

List of documents to be submitted in part 1 bid

Enquiry No: RCSPRING01

To be eligible for award of the rate contract, Bidder/OEM must possess following documents on the date of bid opening (to be uploaded with bid):

1. Signed No deviation certificate
2. Signed scope and schedule of supply
3. Signed local content declaration
4. Signed CONFIRMATION TO TERMS AND CONDITIONS
5. Signed GENERAL TERMS AND CONDITIONS
6. Signed PQC
7. Udyam Certificate (in case of MSE)

Enquiry No: RCSPRING01

No deviation certificate

Sl No	Material	Material Description	Rate Contract Quantity	Drawing	TDC	In case of any deviation, Details of the same else mention "no deviation"
1	974622450000	SPRING-0300840IX-JOA8	460	4-V-J084-21049	TDC:5:082/05	
2	964165740000	SPRING-0101200NC-J120	335	4-V-J120-21912	TDC:5:082/05	
3	964152090000	SPRING-PILOT-7520	295	3-V-7520-10614	TDC:5:082/05	
4	974628170000	SPRING-0301230CR-J123	170	4-V-J123-21798	TDC:5:082/05	
5	974623380000	SPRING O-170 MP-7506	135	3-V-7506-10707	TDC:5:082/05	
6	974622320000	MAIN SPRING(P/NO.4125101)-7520	130	3-V-7520-10603	TDC:5:082/05	
7	974626340000	SPRING-1000840IX-J084	95	4-V-J084-21524	TDC:5:082/05	
8	964150570000	SPRING-1000190-J019	60	4-V-J019-21612	TDC:5:082/05	
9	964150750000	SPRING-1000220-J022	60	4-V-J022-21554	TDC:5:082/05	
10	964613670000	SPRING - CV51	55	4-V-CV51-94041	TDC:5:082/05	
11	974623310000	SPRING-0101180CR-J118	55	4-V-J118-21276	TDC:5:082/05	
12	964156110000	SPRING-1100280IX-J028	50	4-V-J028-21046	TDC:5:082/05	
13	974626480000	SPRING-0101210CR-J121	50	4-V-J121-21220	TDC:5:082/05	
14	964155610000	SPRING-0100140-J014	40	4-V-J014-21710	TDC:5:082/05	
15	974611520000	SPRING-1000850IX-J085	35	4-V-J085-21859	TDC:5:082/05	
16	974611720000	SPRING O-170 MP-7513	30	3-V-7513-29671	TDC:5:082/05	
17	964150830000	SPRING-1000200-J020	30	4-V-J020-21187	TDC:5:082/05	
18	964151180000	SPRING-1000210-J021	30	4-V-J021-21647	TDC:5:082/05	
19	964165550000	SPRING-0300220-J022	30	4-V-J022-21801	TDC:5:082/05	
20	964153180000	SPRING-1100270-J027	30	4-V-J027-21205	TDC:5:082/05	
21	974622790000	SPRING-0103840CR-J384	30	4-V-J384-21689	TDC:5:082/05	
22	974522050000	SPRING-MAIN	25	3-V-7504-10494	TDC:5:082/05	
23	964150790000	SPRING-0100160-J016	25	4-V-J016-21545	TDC:5:082/05	
24	964165760000	SPRING-0104120NC-J412	25	4-V-J412-21914	TDC:5:082/05	
25	964150890000	SPRING-1100150-J015	20	4-V-J015-21202	TDC:5:082/05	
26	964158360000	SPRING-0300150-J015	20	4-V-J015-21784	TDC:5:082/05	
27	964151730000	SPRING-1000230-J023	20	4-V-J023-21750	TDC:5:082/05	
28	964150880000	SPRING-0100240-J024	20	4-V-J024-21598	TDC:5:082/05	
29	974624760000	SPRING-0101200CR-J120	20	4-V-J120-21249	TDC:5:082/05	
30	974529290000	SPRING-0104060CR-J406	20	4-V-J406-21635	TDC:5:082/05	
31	964159850000	SPRING-0104150CR-J415	20	4-V-J415-21075	TDC:5:082/05	
32	964161040000	SPRING-0106360CR-J636	20	4-V-J636-21226	TDC:5:082/05	
33	964150680000	SPRING-1100160-J016	15	4-V-J016-21117	TDC:5:082/05	
34	964150780000	SPRING-1000160-J016	15	4-V-J016-21189	TDC:5:082/05	

