



BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION

VIKASNAGAR, HYDERABAD - 500 093, INDIA

FAX : 91 40 23770698

RD:DP:MPX:F-04

ENQUIRY

10-Dec-2011

To

Enquiry No: Enq Date: Due Date: ext Delivery By:

581190271 22-OCT-11 22-NOV-11 28-FEB-12

Pin

Email :

Attn. .

PLEASE SUBMIT YOUR QUOTATION IN SEALED COVER
SUPERSCRIBED WITH ENQUIRY NO, ENQUIRY DATE
AND DUE DATE SUBJECT TO OUR TERMS AND
CONDITIONS ENCLOSED, FOR THE FOLLOWING
MATERIALS SO AS TO REACH US ON OR BEFORE THE
DUE DATE BY 12 NOON. THE TENDERS WILL BE
OPENED AT 2 PM ON THE SAME DAY

PLEASE GIVE REFERENCE OF ENQ NUMBER , ENQ .DATE AND DUE DATE IN ALL YOUR CORRESPONDENCE
FOR PROMPT ACTION. IN CASE IF YOU ARE NOT MAKING THE OFFER PLEASE POST A REGRET LETTER AND
RETURN THE DOCUMENTS.

SL NO	DESCRIPTION / SPECIFICATION	UNIT	QTY
1	GRANDMASTER CLOCK (PRECISION TIME PROTOCOL VERSION 2 WITH IEEE 1588-2008) AND NTP TIME SERVER WITH INTEGRATED GPS RADIO CLOCK	SET	1
2	PCI EXPRESS BUS SLOT CARD WITH PRECISION TIME PROTOCOL/IEEE 1588 V2 CLIENT CLOCK	NO	1
Note: 1. Refer annexure. 2. The Offers of the bidders who are on our banned list as also the offers of the bidders, who engage the services of the firms appearing in the banned list, shall be rejected. The current list of firms banned by our organization is available at our web site, www.bhel.com			
1	COMPLETELY FILLED UP AND SIGNED VENDOR COMPLIANCE STATEMENT IS REQUIRED ALONG WITH YOUR OFFER. OTHERWISE YOUR OFFER WILL NOT BE PROCESSED FURTHER. a) ALL OFFERS MUST INCLUDE NAME OF CONTACT PERSON, PH / MOBILE. NO., FAX NO.; EMAIL-ID. UNSIGNED OFFERS ARE LIABLE FOR REJECTION. b) BEING A RESEARCH INSTITUTION RECOGNISED BY DEPT OF SCIENCE AND TECHNOLOGY, BHEL R&D CAN AVAIL CENTRAL EXCISE DUTY EXEMPTION IN TERMS OF GOVT NOTIFICATION 16/2007 - CENTRAL EXCISE DATED 1.3.2007. HENCE SUPPLIERS ARE REQUESTED TO SUBMIT THEIR BIDS WITH OUT EXCISE DUTY. c) TAXES & DUTIES QUOTED WILL BE TAKEN FOR COST EVALUATION & ORDER PLACEMENT AND NO CHANGE WILL BE ENTERTAINED LATER EXCEPT IN THE CASE OF CHANGES MADE BY THE GOVERNMENT. 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 TURNOVER ETC. WILL BE TO SUPPLIER'S ACCOUNT. d) WHEREVER VENDOR REGISTRATION FORM AND EFT DETAILS HAVE BEEN SUBMITTED EARLIER, THE SAME NEED NOT BE SUBMITTED AGAIN UNLESS THERE IS A CHANGE.		
2	PLEASE SUBMIT YOUR OFFER IN TWO PARTS AS PER ENCLOSED "GENERAL TERMS AND CONDITIONS OF ENQUIRY, LOADING FACTORS & CONTRACT FOR THE PURCHASE OF GOODS/ SERVICES" IN SEPARATE SEALED COVERS AS DETAILED BELOW:		



BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION

VIKASNAGAR, HYDERABAD - 500 093, INDIA

FAX : 91 40 23770698

RD:DP:MPX:F-04

ENQUIRY

	1) FIRST COVER SHALL CONTAIN A) TECHNICAL & COMMERCIAL BID, B) COMPLIANCE STATEMENT, DULY FILLED-IN, C) UN-PRICED PRICE-BID, I.E. A COPY OF PRICE-BID, WITH PRICE(S) CELLS LEFT BLANK; 2) SECOND COVER SHALL CONTAIN PRICE BID. IF THE PRICE BID IS FOUND TO BE DIFFERENT FROM THE UN-PRICED PRICE BID IN ANY WAY, THE OFFER IS LIABLE FOR REJECTION.
3	SUPPLIERS ARE REQUESTED TO VISIT OUR WEB SITE WWW.BHEL.COM REGULARLY FOR ANY UPDATES AND ADDITIONAL INFORMATION.
4	ORDER(S) WILL BE PLACED ON ITEM-WISE L1 BASIS. ORDERS MAY BE RELEASED FOR A PART OF SCOPE OF SUPPLY ALSO.
5	ALL OFFERS SHALL BE VALID FOR A PERIOD OF 90 DAYS FROM THE DAY OF OPENING TECHNICAL BIDS.
6	SUPPLIERS SHALL HONOR DELIVERY DATE SPECIFIED IN THEIR OFFER. IN CASE OF DELAY BEYOND SPECIFIED DELIVERY DATE A PENALTY OF 0.5% PER WEEK ON THE VALUE OF UNDELIVERED PORTION OF BASIC MATERIAL COST SUBJECTED TO A MAXIMUM OF 10% OF ORDER VALUE, SHALL BE APPLIED AS PENALTY. IN CASE OF NON ACCEPTANCE TO THIS LD CLAUSE, 10% OF BASIC MATERIAL COST WILL BE LOADED ON THE QUOTED PRICES WHILE COST COMPARISON.
7	GUIDELINES REGARDING DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS 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 AN AGENCY AGREEMENT. 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. 3. 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 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 ENSURE COMPLIANCE TO THE LAWS OF THE COUNTRY. 4. ANY AGENCY COMMISSION TO BE PAID BY BHEL TO THE INDIAN AGENT SHALL BE IN INDIAN CURRENCY ONLY. 5. WHENEVER INDIAN AGENTS ARE REPRESENTING ON BEHALF OF THEIR PRINCIPALS THE RELEVANT AUTHORIZATION LETTER AND AGREEMENT COPY TO BE ENCLOSED ALONG WITH THE TECHNICAL BID TO CONSIDER THE OFFER.

AS WE ARE ENGAGED IN R&D ACTIVITY "C" FORM WILL NOT BE ISSUED

PLEASE FILL UP THE ENCLOSED VENDOR REGISTRATION FORM AND SEND IT ALONG WITH YOUR QUOTATION. OTHERWISE YOUR QUOTATION WILL NOT BE CONSIDERED.

Yours faithfully
for

BHARAT HEAVY ELECTRICALS LTD

SARMA MKVH
Sr Dy Gen Manager

Email: sarma_mkvh@bhelrnd.co.in



BHARAT HEAVY ELECTRICALS LIMITED PHONES: 23774494 (EXCHANGE)

CORPORATE RESEARCH & DEVELOPMENT DIVISION

VIKASNAGAR, HYDERABAD - 500 093, INDIA

FAX : 91 40 23770698

RD:DP:MPX:F-04

ENQUIRY

Direct Phone : 91-40-23882304

Mobile : 91- 9490748302



RD:DP:MPX:F-26

BHARAT HEAVY ELECTRICALS LIMITED
(MATERIALS MANAGEMENT DEPARTMENT)
VENDOR COMPLIANCE STATEMENT

1 ENQUIRY DETAILS :

Enquiry No	Enquiry Date	Due Date	Enquiry Type	Bid System
581190271	22-OCT-11	22-NOV-11	OT	2 Part Bid
Description	GRANDMASTER CLOCK WITH PRECISION TIME PROTOCOL V2			

2 ITEMWISE COMPLIANCE STATEMENT :

Sno	BHEL Technical Requirement	Compliance
1	a) AGREEMENT BETWEEN OEM/PRINCIPAL ABROAD AND INDIAN AGENT SHALL BE FURNISHED ON DEMAND. b) COMPLETE EXEMPTION FOR EXCISE DUTY SHALL BE PROVIDED AGAINST PROVISION OF ED EXEMPTION CERTIFICATE FROM BHEL c) TAXES AND DUTIES QUOTED ARE FINAL. d) VENDOR REGISTRATION FORM WITH ALL SUPPORT DOCUMENTS IS FURNISHED e) CONTACT DETAILS LIKE NAME, PHONE NUMBER, MOBILE, EMAIL OF CONTACT PERSON IS PROVIDED.	YES / NO
2	OFFER SUBMITTED AS TWO PART BID SYSTEM WITH ALL RELEVANT ENCLOSURES	YES / NO
3	OFFER IS SUBMITTED AS PER TERMS OF NIT	YES / NO
4	ORDER BASIS IS CONFIRMED AS ITEM WISE LOWEST TENDER AND ACCEPTANCE TO SUPPLY ANY PART OR FULL OF SUPPLY IS CONFIRMED.	YES / NO
5	OFFER SHALL BE VALID FOR A PERIOD OF 90 DAYS FROM THE DATE OF OPENING TECHNICAL BIDS	YES / NO
6	CONFIRMED ACCEPTANCE OF LD CLAUSE	YES / NO
7	AGENCY AGREEMENT BETWEEN FOREIGN PRINCIPAL AND INDIAN AGENT IS PROVIDED	YES / NO

