BHARAT HEAVY ELECTRICALS LIMITED
MM / RM / PURCHASE / C&F
BHEL / TRICHY-620 014.

OPEN TENDER
ANNEXURE-A-Rev 01

Dt. 03.08.2017

Enquiry Terms & Conditions for Supply of Nickel Alloy Fittings and Forgings

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical bid.

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

Sl No	BHEL Requirements	Supplier Comments
01	**Material specification:** Supply shall be made strictly as per Specifications, TDC and Drawings as mentioned in the enquiry.	
02	**Specification, Size & Quantity:** a) All the **Nickel Alloy Fittings & Forgings** are to be supplied fully meeting the applicable **TDC 443/01, Drawings and ANSI standard**. If there is any deviation, the same should be mentioned clearly in the offer itself. b) TC in FORM IIIC, works TC, Raw Material TC, UT report, LPI report and other test certificates as called in TDC 443/01 shall be sent along with supply. c) Offer shall fully comply with PQR (Pre-Qualification Requirement) and all the relevant documents shall be submitted along with the offer. d) Before start of production the manufacturer shall be submit a Manufacturing and Inspection Plan (MIP) to **BHEL product QA** for approval. e) Supply of Fittings & Forgings shall be as per latest IBR amendment dt.15.04.15. f) Inspection by authorized inspection agency as listed in the annexure enclosed. g) Ends shall be protected with suitable End covers. h) Quantity shall be as given in enquiry.	
03	**Offer Submission:** ➢ Offer is to be submitted in **TWO part bids system** (Technical bid + Price bid) in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal. ➢ The offer is to be submitted within **2.00 P.M** on or before the due date. ➢ After the scrutiny of technical bids, price bids of only techno-commercially qualified offer shall be opened with prior intimation.	
04	**Authorization for participation in EPS portal through DSC:** **i) E-Tender Participation requirements** Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (**https://bheleps.buyjunction.in**). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. **ii) For foreign Principal** In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can	

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	register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage **http://www.cca.gov.in/cca/.** **iii) For Indian agent** In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
05	**Validity:** The offers shall be kept open for acceptance for 90 days from the date of Technical bid opening. Once the tenders are submitted, rates cannot be changed on any grounds.	
06	**Delivery**: The offer shall clearly indicate delivery period in **fixed number of weeks/Months** from the date of Purchase Order.	
07	**Goods and Service Tax (GST)** **Indigenous suppliers:** 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Supplier shall mention the HSN code for each item quoted by them in the offer. 2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL. 5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so. 6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL. 7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. **Import Suppliers:** 1 .Supplier shall mention the HSN code of the each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail.	
08	**Terms of Delivery :** **A. INDIGENOUS:** a) Bidders should submit their offer for FOR Destination -BHEL Stores, Trichy. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc.	

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	b) The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. **B. IMPORTS:** • Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. • Port of loading should be indicated without fail. • Port of discharge should be Chennai. • The preferred shipment mode **"Containerized Cargo"** shall be specified clearly in the offer. **FOR CFR INCO TERMS – CONTAINERIZED CARGO** a.) I) Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). b.) Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. c.) In case of any penalty due to late filing of Bill Of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier: d.) a. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival b. Discrepancy in documents c. Short landing of Consignments (For shipments on CFR – Chennai Port) e.) II) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis f.) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. g.) The detention/demurrage charges arises due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. h.) Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL. i.) The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below. a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge	
09	**Transport Conditions for Import:** The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. a. In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice.	

	b. In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". c. Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. **d.** This is required to ensure avoidance of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
10	**Payment terms:** **A. Indigenous:** i) BHEL Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials. ii) The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Challan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department. iii) Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. iv) Offers of indigenous Suppliers with payment terms as LC / Advance Payment and payment through bank are liable for rejection. **v) For new suppliers not registered with BHEL, Trichy for this product, payment shall be made 45 days after receipt and acceptance of materials after testing at BHEL, Trichy lab. Please confirm your acceptance.** **B. Imports:** i) BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. ii) Vendors supplying for first time to BHEL (not supplied any material earlier), the payment will be made after 45 days of receipt and acceptance of materials at BHEL store. **(In case of foreign supplier, quoting for LC payment, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 45 days from the date of receipt & acceptance of material after testing at our Lab. After acceptance of first lot, LC may be opened for the remaining lot).** iii) Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. iv) If the LC payment is insisted, **TWO** sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection. **Note:** LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. ➢ In the case of Usance LC with 45 days credit, the loading will be considered @ 1.5% on the offered Value. Due date for payment will be considered from the date of receipt of documents at BHEL bank, as specified in PO. ➢ For LC at sight the loading will be considered @ 3.5% on the offered Value. ➢ Normally CAD at sight and Confirmed LCs are liable for rejection.	