35	964150550000	SPRING-1100180-J018	15	4-V-J018-21156	TDC:5:082/05	
36	964151710000	SPRING-0300240-J024	15	4-V-J024-21549	TDC:5:082/05	
37	964151160000	SPRING-0300250-J025	15	4-V-J025-21443	TDC:5:082/05	
38	974622380000	SPRING-1100270IX-J027	15	4-V-J027-21005	TDC:5:082/05	
39	974629700000	SPRING-0303140CR-J314	15	4-V-J314-21441	TDC:5:082/05	
40	964161110000	SPRING-0104110CR-J411	15	4-V-J411-21362	TDC:5:082/05	
41	964150810000	SPRING-1000150-J015	10	4-V-J015-21242	TDC:5:082/05	
42	964150920000	SPRING-1000170-J017	10	4-V-J017-21204	TDC:5:082/05	
43	964150730000	SPRING-0100170-J017	10	4-V-J017-21223	TDC:5:082/05	
44	964151500000	SPRING-0100180-J018	10	4-V-J018-21224	TDC:5:082/05	
45	964150560000	SPRING-1000180-J018	10	4-V-J018-21520	TDC:5:082/05	
46	964150800000	SPRING-0300230-J023	10	4-V-J023-21241	TDC:5:082/05	
47	974627220000	SPRING-0101190CR-J119	10	4-V-J119-21681	TDC:5:082/05	
48	974628190000	SPRING-0101220CR-J122	10	4-V-J122-21799	TDC:5:082/05	
49	974627420000	SPRING-0102120CR-J212	10	4-V-J212-21664	TDC:5:082/05	
50	974426200900	SPRING-0102210CR-J221	10	4-V-J221-23033	TDC:5:082/05	
51	974627850000	SPRING-0103050CR-J305	10	4-V-J305-21326	TDC:5:082/05	
52	964160410000	SPRING-0103090CR-J309	10	4-V-J309-21200	TDC:5:082/05	
53	964165600000	SPRING-0303130CR-J313	10	4-V-J313-21375	TDC:5:082/05	
54	964159590000	SPRING-0106350CR-J635	10	4-V-J635-21234	TDC:5:082/05	
55	964159610000	SPRING-0106470CR-J647	10	4-V-J647-21329	TDC:5:082/05	
56	964161300900	SPRING-0107470CR-J747	10	4-V-J747-23802	TDC:5:082/05	
57	964151140000	SPRING-0100120-J012	5	4-V-J012-21465	TDC:5:082/05	
58	964151540000	SPRING-0300140-J014	5	4-V-J014-21054	TDC:5:082/05	
59	964151930000	SPRING-1000140-J014	5	4-V-J014-21084	TDC:5:082/05	
60	964156660000	SPRING-1000140SY-J014	5	4-V-J014-21356	TDC:5:082/05	
61	974611580000	SPRING-1100150SY-J015	5	4-V-J015-21869	TDC:5:082/05	
62	974624900000	SPRING-1000160CR-J016	5	4-V-J016-21360	TDC:5:082/05	
63	964151920000	SPRING-0300160-J016	5	4-V-J016-21630	TDC:5:082/05	
64	964150680002	SPRING-1100160-J016	5	4-V-J016-21895	TDC:5:082/05	
65	964150740000	SPRING-1100170-J017	5	4-V-J017-21391	TDC:5:082/05	
66	964165360000	SPRING-1000180-J018	5	4-V-J018-21897	TDC:5:082/05	
67	964152950000	SPRING-0100210-J021	5	4-V-J021-21139	TDC:5:082/05	
68	964155970000	SPRING-1000230-J023	5	4-V-J023-21752	TDC:5:082/05	
69	964151120000	SPRING-0100250-J025	5	4-V-J025-21599	TDC:5:082/05	
70	974627950900	SPRING-0100250CR-J025	5	4-V-J025-23788	TDC:5:082/05	
71	964153250000	SPRING-0100270-J027	5	4-V-J027-21222	TDC:5:082/05	
72	964151270002	SPRING-0100280-J028	5	4-V-J028-21896	TDC:5:082/05	
73	974626800000	SPRING-0301050CR-J105	5	4-V-J105-21626	TDC:5:082/05	
74	974627330900	SPRING-0101080CR-J108	5	4-V-J108-23694	TDC:5:082/05	
75	974626280900	SPRING-0101100CR-J110	5	4-V-J110-23497	TDC:5:082/05	
76	974626330900	SPRING-0101120CR-J112	5	4-V-J112-23521	TDC:5:082/05	
77	974611490000	SPRING-1701140CR-J114	5	4-V-J114-21857	TDC:5:082/05	
78	964165190000	SPRING-0301200CR-J120	5	4-V-J120-21876	TDC:5:082/05	

