



## 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.

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## 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
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/Systems/Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"><li>• Attach <b>authorization letter and agency agreement</b> from principal (from whom capital equipment is procured)</li><li>• Attach copy of declaration from Foreign Principal for <b>total guarantee warranty of indigenous supplies</b></li></ul>
3.3	Year of establishment
<b>3.4</b>	Year of commencement of business
<b>4.0</b>	<b>Registration Particulars</b>
4.1	Permanent Account No.
4.2/4.3	Sales Tax/ TIN no
4.6	Services tax. no. (in case of E&c )
<b>5.0</b>	<b>Organizational strength</b>
<b>6.0</b>	<b>Other particulars</b>
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
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is less)



### Un-Priced "Price Bid Format"

Vendors should submit copy of "Price Bid Format" (Part-B), **but without mentioning price at any place**, along with the Technical Bid (Part-A)

It should contain details of offered Item(s) / equipment(s) and spares if any, Taxes & Duties (with current applicable rates), Packing & Forwarding charges, Freight & Insurance charges, Installation / Erection & Commissioning charges (if applicable), Service Tax (current applicable rate), Training/Supervision charges, if any.

Wherever %age are applicable, please mention in percentage and wherever a lumpsum charge is applicable, please mention as "charges quoted".

This format has to be enclosed with Technical bid (Part-A).



**RESPONSE SHEET:**

SL NO	DESCRIPTION	BHEL REQUIREMENT	VENDORS' OFFER
1	Terms of quote		
	1 A. Delivery Term (for Indigenous)	FOR BHEL- EPD STORES	
	1 B. Delivery Term (for Imports)	FOB / FAS ( Foreign port)/CIF	
2	EXCISE DUTY/E.Cess/SHE.Cess	%	
3	Service Tax, if any	%	
4	CST/VAT (BHEL shall furnish C- form)	%	
5	PACKING & FORWARDING CHARGES	To be mentioned	
6	FREIGHT & INSURANCE	To be mentioned	
7	PAYMENT TERMS : (INDIGENOUS)	80% OF MATERIAL VALUE WITH 100% TAXES & DUTIES SHALL BE MADE WITHIN 45 DAYS TIME FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. 20% OF MATERIAL VALUE AFTER E & C CERTIFICATE ISSUED BY BHEL AND SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG), VALID FOR 30 DAYS BEYOND THE WARRANTY PERIOD BY SUPPLIER FROM ANY OF THE CONSORTIUM BANKS OF BHEL FOR 10% OF TOTAL PO VALUE. THE PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.	
8	PAYMENT TERMS: (IMPORTS)	THROUGH L/C.	
9	ERECTION/INSTALLATION & COMMISSIONING	As specified in nit	
10	DELIVERY	4 TO 6 weeks	
11	PENALTY FOR DELAY	Not applicable	
12	RISK PURCHASE CLAUSE	AS PER BHEL NORMS (clause XV)	
13	WARRANTY	12 Months from the date of E&C or 18 Months from the date of supply, whichever is earlier	
14	VALIDITY	90 DAYS FROM PRICE BID OPENING	
15	UNPRICED "Price Bid Format"	To be submitted along with Technical Bid.	

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



FORM NO. E – 5

Appendix -VIII

## 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)



P.T.O

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