Signature of authorised Representative of Vendor

Date :

Seal / Rubber Stamp

Annexure to Enquiry No. 581190271 dt. 22-Oct-2011 on Grandmaster Clock (Precision time protocol-version 2 / IEEE 1588-2008) and NTP Time Server with integrated GPS radio clock

Technical Specifications	Vendor compliance (Yes or No)
1. The time server should provide accurate time to networks and synchronize all a. PTPv2 / IEEE 1588-2008 compatible clients along with absolute time viz. the current time of day; b. NTP and SNTP compatible systems	
2. A built-in GPS radio clock should be available as a reference time source.	
3. A highly stable and precise oscillator capable of bridging interferences or a temporary loss of reception should also be available.	
4. Web based status and configuration interface and console based graphical configuration utility should be made available.	
5. Should support following net protocols: IPv4, IPv6, PTP/IEEE 1588-2008, NTP, SNTP, DAYTIME, HCP, HTTP, HTTPS, FTP, SAMBA, SFTP, SSH, SCP, SYSLOG, SNMP, TIME, TELNET, W32TIME, IEC61850	
6. Antenna should be provided with up to 300m of standard coaxial cable RG58	
7. Availability of six independent RJ-45 ethernet interfaces 10/100 MBit (incl. 1 x IEEE 1588-2008)	
8. 6 channel GPS C/A-code receiver along with Remote powered GPS antenna/converter unit	
9. Display Vacuum fluorescent graphic display (VFD), 256 x 64 dots	
10. Push buttons to set up basic network parameters and to change receiver settings	
11. Status of reference time, time service, network, alarm should be displayed with LEDs	
12. Frequency outputs for 10 MHz via female BNC connector, TTL into 50 Ohm should be available.	
13. Synthesizer 1/8 Hz up to 10 MHz via female BNC connector, TTL into 50 Ohm	

14. Good Accuracy should be maintained with a OCXO/HQ oscillator	
15. Pulse outputs Pulse per second (PPS) and pulse per minute (PPM) via female BNC connectors, TTL into 50 Ohm, pulse width: 200msec, active high should be available	
16. Accuracy of pulse outputs $< \pm 100\text{ns}$	
17. Two independent serial RS232-interfaces should be menu configurable	
18. Wide range of Baud rate with Baud data format: 7N2, 7E1, 7E2, 8E1, 8N1, 8N2	
19. IRIG AM sine wave signal output via female BNC connector: 3Vpp (MARK), 1Vpp (SPACE) into 50 Ohm	
20. Generated time codes IRIG B002, B122, B003, B123: 100pps	
21. Network Interface 1 x 10/100 MBit with RJ45, IEEE 1588 and 5 x 10/100 MBit with RJ45	
22. Universal Serial Bus (USB) Ports with 1x USB Port in front panel	
23. Power supply 85-264VAC (50/60Hz)	
24. Form Factor 19" module case, height: 44.5mm (1U), width: 483mm (84HP), depth: 350mm	

PCI express bus card with Precision Time protocol - IEEE 1588 v2 Client clock

DETAILED TECHNICAL SPECIFICATIONS

Technical Specifications	Vendor compliance (Yes or No)
Single lane PCI Express Bus Interface	
One 10/100 MBps with RJ45, IEEE 1588	
IEEE 1588-2008 (PTP V2) compatible ordinary clock	
Memory Mapped I/O time reads for high access rates	
RS232 interface	
IRIG-B/AFNOR time code generator	
Plug and Play	
Driver software for all popular Operating systems	
Accuracy of +/- 20 nanosecond to grandmaster clock	
LED display for status information of sysem status, output active, PTP packet setn, PTP packet received.	
Frequency output 10 MHz, TTL and Pulse output (PPS), TTL & pulse width of 200 ms	
Power supply +3.3V, + 12V	
IEEE 1588 -2008 PTP multicast including	
Network Protocols: UDP/IPv4 (Layer 3) and IEEE 802.3 (Layer 2) ,	
Delay Mechanisms: End-to-End and Peer-to-Peer ,	
PTP Management Messages for monitoring and configuration.	