79	974628920000	SPRING-0301210CR-J121	5	4-V-J121-21818	TDC:5:082/05	
80	974625680000	SPRING-0101230CR-J123	5	4-V-J123-21218	TDC:5:082/05	
81	964165620000	SPRING-0301270CR-J127	5	4-V-J127-21910	TDC:5:082/05	
82	964165560900	SPRING-0101510CR-J151	5	4-V-J151-23907	TDC:5:082/05	
83	964156130900	SPRING-0102020CR-J202	5	4-V-J202-23760	TDC:5:082/05	
84	974622490000	SPRING-0302060CR-J206	5	4-V-J206-21229	TDC:5:082/05	
85	974626000000	SPRING-0102060CR-J206	5	4-V-J206-21457	TDC:5:082/05	
86	974626000900	SPRING-0102060CR-J206	5	4-V-J206-23457	TDC:5:082/05	
87	974624390900	SPRING-0102070CR-J207	5	4-V-J207-23587	TDC:5:082/05	
88	974624210900	SPRING-0302080CR-J208	5	4-V-J208-23738	TDC:5:082/05	
89	974626430900	SPRING-0302090CR-J209	5	4-V-J209-23557	TDC:5:082/05	
90	974626640901	SPRING-0102100CR-J210	5	4-V-J210-23588	TDC:5:082/05	
91	974627410900	SPRING-0102110CR-J211	5	4-V-J211-23424	TDC:5:082/05	
92	974623270900	SPRING-0102130CR-J213	5	4-V-J213-23707	TDC:5:082/05	
93	974627680000	SPRING-0102150CR-J215	5	4-V-J215-21165	TDC:5:082/05	
94	974625610900	SPRING-0102190CR-J219	5	4-V-J219-23056	TDC:5:082/05	
95	974627870000	SPRING-0102200CR-J220	5	4-V-J220-21175	TDC:5:082/05	
96	974627870900	SPRING-0102200CR-J220	5	4-V-J220-23175	TDC:5:082/05	
97	964156180900	SPRING 0102530CR-J253	5	4-V-J253-23145	TDC:5:082/05	
98	974627750900	SPRING-0102560CR-J256	5	4-V-J256-23765	TDC:5:082/05	
99	974611680900	SPRING-0102562CR-J256	5	4-V-J256-23901	TDC:5:082/05	
100	974627530900	SPRING-0102570CR-J257	5	4-V-J257-23345	TDC:5:082/05	
101	974198900000	SPRING-0102580CR-J258	5	4-V-J258-21166	TDC:5:082/05	
102	974198900900	SPRING-0102580CR-J258	5	4-V-J258-23166	TDC:5:082/05	
103	974627880900	SPRING-0102590CR-J259	5	4-V-J259-23088	TDC:5:082/05	
104	974625040900	SPRING-0102600CR-J260	5	4-V-J260-23129	TDC:5:082/05	
105	974625080900	SPRING-0102630CR-J263	5	4-V-J263-23109	TDC:5:082/05	
106	974622040900	SPRING-0102650CR-J265	5	4-V-J265-23094	TDC:5:082/05	
107	974628530900	SPRING-0102670CR-J267	5	4-V-J267-23068	TDC:5:082/05	
108	974529720900	SPRING-0102680CR-J268	5	4-V-J268-23072	TDC:5:082/05	
109	974629600900	SPRING-0102690CR-J269	5	4-V-J269-23057	TDC:5:082/05	
110	974624770000	SPRING-0102700SY-J270	5	4-V-J270-21043	TDC:5:082/05	
111	974629610900	SPRING-0102700CR-J270	5	4-V-J270-23051	TDC:5:082/05	
112	974629620900	SPRING-0102710CR-J271	5	4-V-J271-23050	TDC:5:082/05	
113	964159520000	SPRING-0102720CR-J272	5	4-V-J272-21381	TDC:5:082/05	
114	974622780000	SPRING-0103040CR-J304	5	4-V-J304-21415	TDC:5:082/05	
115	974622480000	SPRING-0103060CR-J306	5	4-V-J306-21464	TDC:5:082/05	
116	974628160000	SPRING-0103070CR-J307	5	4-V-J307-21621	TDC:5:082/05	
117	974628160900	SPRING-0103070CR-J307	5	4-V-J307-23621	TDC:5:082/05	
118	974426230900	SPRING-0303070CR-J307	5	4-V-J307-23650	TDC:5:082/05	
119	974628960900	SPRING-0103080CR-J308	5	4-V-J308-23475	TDC:5:082/05	
120	974625590900	SPRING-0103090CR-J309	5	4-V-J309-23200	TDC:5:082/05	
121	974622270900	SPRING-0103100CR-J310	5	4-V-J310-23206	TDC:5:082/05	
122	974423570000	SPRING-0103110CR-J311	5	4-V-J311-21359	TDC:5:082/05	

123	974423570900	SPRING-0103110CR-J311	5	4-V-J311-23359	TDC:5:082/05	
124	964160940000	SPRING-0103130CR-J313	5	4-V-J313-21148	TDC:5:082/05	
125	974620390900	SPRING-0103130CR-J313	5	4-V-J313-23148	TDC:5:082/05	
126	964160950000	SPRING-0103140CR-J314	5	4-V-J314-21038	TDC:5:082/05	
127	974422920900	SPRING-0103140CR-J314	5	4-V-J314-23038	TDC:5:082/05	
128	974610640000	SPRING-0303150CR-J315	5	4-V-J315-21555	TDC:5:082/05	
129	974629710900	SPRING-0103150CR-J315	5	4-V-J315-23316	TDC:5:082/05	
130	974628670000	SPRING-0103850CR-J385	5	4-V-J385-21194	TDC:5:082/05	
131	964160980000	SPRING-0103930CR-J393	5	4-V-J393-21491	TDC:5:082/05	
132	974529290900	SPRING-0104060CR-J406	5	4-V-J406-23635	TDC:5:082/05	
133	974610650900	SPRING-0104090CR-J409	5	4-V-J409-23130	TDC:5:082/05	
134	964161000000	SPRING-0104100CR-J410	5	4-V-J410-21167	TDC:5:082/05	
135	974529900900	SPRING-0104110CR-J411	5	4-V-J411-23362	TDC:5:082/05	
136	974626160000	SPRING-0104130SY-J413	5	4-V-J413-21431	TDC:5:082/05	
137	964159570000	SPRING-0104170CR-J417	5	4-V-J417-21115	TDC:5:082/05	
138	964159580000	SPRING-0104190CR-J419	5	4-V-J419-21062	TDC:5:082/05	
139	964161580000	SPRING-0104220CR-J422	5	4-V-J422-21095	TDC:5:082/05	
140	964159460000	SPRING-0104300CR-J430	5	4-V-J430-21195	TDC:5:082/05	
141	964161020000	SPRING-0104600CR-J460	5	4-V-J460-21319	TDC:5:082/05	
142	964160350900	SPRING-0106180CR-J618	5	4-V-J618-23442	TDC:5:082/05	
143	974627600900	SPRING-0106320CR-J632	5	4-V-J632-23307	TDC:5:082/05	
144	974624570000	SPRING-0106390SY-J639	5	4-V-J639-21027	TDC:5:082/05	
145	974629390900	SPRING-0107260CR-J726	5	4-V-J726-23120	TDC:5:082/05	
146	964165590900	SPRING-0107290CR-J729	5	4-V-J729-23908	TDC:5:082/05	
147	964160190900	SPRING-0107790CR-J779	5	4-V-J779-23123	TDC:5:082/05	

For each item, any deviation from the technical specifications must be specified in the table above. If there is no deviation for a particular item, the vendor should indicate "No Deviation" next to the material in the designated column of the table above. All relevant annexures must be signed by the authorized signatory of the vendor on every page and uploaded along with the offer. Any technical deviation mentioned elsewhere will not be considered.

