C or better	
12	Storage Temperature	-10 deg C to 60 deg C or better	
13	Humidity	5 to 95 % r.h., non-condensing	
14	Compliance to Standards	The offered product should conform to international standards of ISO, ASTM, IEC, as the case may be. A declaration to this effect by the OEM, with the supporting documents if any, may be furnished by the vendor.	
15	Protection Standards	As per IEC 61010 or any other relevant standard	
16	Connecting AC Mains Cable	All necessary cables for connection with AC mains to be provided with suitable safety interlocks.	
17	Connection Test leads	All necessary cables for connection with accessories to be provided with suitable safety interlocks.	
18	Catalogue Details	Detailed catalogue, sketch / photographs of the instrument and accessories / attachments should be submitted with the offer.	
		Supplier shall provide operation	

19	Operating and Maintenance manual	and maintenance manual & other documents along with the Test and guarantee certificates in simple English language	
<b>G</b>			
<b>General Specifications</b>			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
1	LANGUAGE	The offer and all documents enclosed with offer should be in English language only.	
2	AUTHORIZED REPRESENTATIVE	In the case of the vendor being the authorized Indian dealer(s) / representative(s) for sales & service, other than the Indian Office / Indian subsidiary of the OEM, appropriate agreement between the OEM & the authorized Indian dealer(s) / representative(s) for sales & service, mentioning clearly the commission amount / percent commission amount, if any, shall be provided.	
3	MULTIPLE OFFERS	If the offer is from an authorized representative in India, the Indian representative cannot quote for the same equipment from more than one OEM. Vendor to comply with the same.	
4	SUPPLY HISTORY	The vendor should have already supplied and installed similar equipment in India, in the preceding years and operating satisfactorily. The details of the customers with contact details, machine model installed, date of installation, etc. to be provided by the vendor.	
5	NATURE OF EQUIPMENT	Offer shall be for new equipment and not for any refurbished / used equipment. All the parts used in the machine shall also be new and not used / refurbished ones.	
6	AFTER SALE SUPPORT	The vendor shall be in a position to undertake AMC or provide service support for the equipment supplied, after the expiry of the warranty/ guarantee period either directly or through an authorized, trained service representative stationed in India.	
7	AMC	The vendor shall submit their offer for the AMC after the expiry of the warranty/ guarantee period for a period not less than 2 years from the expiry of the warranty/ guarantee period, indicating clearly the amount or the amount as percent of the quoted price of the equipment.	
		All the spares required for normal trouble free operation of equipment/instrument/item/system during the warranty period shall be listed and supplied along with	

8	SPARES	the offer. These spares, if not included along with the offer for the main equipment, should be quoted separately, indicating clearly the spares for the NORMAL OPERATION. List of back up spares / additional spares, if any, should be listed and quoted separately as OPTIONAL SPARE item.	
9	SPARES AVAILABILITY	Vendor shall support the availability of spares and maintenance workforce for 5 years from date of commissioning. Vendor to confirm and comply with the same	
10	SERVICING BASE	Vendor shall provide proof and details of servicing base facility, spare parts availability, etc. in India. Vendor to confirm and comply with the same	
11	ESSENTIAL ACCESSORIES	All the essential accessories required for the normal operation of equipment during the commissioning shall be listed along with the offer. The essential accessories, if not included along with the offer for the main equipment, shall be listed and quoted separately, indicating clearly as ESSENTIAL ACCESSORIES.	
12	OPTIONAL ACCESSORIES	The optional accessories, if any, should be listed and quoted separately as optional accessories.	
13	MANUFACTURER'S TEST CERTIFICATE	Manufacturer's Test Certificate required and shall be provided along with the dispatch documents.	
14	WARRANTY	18 months from the date of dispatch or 12 months from erection and commissioning whichever is earlier.	
15	TIME PERIOD FOR SUPPLY	The vendor should quote the earliest schedule for the supply of the equipment. However, BHEL reserves the right to accept the offer not meeting the schedule for the supply indicated in the tender. Vendor to confirm and comply with the same.	
16	DEMONSTRATION	If required by BHEL, the vendor shall arrange for a demonstration of the equipment or a similar system operating in India. All the incidental charges like travel, accommodation etc shall be borne by BHEL. Vendor to confirm and comply with the same.	
17	ERECTION & COMMISSIONING (E&C)	The vendor should quote the earliest schedule for the Erection & Commissioning (E&C) and demonstration of the equipment. However, BHEL reserves the	

	AND DEMONSTRATION PERIOD	right to accept the offer not meeting the schedule for the supply indicated in the tender. Vendor to confirm and comply with the same.	
18	COMMISSIONING AND DEMONSTRATION	The vendor shall Commission the equipment and demonstrate all features it, including trial runs to the satisfaction of BHEL during the Commissioning / Demonstration.	
19	TOOLS AND FIXTURES FOR ERECTION & COMMISSIONING (E&C)	All necessary tools, fixtures and other items required for the commissioning of equipment within stipulated time shall be brought by vendor on returnable basis. All incidental charges towards the same to be borne by the vendor. Vendor to confirm and comply with the same.	
	Pre Dispatch Inspection	Inspection shall be carried out by BHEL. The Vendor shall give minimum of 7 days notice for inspection along with internal test certificates.	

\* 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	
				SAME	NIL	
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)	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 TRNSFER /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	
				SAME	NIL	
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	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 GUARNTTEE 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	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?s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS**

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

Vendor Code (to be filled by BHEL) 

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

**BANK DETAILS FOR EFT / RTGS**

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

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

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :

Company

Seal

Authorised Signatory  
Designation :



Corp. R&D  
DIVISION

VIKAS  
NAGAR,

RD:MPX:F-13

## Bharat Heavy Electricals Limited

HYDERABAD- 500 093 (INDIA)

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

### VENDOR REGISTRATION FORM

(Indigenous supplier)

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

Before filling, please refer to instructions on page-4

#### 1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Nos.:

Fax No.:

Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

#### 2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed

**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		
6		

**9.0 REFERENCE LIST :**

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		

5		
6		
7		

**10.0 INFRASTRUCTURE / FACILITIES:**

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:**

#	Unit	Registration No	Year
1			
2			
3			
4			

**12.0 ANY OTHER INFORMATION :****DECLARATION:**

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

**SEAL:**

**DATE:**

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

**Instructions**

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



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 SUPPIER (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)

Ph: 040 – 23772704, Fax: 040 – 23770698, email: [mpx@bhelrnd.co.in](mailto:mpx@bhelrnd.co.in)

RD:MPX:F-13

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