Un-Price-bid

#.	Equipment/Items	Quantity	Ordering information, Make/ model, Part#	Currency	Rate of taxes/ duties for quote in INR
1	Grandmaster Clock (Precision time protocol-version 2 / IEEE 1588-2008) and NTP Time Server with integrated GPS radio clock Antenna should be provided with up to 300m of standard coaxial cable RG58. 6 channel GPS C/A-code receiver along with Remote powered GPS antenna/converter unit etc.	1 Set			
2	PCI express bus card with Precision Time protocol - IEEE 1588 v2 Client clock	1 set			
8	Indian agency commission (In case of foreign vendor availing their Indian agent's Services, if any. Pl submit agency agreement copy)	%			

Order Placement address and Bank details**Note:**

1. Vendors are requested to quote unit prices including packing and forwarding charges with 1 year standard warranty
2. All foreign offers shall be evaluated in Indian currency, as per exchange rate of State bank of India on technical bid open date.

Commercial Terms

#	Item	BHEL Standard Requirement	Supplier's compliance (indicate Yes/No. if 'No', state terms desired)
1	Validity of offer	90 days from the tender opening date	
2	Delivery period	Pl specify delivery period from Order placement	days
3	Terms of delivery	Free delivery at our stores in case of quote in INR, FCA in case of quote in Foreign currency)	
4	Payment term	a) 90% payment less Indian agency commission, if any, will be made within thirty days after receipt, inspection and acceptance of the material at BHEL R&D by EFT/RTGS / Wire Transfer with bank charges, if any, to supplier's account b) Balance 10% payment shall be released on submission of bank guarantee of 10% value covering the performance of the consignment during warranty period after installation by BHEL along with, agency commission to Indian agent, if any. In case of non-submission of bank guarantee, the same (10%) shall be released at the end of warranty period.	
5	Penalty for Late delivery	In case of delay due to vendor, 0.5% per week beyond the delivery date on undelivered portion subject to a maximum of 10% of the total order value. In case of delay from BHEL in approvals/ drawings etc, the delivery shall be extended.	
6	Warranty	All supplied items to be provided with warrantee for one year from the date of receipt and acceptance	

Note (contd.):

- If a vendor did not agree our standard commercial terms at #4, a) a loading of 11% per annum for 1 month for payment against delivery/installation, and b) 10% for non-submission of bank guarantee or non-acceptance of 10% payment after warranty period.
We cannot make any advance payment.
- If a vendor did not agree our standard commercial terms at #5, a loading of 10% for non-acceptance term shall be taken into account to evaluate landed cost to BHEL.
- All offers shall be evaluated on over-all landed cost with 1 year standard warranty and loading due to non-acceptance of standard commercial terms..
- BHEL reserves the right to procure the above items through reverse auction instead of normal price-bid opening.
- Indian agency commission (if any, In case of foreign quotes). This shall be deducted from the amount payable to the foreign principal and released to Indian agent in INR based on exchange rate of State bank of India at order placement.

(Signature of the Vendor with seal)

Price-bid

#	Equipment/Items	Quantity	Currency	Unit price,	Rate of taxes/ duties	Total
1	Grandmaster Clock (Precision time protocol-version 2 / IEEE 1588-2008) and NTP Time Server with integrated GPS radio clock Antenna should be provided with up to 300m of standard coaxial cable RG58. 6 channel GPS C/A-code receiver along with Remote powered GPS antenna/converter unit etc.					
2	PCI express bus card with Precision Time protocol - IEEE 1588 v2 Client clock					
	Total					

Signature of the Vendor



General Terms and Conditions of Enquiry & Contract for the Purchase of Goods/ Services