Purchase Orders will NOT be issued for the entire quantum in one lot, whereas POs will be released on a time to time basis during the RC period, based on actual requirement.

Seal and Signature of authorized signatory

Date

Enquiry No: RCSPRING01

Scope and schedule of supply

Sl No	Material	Material Description	Rate Contract Quantity	Delivery Period From PO date (in days)	Supplier's confirmation of delivery period (Accepted/Not Accepted). If not accepted, please specify the delivery period in days.
1	974622450000	SPRING-0300840IX-JOA8	460	70	
2	964165740000	SPRING-0101200NC-J120	335	70	
3	964152090000	SPRING-PILOT-7520	295	70	
4	974628170000	SPRING-0301230CR-J123	170	70	
5	974623380000	SPRING O-170 MP-7506	135	70	
6	974622320000	MAIN SPRING(P/NO.4125101)- 7520	130	70	
7	974626340000	SPRING-1000840IX-J084	95	70	
8	964150570000	SPRING-1000190-J019	60	70	
9	964150750000	SPRING-1000220-J022	60	70	
10	964613670000	SPRING - CV51	55	70	
11	974623310000	SPRING-0101180CR-J118	55	70	
12	964156110000	SPRING-1100280IX-J028	50	70	
13	974626480000	SPRING-0101210CR-J121	50	70	
14	964155610000	SPRING-0100140-J014	40	70	
15	974611520000	SPRING-1000850IX-J085	35	70	
16	974611720000	SPRING O-170 MP-7513	30	70	
17	964150830000	SPRING-1000200-J020	30	70	
18	964151180000	SPRING-1000210-J021	30	70	
19	964165550000	SPRING-0300220-J022	30	70	
20	964153180000	SPRING-1100270-J027	30	70	
21	974622790000	SPRING-0103840CR-J384	30	70	
22	974522050000	SPRING-MAIN	25	70	
23	964150790000	SPRING-0100160-J016	25	70	
24	964165760000	SPRING-0104120NC-J412	25	70	
25	964150890000	SPRING-1100150-J015	20	70	
26	964158360000	SPRING-0300150-J015	20	70	
27	964151730000	SPRING-1000230-J023	20	70	
28	964150880000	SPRING-0100240-J024	20	70	
29	974624760000	SPRING-0101200CR-J120	20	70	
30	974529290000	SPRING-0104060CR-J406	20	70	
31	964159850000	SPRING-0104150CR-J415	20	70	

32	964161040000	SPRING-0106360CR-J636	20	70	
33	964150680000	SPRING-1100160-J016	15	70	
34	964150780000	SPRING-1000160-J016	15	70	
35	964150550000	SPRING-1100180-J018	15	70	
36	964151710000	SPRING-0300240-J024	15	70	
37	964151160000	SPRING-0300250-J025	15	70	
38	974622380000	SPRING-1100270IX-J027	15	70	
39	974629700000	SPRING-0303140CR-J314	15	70	
40	964161110000	SPRING-0104110CR-J411	15	70	
41	964150810000	SPRING-1000150-J015	10	70	
42	964150920000	SPRING-1000170-J017	10	70	
43	964150730000	SPRING-0100170-J017	10	70	
44	964151500000	SPRING-0100180-J018	10	70	
45	964150560000	SPRING-1000180-J018	10	70	
46	964150800000	SPRING-0300230-J023	10	70	
47	974627220000	SPRING-0101190CR-J119	10	70	
48	974628190000	SPRING-0101220CR-J122	10	70	
49	974627420000	SPRING-0102120CR-J212	10	70	
50	974426200900	SPRING-0102210CR-J221	10	70	
51	974627850000	SPRING-0103050CR-J305	10	70	
52	964160410000	SPRING-0103090CR-J309	10	70	
53	964165600000	SPRING-0303130CR-J313	10	70	
54	964159590000	SPRING-0106350CR-J635	10	70	
55	964159610000	SPRING-0106470CR-J647	10	70	
56	964161300900	SPRING-0107470CR-J747	10	70	
57	964151140000	SPRING-0100120-J012	5	70	
58	964151540000	SPRING-0300140-J014	5	70	
59	964151930000	SPRING-1000140-J014	5	70	
60	964156660000	SPRING-1000140SY-J014	5	70	
61	974611580000	SPRING-1100150SY-J015	5	70	
62	974624900000	SPRING-1000160CR-J016	5	70	
63	964151920000	SPRING-0300160-J016	5	70	
64	964150680002	SPRING-1100160-J016	5	70	
65	964150740000	SPRING-1100170-J017	5	70	
66	964165360000	SPRING-1000180-J018	5	70	
67	964152950000	SPRING-0100210-J021	5	70	
68	964155970000	SPRING-1000230-J023	5	70	
69	964151120000	SPRING-0100250-J025	5	70	
70	974627950900	SPRING-0100250CR-J025	5	70	
71	964153250000	SPRING-0100270-J027	5	70	
72	964151270002	SPRING-0100280-J028	5	70	
73	974626800000	SPRING-0301050CR-J105	5	70	
74	974627330900	SPRING-0101080CR-J108	5	70	
75	974626280900	SPRING-0101100CR-J110	5	70	