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11	**Liquidated Damage (Indigenous & Imports):** 1. **LD shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.** 2. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. **(Not Applicable to this tender)** 3. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). (If LD is not accepted on total order value, loading of 10% on the offered value will be done). 4. a) IMPORT: For CFR terms, BL date will be considered for LD calculation. b) INDIGENOUS: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation.	
12	**Risk Purchase clause :** BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
13	**Performance Bank Guarantee :** The Bidder, in the event of an order, should furnish a bank Guarantee from BHEL's consortium banks (List attached) or counter – guaranty by vendor's bank to BHEL's consortium banks, at no extra cost to BHEL, in a proforma prescribed by BHEL, provided along with the order, for an amount equivalent to 10% of the contract value. The BG shall be valid for period of 18 months from the date of last shipment or 12 months from the date of receipt / acceptance at BHEL, Trichy whichever is later, with a claim period of two months. **PBG shall be strictly as per BHEL format and to be submitted before the dispatch/shipping of the materials.**	
14	**Warrantee / Guarantee:** Supplier to accept guarantee/warrantee of "18 months from dispatch or 12 months from commissioning, whichever is earlier". Any deviation to this may lead to rejection of the offer.	
15	**Non-Disclosure Agreement(NDA):** The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
16	**Patent Right:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
17	**Comprehensive Economic Partnership Agreement (CEPA):** Foreign suppliers shall ensure that the benefits as applicable under comprehensive economic partnership agreement (CEPA) with government of India are disclosed in the bid and relevant documents such as certificate of country of origin, issued by the appropriate authority in the country of exports, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of seller failing to provide appropriate documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	

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18	**Role of Agents:** a. BHEL's strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL"s tenders. a. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.	
19	**Agency Commission :** ➢ In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. ➢ It overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers. ➢ Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier. ➢ For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.	
20	**Evaluation Criteria:** The offers of both import vendors and indigenous vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation details with respect to the import & indigenous vendors is detailed below: I) **Indigenous Vendors:** **Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D)** **A.** Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR. **B.** (SGST, CGST, UGST & IGST) on (BASE PRICE+GST) and any other charges quoted by indigenous vendors will be added to the base price. **C.** Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. **D.** However input credit is availed for GST taxes, hence the same is excluded for arriving at the landed cost. II) **Import Vendors:** **Total Landed cost = CFR Rate in INR (A) + Applicable Duties (C) + Incidental Charges (D) + Loading for Container Shipment (E) + Loading for payment term & LD (F).** A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date. B. Customs duty, Safe guard duty (as per the notification No 02/2014-Customs (SG) dated 13th August 2014) and antidumping duty (as per the notification No 18/2016-Customs (ADD) dated 17.05.2016) as applicable will be added to the INR price. C. Incidental charges of 1.4% will be added to the CFR Value. The incidental charge is inclusive of Insurance, port	

	handling charges, & freight charges for movement from Chennai port to BHEL, Trichy. D. In case of shipment through containers, If 14 free days for Container detention is not provided in the offer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost. E. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.	
21	**General condition:** a) In addition to TCs in relevant IBR forms corresponding mill TCs should also be provided along with dispatch of Inconel fittings & Forgings. Two sets of original and one copy of all such TCs are to be provided to BHEL, Trichy. b) Material is to be inspected by third party inspection agency as approved by IBR and test certificate are to be countersigned by respective Inspection agency in case the Mill is not approved by IBR. c) Acceptance of Test Certificates by BHEL before dispatch is must. d) We require the shipment of the Inconel Fittings & Forgings to be as per the dates mentioned against the individual items in the enquiry. e) Multiple POs may also be placed considering the applicable duty structure of the respective requirement/Qty. f) No revision of prices will be entertained after the tenders are opened. g) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered. h) BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed. i) Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same. j) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. k) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution. l) Offer will be evaluated based on Landed cost to BHEL- Trichy on package basis. m) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip n) No payment will be made for the excess quantity. o) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. p) The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website - www.bhel.com. q) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. r) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.	

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	s) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above. t) The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bheleps.buyjunction.in. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. u) BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, ▪ **https://bheleps.buyjunction.In** ▪ **http://tenders.gov.in** ▪ **http://eprocure.gov.in**	
22	**Fraud Prevention Policy** "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website htpp://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."	
23	**Cartel Formation:** All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
24	**Integrity Pact (IP):** Signed Integrity pact should be furnished along with the offer. Offers without signed IP will not be considered for evaluation. IP should be signed by authorized official of the bidder / Vendor / Contractor **(Not Applicable to this tender)**	
25	**Resolution of Disputes:** a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-) c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy. d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	

26	**<u>In the event of Force Majeure:</u>** a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD. b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs	
27	**<u>Execution of the order:</u>** a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL"s end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	
28	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at **<u>https://bheleps.buyjunction.in</u> within 14:00 Hrs (GMT +05:30)** of the due date of this tender. The bidder would be required to register on the e-procurement market place **<u>https://bheleps.buyjunction.in</u>** and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.	
29	**<u>Enclosures:</u>** **a)** Enquiry **b)** TDC 437/01 **c)** PBG Format **d)** List of Consortium banks **e)** Forging facility report f) NDA Format g) IBR Amendment h) Inspection Authorities list i) Drawings	
M. THAMBIDURAI Dy. Engineer Purchase / MM / RM / C&F BHEL, TRICHY - 620 014. (On behalf of BHEL)	**<u>SIGNED BY MANUFACTURER / MILL</u>** Name of Mill: Designation / Department: Seal & Signature	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ____________________, on behalf of the __________________ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at ________________, this ____ day of _____, 20__.

Name

Company

Signature