1. The quotation and any order resulting from this enquiry shall be governed by these General Terms and Conditions of enquiry and contract for the supply of goods and the supplier quoting against this enquiry shall, unless specifically stipulates any different terms or conditions, be deemed to have read and agreed to the same.
2. Sealed quotations in double cover with tenderer's distinctive seal, superscribing enquiry number, date and due date are to be submitted so as to reach on or before due date & time, addressed to **Additional General Manager(MM), Bharat Heavy Electricals Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad, Andhra Pradesh, India – PIN-500 093, India** to be deposited in Tender Box located at Security gate for hand deliveries.
In the case of **Two-part bid**, each inner cover shall clearly be labeled as a) **Technical & Commercial Bid** containing technical data/ drawings/ catalogues/ quality plans along with commercial terms and conditions & copy of the price bid with the price columns left blank (unpriced price bid), b) **Price bid** containing prices quotes. Installation and/or Commissioning charges shall be spelt out in absolutely lucid terms, taking into account total charges, rather than quoting vaguely, such as charges per man-day or charges per engineer per day etc. **If the price bid was found later to be different from the unpriced price bid in any way, the offer will be rejected summarily.** The rate shall be quoted in both figures and in words.
3. 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 agreement copy, the principal should submit quotation to BHEL directly. Foreign suppliers will also indicate in their offer Indian agent's name, if any, and address with percentage of agency commission out of the quoted price, if any. Name and Address of the supplier's Bankers address should also be given
4. **Tender/ Technical bid Opening:** Unless specified otherwise, tenders/ technical bids will be opened on appointed date and time as mentioned in the enquiry or as communicated changed date/time, if any, in the presence of such of those tenderers who may be present.
5. **Late Tender:** Tenders received after tender due date/ time (12:00 hrs) shall be treated as late tenders and will not be considered..
6. The Quotation should be free from overwriting and erasures. Corrections and additions, if any, must be attested. Incase of difference in unit price and corresponding total value or figures or words/text, the buyer (BHEL) reserves the right to select the figures or words/text leading to lowest cost to buyer.
7. Supplier should indicate in the quotation dimensions (Size), weight, rate etc., in the metric system unless the enquiry calls for different unit.
8. **Validity of Quotation:** All quotations shall be kept open for acceptance for a period of ninety days from the date of opening of Tenders/ Technical bid and this shall be deemed to be an express condition of all quotations.
9. In the case of Two-part bid, the vendor should furnish technical 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.
10. **Price Impact:** 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 pricebid opening. Unsolicited bids will not be considered.
11. **Pricebid Opening:** Unless specified otherwise in the enquiry, the Price bids of technically qualified vendors shall be opened with prior intimation in the presence of such of those tenderers who may be present.
12. **Conformity to Specifications:** The material should be of the best quality and shall be conforming to our specification given in our enquiry. Unless otherwise agreed upon by BHEL, no payment shall be due by BHEL in respect of any sample. Offers without details of specifications/ applicable catalogues will not be considered and are liable to be rejected.
13. **Terms of Delivery:** All Suppliers shall quote the lowest prices on EXW/ FOB/ FCA basis in case of foreign suppliers and on ex-works /Free-on-Rail/Road /F.O.R-destination basis in case of Indian/ indigenous Supplies, indicating packing & forwarding charges if any, separately.
14. **Taxes and Duties:** Unless specified otherwise in the enquiry, BHEL do not provide "C" Form as it is engaged in R&D. 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. Being a research institution, BHEL R&D is exempt from Customs duty against direct imports from foreign suppliers and exempt from Central excise duty against indigenous suppliers as per Govt. of India. Hence, suppliers are requested to submit their bids clearly stating applicable taxes/ duties. The quoted taxes/ duties will be taken for cost evaluation & order placement and no change will be entertained later except in the case of changes made by the Government.
15. **Insurance:** Insurance will be arranged by BHEL in case of Ex-Works as well as FCA / FOB basis supplies.
16. **Terms of Payment:** Full payment will be made within 30 days after receipt, inspection and acceptance of the material (and where involved, Erection and commissioning of the material/ equipment at BHEL/Destination) though Electronic Fund transfer (RTGS/NEFT/SEFT) with bank charges, if any, to the supplier's account. For foreign suppliers, the preferred payment term will be on wire transfer basis and bank charges inside India will be to BHEL account and outside India will be to supplier's account.
17. **Pricebid evaluation:** All offers shall be evaluated based on unit price, P&F, taxes/duties, freight charges if any, loading due to non-acceptance of our standard terms. All foreign offers shall be evaluated based on exchange Rate (TT Selling rate of State Bank of India) as applicable at technical bid opening date. Suppliers shall quote competitive price and best delivery for all the items mentioned in the enquiry. BHEL reserves the right to reject partial quotations and to place order on overall landed cost basis. Correct date of effecting supplies in the event of an order should be indicated in the offer. If the supplier's quoted terms are different from BHEL standard terms, their offers will be evaluated as per Loading factors form sent along with enquiry.
18. **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 and indicate packing charges, if any, separately.
19. **Part/ Split Ordering:** BHEL reserves right to Order part of the item/ quantity of the enquiry and/or split the order among qualified vendors.
20. In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A true copy of Rate contract signed by the supplier should be sent with the quotation.
21. **Inspection:** On receipt, the goods shall be subjected to inspection and also test, if necessary, and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
22. **Penalty for late delivery:** The time stipulated for delivery of goods shall be deemed to be the essence of the contract and delivery must be completed within the stipulated date/s. In the event of supplier's failure to supply the goods by the stipulated date/s, a penalty of ½% per week for the delayed no of weeks or part thereof for the undelivered portion of PO subject to a maximum of 10% of total order value shall be levied at the discretion of BHEL.
23. **Withdrawal from the Contract:** 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.
24. **Guarantee/ Warranty certificate and Manufacturer's Test report:** Invariably in all cases where it is so stipulated, the supplier should furnish Guarantee/ Warranty certificate valid for a period of 18 months from date of supply or 1 year from the date of receipt, acceptance and commissioning (or more, if provide by oem) whichever earlier and manufacturer's Test report along with the goods, failing which, BHEL shall have the right to reject the goods.
25. **Recovery of Dues:** BHEL shall recover any amount due from the supplier or any amount outstanding to the credit of the supplier with BHEL R&D unit or any other BHEL unit(s) and/or by legal action.
26. **Arbitration & Forum for Legal Proceedings:** All disputes arising in connection with indigenous/ foreign supplies shall be settled through arbitration held at Hyderabad, AP, India and arbitrator shall be appointed by BHEL from the enlisted panel. The Courts at Secunderabad/ Hyderabad, AP, India shall have jurisdiction in respect of any suit or other legal proceeding arising from or relating to this contract