76	974626330900	SPRING-0101120CR-J112	5	70	
77	974611490000	SPRING-1701140CR-J114	5	70	
78	964165190000	SPRING-0301200CR-J120	5	70	
79	974628920000	SPRING-0301210CR-J121	5	70	
80	974625680000	SPRING-0101230CR-J123	5	70	
81	964165620000	SPRING-0301270CR-J127	5	70	
82	964165560900	SPRING-0101510CR-J151	5	70	
83	964156130900	SPRING-0102020CR-J202	5	70	
84	974622490000	SPRING-0302060CR-J206	5	70	
85	974626000000	SPRING-0102060CR-J206	5	70	
86	974626000900	SPRING-0102060CR-J206	5	70	
87	974624390900	SPRING-0102070CR-J207	5	70	
88	974624210900	SPRING-0302080CR-J208	5	70	
89	974626430900	SPRING-0302090CR-J209	5	70	
90	974626640901	SPRING-0102100CR-J210	5	70	
91	974627410900	SPRING-0102110CR-J211	5	70	
92	974623270900	SPRING-0102130CR-J213	5	70	
93	974627680000	SPRING-0102150CR-J215	5	70	
94	974625610900	SPRING-0102190CR-J219	5	70	
95	974627870000	SPRING-0102200CR-J220	5	70	
96	974627870900	SPRING-0102200CR-J220	5	70	
97	964156180900	SPRING 0102530CR-J253	5	70	
98	974627750900	SPRING-0102560CR-J256	5	70	
99	974611680900	SPRING-0102562CR-J256	5	70	
100	974627530900	SPRING-0102570CR-J257	5	70	
101	974198900000	SPRING-0102580CR-J258	5	70	
102	974198900900	SPRING-0102580CR-J258	5	70	
103	974627880900	SPRING-0102590CR-J259	5	70	
104	974625040900	SPRING-0102600CR-J260	5	70	
105	974625080900	SPRING-0102630CR-J263	5	70	
106	974622040900	SPRING-0102650CR-J265	5	70	
107	974628530900	SPRING-0102670CR-J267	5	70	
108	974529720900	SPRING-0102680CR-J268	5	70	
109	974629600900	SPRING-0102690CR-J269	5	70	
110	974624770000	SPRING-0102700SY-J270	5	70	
111	974629610900	SPRING-0102700CR-J270	5	70	
112	974629620900	SPRING-0102710CR-J271	5	70	
113	964159520000	SPRING-0102720CR-J272	5	70	
114	974622780000	SPRING-0103040CR-J304	5	70	
115	974622480000	SPRING-0103060CR-J306	5	70	
116	974628160000	SPRING-0103070CR-J307	5	70	
117	974628160900	SPRING-0103070CR-J307	5	70	
118	974426230900	SPRING-0303070CR-J307	5	70	
119	974628960900	SPRING-0103080CR-J308	5	70	

120	974625590900	SPRING-0103090CR-J309	5	70	
121	974622270900	SPRING-0103100CR-J310	5	70	
122	974423570000	SPRING-0103110CR-J311	5	70	
123	974423570900	SPRING-0103110CR-J311	5	70	
124	964160940000	SPRING-0103130CR-J313	5	70	
125	974620390900	SPRING-0103130CR-J313	5	70	
126	964160950000	SPRING-0103140CR-J314	5	70	
127	974422920900	SPRING-0103140CR-J314	5	70	
128	974610640000	SPRING-0303150CR-J315	5	70	
129	974629710900	SPRING-0103150CR-J315	5	70	
130	974628670000	SPRING-0103850CR-J385	5	70	
131	964160980000	SPRING-0103930CR-J393	5	70	
132	974529290900	SPRING-0104060CR-J406	5	70	
133	974610650900	SPRING-0104090CR-J409	5	70	
134	964161000000	SPRING-0104100CR-J410	5	70	
135	974529900900	SPRING-0104110CR-J411	5	70	
136	974626160000	SPRING-0104130SY-J413	5	70	
137	964159570000	SPRING-0104170CR-J417	5	70	
138	964159580000	SPRING-0104190CR-J419	5	70	
139	964161580000	SPRING-0104220CR-J422	5	70	
140	964159460000	SPRING-0104300CR-J430	5	70	
141	964161020000	SPRING-0104600CR-J460	5	70	
142	964160350900	SPRING-0106180CR-J618	5	70	
143	974627600900	SPRING-0106320CR-J632	5	70	
144	974624570000	SPRING-0106390SY-J639	5	70	
145	974629390900	SPRING-0107260CR-J726	5	70	
146	964165590900	SPRING-0107290CR-J729	5	70	
147	964160190900	SPRING-0107790CR-J779	5	70	

Note: Rate contract is valid for 12 months from the date of finalization of the rate contract or 15 months from the date of part-1 bid opening, whichever is earlier.

Purchase Orders will NOT be issued for the entire quantum in one lot, whereas POs will be released on a time to time basis during the RC period, based on actual requirement.

Seal and Signature of authorized signatory

Date

Local Content Declaration

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we, (supplier name) are local supplier meeting requirement of minimum local content (.....%) defined in as above orders for the following Enquiry SI Nos of BHEL Enquiry No

Enquiry No: RCSPRING01

Details of location at which local value addition will be made is as follows:

.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Seal and Signature of authorized signatory

CONFIRMATION TO TERMS AND CONDITIONS

Enquiry No: RCSPRING01

<u>SL. NO.</u>	<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
1	Quotation No and date	
2	<p>Rate Contract: This is an enquiry for the finalization of a Rate Contract (RC) for a period as mentioned in 'Validity of offer' below (point 10). The quantities mentioned in the enquiry are indicative for the entire RC period.</p> <p>Purchase Orders will NOT be issued for the entire quantum in one lot, whereas POs will be released on a time to time basis during the RC period, based on actual requirement.</p>	
3	<p>Supplier shall be indigenous supplier.</p> <p>Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate.</p>	
4	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
5	<p>The offer has to be submitted as a Two-part bid i.e.</p> <p style="padding-left: 40px;">Part1 - Techno-commercial Part 2 - Price bid</p>	
6	The tender will be finalized on item wise basis	
7	<p>Terms of Payment:</p> <p style="padding-left: 40px;">a. Indigenous Supplier (Non-MSME): 100% direct EFT payment on 90th day from the date of vehicle/gate entry at BHEL Trichy.</p> <p style="padding-left: 40px;">b. Indigenous Supplier (Medium): 100% direct EFT payment on 60th day from the date of vehicle/gate entry at BHEL Trichy.</p> <p style="padding-left: 40px;">c. Indigenous Supplier (MSE): 100% direct EFT payment on 45th day from the date of vehicle/gate entry at BHEL Trichy.</p> <p>MSME status to be indicated in bidder's confirmation.</p> <p>Suppliers quoting for MSE payment must produce Udyam registration certificate in part 1 bid documents.</p>	
8	<p>Liquidated Damage: Liquidated damages 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.</p> <p>Date of reckoning for LD liquidated damage calculation shall be date of vehicle/gate entry at BHEL Trichy.</p>	
9	<p>Delivery Terms:</p> <p>Prices shall be quoted on "FIRM PRICE" basis only.</p> <p>The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p> <p><u>Delivery:</u> FOR BHEL Trichy</p>	

<u>SL. NO.</u>	<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
	Transit Insurance will be under supplier's scope.	
10	Validity of Offer: Prices should be valid for 12 months from the date of finalization of the rate contract or 15 months from the date of part-1 bid opening, whichever is earlier.	
11	Delivery period: Delivery period should be 70 days from the date of purchase order. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay subject to a maximum of 1% . Any other delivery period after loading to maximum will be rejected.	
12	Guarantee Clause: The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.	
13	Local content certificate: Supplier shall submit the local content certificate with self-declaration in part 1 bid documents. (Refer sample for local content certificate in attachment)	
14	Counter-offering Counter-offer is not applicable for this enquiry. Note: Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by the concerned Ministry	
15	Integrity Pact Integrity pact is applicable for this enquiry. Kindly submit duly signed Integrity Pact Format by an authorised signatory of the Vendor.	
16	Reverse auction: Reverse Auction (RA) will not be conducted for this tender.	
17	In case more than one bidder happens to occupy the L1 status, L1 will be decided by soliciting discounted price bid from L1 vendors. In the event that multiple Bidders happens to occupy the L1 status, even after soliciting discounted price bid, the Bidder with the shortest proposed delivery period amongst the tied Bidders shall be deemed the L1 Bidder. In the event that Bidders remain tied as L1 following both price and delivery period considerations, the Contract will be awarded through toss/draw of lots conducted in the presence of representatives from all remaining L1 Bidders. BHEL's decision on the outcome of the draw shall be final and binding. Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding.	

<u>SL. NO.</u>	<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
18	<p>Conflict of Interest among Bidders/Agents: Conflict of Interest among bidders/agents is applicable for this enquiry as per below note</p> <p>A bidder shall not have a conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. 	
19	<p>Breach of contract, Remedies and Termination:</p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:</p> <ul style="list-style-type: none"> i. from dues available in the form of Bills payable to defaulted supplier against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	

COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT**Indigenous suppliers:****GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

- a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- d. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - b. Receipt of Goods or Services and Tax invoice by BHEL
- e. As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A & GSTR-2B).
- f. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g. **In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-06 or GSTR-3B to be filed)**

<u>SL. NO.</u>	<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
	<p>within stipulated time, then GST paid on the invoices pertaining to the month for which GST amount not remitted by the vendor will be withheld from other payments of the vendor / recovered from the vendor.</p> <p>h. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>i. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>j. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018- Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal</p> <p>k. In case of orders for supply of goods, the vendor must submit the E-Way Bill (with Part-B filled) generated in the E-Way Bill portal, used for transportation of goods for the respective tax invoice.</p>	

Seal and Signature of authorized signatory

GENERAL TERMS AND CONDITIONS

Enquiry No: RCSPRING01

1. QUOTATIONS:

- a. **BID system:** Offers are invited in any one of the below formats. The no. of bids to be submitted is mentioned in "Confirmation to the Terms and Conditions" attached.
- Two part bid: The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.
 - Single part bid: ~~The offers are invited in Single part bid system (Price Bid alone). The vendor shall confirm to all of BHEL's technical & commercial conditions.~~

b. **Submission of offer:**

- a. Offer called through e-Procurement mode: Offers are invited through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at

<https://eprocurebhel.co.in/>

The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through email and hardcopy are not acceptable.