The rights and remedies of BHEL stated in these General terms and conditions shall be in addition and supplemental to its rights and remedies under law and custom or usage of trade or business and shall in no way be deemed to limit, curtail, supercede or derogate from its said rights and remedies.

BHEL R&D RD:DP-MPX-F-22		LOADING FACTORS				
NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE ()						
A. FOR INDIGENOUS PURCHASES						
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT , WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL	SAME PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENT OR CASH ON DELIVERY (COD) / CASH AGAINST PROOF OF DESPATCH ADVANCE PAYMENT WITH BANK GUARANTEE PART ADVANCE PAYMENT WITH SUPPORTING BANK GUARANTEE AND BALANCE WITH IN 30 DAYS PART ADVANCE PAYMENT WITH SUPPORTING BANK GUARANTEE AND BALANCE ON RECEIPT OF MATERIAL	NIL 11% PER ANNUM INTEREST ON THE TOTAL PO VALUE FOR ONE MONTH 11% PER ANNUM INTEREST ON THE TOTAL VALUE FOR OFFERED DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH 11% PER ANNUM INTEREST ON ADVANCE FOR OFFERED DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH 11% PER ANNUM INTEREST ON ADVANCE FOR OFFERED DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND 11% PER ANNUM INTEREST ON BALANCE AMOUNT FOR ONE MONTH	
A.2	SUPPLY OF EQUIPMENT INCLUDING E&C	PAYMENT TERMS (THE SUPPLIER MUST SUBMITT A PERFORMANCE BANK GUARANTEE (PBG) FOR 10% OF THE BASIC VALUE OF THE ORDER VALID FOR WARRANTY PERIOD.)	90% PAYMENT , WITH IN 30 DAYS FROM THE DATE OF RECEIPTAND ACCEPTANCE OF MATERIAL . BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C AND ON SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG) FOR 10% OF BASIC PO VALUE.	SAME 100% PAYMENT WITH IN 30DAYS AFTER COMPLETION OF SUPPLIES AND ERECTION AND COMMISSIONING 90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT OR CASH ON DELIVERY (COD) / CASH AGAINST DESPATCH AND BALANCE 10% WITH IN 30 DAYS OF E&C 90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT OR CASH ON DESPATCH (COD) / CASH AGAINST DESPATCH AND BALANCE 10% AFTER COMPLETION OF E&C 90% ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS OF E&C PART ADVANCE (x%) PAYMENT WITH SUPPORTING BANK GUARANTEE AND (90 - x) % PAYMENT ON RECEIPT OF MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER E&C PART ADVANCE (x%) PAYMENT WITH BANK GUARANTEE AND (90 - x) % PAYMENT ON RECEIPT OF MATERIAL AND 10% PAYMENT AFTER E&C	NIL NIL (PBG WILL NOT BE INSISTED FROM THE SUPPLIER) 11% PER ANNUM INTEREST ON 90% OF THE VALUE OF PO FOR ONE MONTH 11% PER ANNUM INTEREST ON TOTAL PO VALUE FOR ONE MONTH 11% PER ANNUM INTEREST ON 90% OF THE TOTAL VALUE FOR DELIVERY PERIOD/ROUNDED OF TO THE NEAREST MONTH) + 1 MONTH 11% PER ANNUM INTEREST ON THE ADVANCE AMOUNT FOR THE DELIVERY PERIOD/ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND 11% PER ANNUM INTEREST ON (90-X)% PAYMENT FOR ONE MONTH 11% PER ANNUM INTEREST ON THE ADVANCE AMOUNT FOR THE DELIVERY PERIOD/ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND 11% PER ANNUM INTEREST ON BALANCE AMOUNT	

SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B. FOR FOREIGN PURCHASES (IMPORTED)					
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS. . . .	AGAINST SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS (ALL BANK CHARGES INSIDE INDIA TO BHEL ACCOUNT AND OUTSIDE INDIA WILL BE TO THE SUPPLIER'S ACCOUNT)	SAME	NIL
				100% PAYMENT AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D BY WIRE TRANSFER. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	NIL
				LC PAYMENT	11% PER ANNUM INTEREST ON THE BASIC VALUE FOR ONE MONTH
				ADVANCE BY WIRE TRANSFER WITH BANK GUARANTEE	11% PER ANNUM INTEREST ON THE BASIC VALUE FOR DELIVERY PERIOD + 1 MONTH
B.2	SUPPLY OF EQUIPMENT INCLUDING E&C	PAYMENT TERMS (THE SUPPLIER MUST SUBMITT A PERFORMANCE BANK GUARANTEE (PBG) FOR 10% OF THE BASIC VALUE OF THE ORDER VALID FOR WARRANTY PERIOD.)	90% PAYMENT WILL BE MADE WITH IN 30 DAYS FROM THE DATE OF RECEIPT OF MATERIAL ON ACCEPTANCE AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C AND ON SUBMISSION OF PERFORMANCE BANK GUARANTEE FOR 10% OF BASIC VALUE	SAME	NIL
				LC PAYMENT FOR 90% OF THE ORDER VALUE + 10% AFTER E&C WITH IN 30 DAYS	11% PER ANNUM INTEREST ON 90% OF BASIC VALUE FOR ONE MONTH
				90% OF BASIC VALUE AS ADVANCE BY WIRE TRANSFER WITH BANK GUARANTEE AND BALANCE 10% AFTER E&C BY WIRE TRANSFER WITH IN 30 DAYS	11% PER ANNUM INTEREST ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD + 1 MONTH
				x% OF TOTAL VALUE AS ADVANCE PAYMENT WITH BANK GUARANTEE AND BALANCE (I.E. 90-X)AFTER RECEIPT OF MATL BY WIRE TRANSFER AND 10% AFTER COMPLETION OF E&C	11% PER ANNUM INTEREST ON THE ADVANCE AMOUNT FOR THE DELIVERY PERIOD+ 1 MONTH AND 11% PER ANNUM INTEREST ON BALANCE AMOUNT OF 90% OF ORDER VALUE (I.E. 90-X%)
C. PERFORMANCE BANK GUARANTEE, PBG (COMMON FOR INDIGENOUS AND IMPORTS)					
C.1		PERFORMANCE BANK GUARANTEE	PBG FOR 10% OF THE BASIC PO VALUE SHALL BE FURNISHED IN BHEL PRESCRIBED FORMAT.	IF NOT AGREED	10% OF THE BASIC MATERIAL COST
D. PENALTY (COMMON FOR INDEGENOUS & IMPORTS)					
D.1		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% VALUE OF UNDELIVERED PORTION OF BASIC MATERIAL COST WILL BE APPLICABLE	AGREED	NIL
				IF NOT AGREED	10% OF THE BASIC MATL COST
				IF AGREED FOR 5% OTHER THAN THE ABOVE	5% OF THE BASIC MATERIAL COST
					10% MINUS THE AGREED MAX PERCENTAGE OF THE BASIC MATERIAL COST WILL BE LOADED.



RD:MPX:F-17

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE R&D Division
Vikasnagar, Hyderabad – 500093, India.

Suppliers' compliance statement to basic conditions of enquiry
 (to be submitted along with Technical & Commercial bid)

Enquiry date::

Enquiry number::

(In case Order to be placed on Indian supplier in Indian currency)

	BHEL R& D's terms & Conditions	Supplier's compliance (indicate Yes/No, if 'No', state terms desired)
1) Validity of offer	Unless specifically mentioned in the enquiry, 90 days from the tender opening date	
2) Delivery requirements	Free delivery at our stores or FOR destination (or as indicated in the enquiry)	F.O.R Delivery: within _____ weeks from PO date
3a) Warranty	Unless specifically mentioned in the enquiry, all supplied items to be provided with warranty for one year (or more, if provided by the OEM) from the date of acceptance/commissioning. In case of equipment involving erection and commissioning, warranty shall be for 18 months from the date of despatch or 12 months from the date of commissioning, whichever is earlier	
3b) Manufacturer's Test report	Manufacturer's Test Report / Manufacturer's Test Certificate to be provided with Goods	
4) Terms of payment	Unless specifically mentioned, full payment will be made within thirty days after receipt, inspection and acceptance of the material at BHEL R&D (and where involved, erection and commissioning of the material/equipment at BHEL/destination), by EFT/RTGS with bank charges, if any, to supplier's account.	
5) Taxes & Duties	Unless specifically mentioned in the enquiry, we do not provide 'C' form. Supplier to specify rates of taxes/ duties element wise on the price quoted and related percentages. Please mention "NIL" if exempted and N.A if not applicable.	ED+ Cess : % Extra/ inclusive/ Nil/ NA VAT/ CST: : % Extra/ inclusive/ Nil/ NA Service Tax: : % Extra/ inclusive/ Nil/ NA
6) Penalty for late delivery	0.5% per week beyond the delivery date on undelivered portion subject to a maximum of 10% of the total order value	