- c. **Late offers:** Offer received after 2.00 pm on due date will be considered as Late offers. Late offers will not be considered under any circumstance.
- d. **Regulations:** Offers should be free from correction and erasures. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. In case of a difference between the amount quoted in words and figures, the amount quoted in words shall prevail.
- e. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- f. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
- g. **Samples:** Samples should be submitted separately, if specially requested in tender, before the due date of the enquiry. They should be clearly marked with the enquiry reference and date on the enclosing cover to facilitate identification.
- h. **GST Number:** GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in the offer. If the vendor is not GST registered the offer is liable for rejection.
- i. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation, vendor should indicate "No Deviation" in the offer.
- j. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the tender.

2. COMMERCIAL TERMS & CONDITIONS:

a. **Terms of Payment:**

For MSE Indigenous - Micro & Small Suppliers – 100% direct EFT payment within 45 days from the date of Vehicle entering BHEL factory gate for delivering the material. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Indigenous Medium Suppliers – 100% direct EFT payment within 60 days from the date of Vehicle entering BHEL factory gate for delivering the material. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Indigenous NON-MSME Suppliers - 100% direct EFT payment within 90 days from the date of Vehicle entering BHEL factory gate for delivering the material. Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

- b. Liquidated Damage:** Liquidated damages 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. Date of reckoning for LD liquidated damage calculation shall be date of vehicle/gate entry at BHEL Trichy.

Any deviation from the above LD clause, will lead to disqualification of offer.

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.

c. Delivery Terms:

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance

For Foreign Suppliers: CFR/CIF Chennai seaport as per Incoterms 2010.

- d. Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions" attached.
- e. Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay subject to a maximum of **1% (2 weeks' delay)**. Any other delivery period after loading to maximum will be rejected.
- f. Guarantee period:** The vendor shall give a guarantee for the performance of his supplies for a period of **eighteen months** from the date of dispatch or **twelve months** from the date of commissioning whichever is earlier.
- g. Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.
- h. Performance Bank Guarantee:** If tender calls for Performance Bank Guarantee, vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.
- i. Counter Offering:** If counter offering is applicable for the enquiry, the L1 rates will be counter-offered to other eligible vendors as per below points
- In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.
 - In case of more than two qualified offers for any item, the L1 rates will be counter-offered to maximum (n-1) vendors (where 'n' is the no. of techno-commercially qualified vendors) or the no. of vendors required (as mentioned in the "Confirmation to the Terms and Conditions" attached), whichever is lower.
 - In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.
 - The manner of splitting of the enquiry quantity across L1 and counter-offer accepted vendors will be as per the ratios mentioned in the "Confirmation to the Terms and Conditions" attached.

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

- l.** Response to Tenders for Indigenous supplier/Vendor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the Vendor is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Vendor under composition scheme should declare that he is a composition Vendor supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- m.** Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

- n. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in Form GST ANX-1
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- o. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- p. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoice raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- q. 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.
- r. All documents like Test Certificate, LR copy, 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.
- s. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- t. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- u. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this, debit note will be issued by BHEL indicating the respective supply invoice number.
- v. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- w. Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.
- x. TDS on GST shall be applicable as per the GST Act.
- y. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- z. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- aa. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

In line with the Gazette notification issued by the Ministry of Micro Small and Medium Enterprises on MSE suppliers, the following special provisions shall be applicable.

- i. Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by the concerned Ministry.
 - i. At least 25% of the tendered quantity (Rounded Up to the nearest Whole number) is earmarked for MSE (Micro & Small) suppliers in this tender.
 - ii. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
 - iii. 3% reservation for women-owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked for MSE owned by women entrepreneurs shall be met with other MSE enterprise/s.
- ii. If L1 vendor (or) Counteroffer accepted vendor/s is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, the 25% earmarking provision is not applicable.
 - a. In a tender where both MSE and Non-MSE Vendors have participated and non-MSE Vendor has become the lowest bidder (L1) and the MSE vendor participating in the tender quotes within the price band of L1 +15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by the MSE vendor. In the case of more than one such MSE, the supply shall be shared proportionately to the tendered quantity, provided the available quantum can be split.
 - b. In a tender where both MSE and Non-MSE Vendors have participated and non-MSE Vendor has become the lowest bidder and the quantum envisaged in the tender cannot be split, then the MSE vendor will be given preference for ordering the available quantum provided the MSE vendor quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.
 - e. MSE suppliers can avail of the intended benefits only if they submit along with the offer, Recent Valid UDYAM REGISTRATION CERTIFICATE.
 - d. The date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid).
 - e. Non-submission of such documents will lead to consideration of their bid at par with other bidders and the MSE status of such suppliers shall be shifted to Non-MSE suppliers. No benefits shall be applicable for the enquiry in case any deficiency in the above-required documents is found and the same is not corrected by the supplier before the price bid opening.
 - f. **Definitions of MSEs owned by SC/ST is as below:**
 - i. In the case of a proprietorship firm, the proprietor must be SC/ST.
 - ii. In the case of a partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - iii. In the case of private limited companies, at least a 51% share must be held by SC/ST promoters.

g. Authorised to Issue SC/ST certificate:

The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

- i. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy Commissioner / Deputy collector/ 1st class stipendiary magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive magistrate / Extra Assistant commissioner.
 - ii. Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
 - iii. Revenue Officer not below the rank of tehsildar.
 - iv. Sub-Divisional Officer of the area where the individual and/or his family normally resides.
- h.** To avail of the benefits of MSE under the SC/ST category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above-required documents is not submitted before the price bid opening.

i. The definition for MSEs owned by Women Entrepreneurs is clarified as:

- i. In the case of proprietary MSE, the proprietor shall be a woman.
 - ii. In the case of partnership MSE, the women partners shall be holding at least a 51% share in the unit.
 - iii. In the case of private limited companies, at least a 51% share shall be held by the women promoters.
- j.** To avail of the benefits of MSE under the women entrepreneur's category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above-required documents is not submitted before the price bid opening.
- k.** Payment for MSE vendors will be as per MSMED Act, 2006 and further amendments to the same.