*** BHEL R&D reserves the right to reject any offer due to non-compliance with the above Terms & conditions and/or non-receipt of this form in duly filled condition**

* Any other elements of cost in addition to the above may please be specified in detail.

(Signature and Stamp/Seal of Vendor)

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

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

Type of Request (Tick one)	NEW	CHANGE
----------------------------	-----	--------

BHEL Vendor Code (to be filled by BHEL)	
---	--

1	Company Name	
2	Address	
3	City with PIN Code	
4	State	
5	PAN Number	
6	Name of Contact Person	
7	Phone no. with STD Code	
8	Fax No. with STD Code	
9	Email ID	
10	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:

Authorised Signatory
Designation :

COMPANY SEAL



RD:MPX:F-13

BHARAT HEAVY ELECTRICALS LTD.

Corp. R&D DIVISION

VIKAS NAGAR,

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/ Secunderabad:

Phone Nos.:

Fax No.:

Email:

Contact person:

Mobile No.:

2.0. TYPE OF ORGANIZATION:

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.

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		
7		

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-18

BHARAT HEAVY ELECTRICALS LIMITED**CORPORATE R&D Division****Vikasnagar, Hyderabad, Andhra Pradesh, India – 500093****IMPORTED****Suppliers' compliance statement to basic conditions of enquiry**

(to be submitted along with Technical & Commercial bid)

Enquiry number:**Enquiry dt:****(In case Order to be placed on the Principal and foreign currency)**

Condition	BHEL R&D's terms	Supplier's compliance (indicate Yes/No, if 'No', state terms desired)
1. Validity of offer	90 days from the tender opening date (or as per enquiry)	
2. Delivery requirements	FCA – Nearest International Airport (or as indicated in the enquiry)	F.C.A Delivery: within _____ weeks from PO date
3a) Warranty	Unless specifically mentioned in the enquiry, all supplied items to be provided with warranty for one year (or more, if provided by the OEM) from the date of acceptance/ commissioning. In case of equipment involving erection and commissioning, warranty shall be for 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier	
3b) Manufacturer's Test Report	Manufacturer's Test Report / Manufacturer's Test Certificate to be provided with Goods	
4. Terms of payment	Wire Transfer within 30 days of receipt of Material. All bank charges inside India will be to BHEL R&D account and outside India will be to the supplier's account.	
5. Agency commission	Pl specify Indian agency commission charges, if any, in percentage of quotation. The same shall be paid to the agency in Indian Currency only.	
6. Erection/Commission	As per enquiry	
7. Documentation	As per enquiry	
8. Insurance	BHEL will arrange Insurance based on intimation to our Insurance agency. Address of the agency will be mentioned in the Purchase Order.	
9. Penalty for late delivery	0.5% per week beyond the delivery date on undelivered portion subject to a maximum of 10% of the total order value.	

* BHEL R&D reserves the right to reject any offer due to non-compliance with the above conditions and/or non-receipt of this form in duly filled condition

* Any other elements of cost in addition to the above may please be specified in detail

(Signature and Stamp/ Seal of Vendor)



RD:DP:MPX:F-14

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

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

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

1.0 GENERAL INFORMATION:

1.1NAME OF COMPANY

1.2DETAILS OF HEAD OFFICE:

ADDRESS :
TELEPHONE :
FAX :
.EMAIL :
.WEB SITE :

1.3DETAILS OF FACTORY/WORKS:

ADDRESS :
TELEPHONE :
FAX :
.EMAIL :
.WEB SITE :

1.4DETAILS 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
E-MAIL

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

4.0FUTURE EXPANSION PLANS:
(Give details)

5.0 LIST OF ENCLOSURES:
Including brouchers, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION

SIGNATURE OF SUPPIER (Authorized signatory)

NAME

DESIGNATION

DATE

.....OFFICIAL SEAL

Note: 1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



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

Ph: 040 - 23778474, Fax: 040 - 23770698, email: mpx@bheirnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an 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