5. PREFERENCE TO MAKE IN INDIA PRODUCTS:

- a.** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issuing of this NIT but before finalisation of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing a higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.
- b.** Only Class-I and Class-II Local suppliers as per the MII order dated 04.06.2020 will be eligible to bid. Non - Local suppliers as per the MII order dated 04.06.2020 are not eligible to participate. However, eligible Micro and Small Enterprises will be allowed to participate. The Purchase Preference to Micro and Small Enterprises as per Clause 5 will get precedence over Clause 6 (Preference to Make In India Products).
 - i. 'Class-I local supplier' means a supplier, whose goods offered for procurement, has local content equal to or more than 50%, as defined under this Order.
 - ii. Class-II local supplier' means a supplier, whose goods offered for procurement, has local content of more than 20% but less than 50%, as defined under this Order
 - iii. 'Non - Local supplier' means a supplier, whose goods offered for procurement, has local content less than or equal to 20%, as defined under this Order

- c. For this procurement, the 'Class-I local supplier' shall get a margin of purchase preference of 20% (L1+20%) over 'Class-II local supplier', as per the following procedure.
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1 as per the enquiry terms and conditions.
 - ii. If the L1 bidder is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- d. In the procurements of goods, which are not divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per the following procedure.
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1 as per the enquiry terms and conditions.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the Class-I local suppliers' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- e. The minimum local content required to qualify as a Class-I local supplier is 50% for all the items in this Framework Agreement
- f. If the bidder wants to avail of the Purchase preference, the bidder must upload a certificate as per the Annexure K - Local Content Declaration Format regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted
- g. The declaration relating to the percentage of local content shall be certified by the statutory auditor or cost auditor of the company (in the case of companies) or by a practising cost accountant or a practising chartered accountant (for bidders other than companies) as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

6. RISK PURCHASE PENALTIES

- a. In case of delay in delivery beyond PO delivery /mutually agreed delivery, or vendor fails /refuses to complete the PO as per terms, or insufficient facilities at vendor's works to execute a PO, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted vendor. Also, in such case of withdrawal of orders, BHEL shall recover the additional expenditure / difference from vendor by adjusting against amount due to vendor and/or by invoking the BG and/or by any other suitable means as decided by BHEL. In addition, BHEL may recover from the defaulter vendor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.

- b. BHEL has the right to divert/cancel the order if the vendor has not procured minimum 50% of the quantity of raw materials within 60 days from PO date. Purchase order placed on steel mills and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by vendor for DB clearance by BHEL/QC shall be the proof of procurement. This is to avoid delay in project schedule due to delay in raw material procurement by vendors. In case the vendor fails to procure at least 50% of the quantity of raw materials within 60 days from PO date, BHEL has the right to get the items ordered elsewhere at the risk and cost of the defaulting Vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulting Vendor and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors and SEARP.
- c. The defaulted vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned under LD clause.
- d. Vendors pending payments shall be withheld to cover the liabilities of BHEL towards risk purchase, if any.
- e. Reasons like power cut, labour issues, machine break down, etc. which are controllable by the sub-contractor shall not be accepted as reason for delay for delivery extension purposes.
- f. If PO delivery needs to be extended for reason attributable to BHEL, vendor may request BHEL in writing for delivery extension with justifications within 15 days from date of PO closure and before invoice.
- g. Process of calculating the risk and cost amount is as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

- h. Vendors are cautioned that, withdrawal after price bid opening or after contract signing or PO/LOI acceptance will be construed as tampering with BHEL's tender process. Suitable action for suspension of further business with the vendor may be taken as per BHEL corporate procedures.
- i. Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).

7. GENERAL CONDITIONS

- a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to reduce the tender quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.

- f. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- g. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- h. Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing
- i. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- j. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy (refer www.bhel.com) and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- k. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry. If any subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase and / or local content in respect of this procurement, same shall be applicable. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50%.
- l. The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular for prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

8. DOCUMENTATION:

- a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.
- b. **To Purchase:**
 - i. FOR BHEL TRICHY case- Original Invoice, Duplicate for transporter copy, Packing list, LWB and Delivery challan, GST declaration as mentioned in point 3c.
 - ii. FOR Site case- Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.
- c. **Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

9. TENDER EVALUATION:

- a. **Techno-commercial Bid.**
 - i. All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product
 - ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial offer.
 - iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.
- b. **Price Bid.**
 - i. Bidders qualified for part I will be intimated for participating in priced bid opening.
 - ii. L1 bidder will be decided based on landed cost for the equipment to BHEL.

Indigenous Vendors

Total Landed cost/rate for each item = FOR Rate in INR (A) + Applicable Taxes (B) + Loading non-acceptance of commercial terms (C) – Applicable input tax credit (D)

A - Indigenous vendors submit offers on Free on Road (FOR), Stores, HPBP BHEL Trichy in INR.

- B - Applicable GST and any other charges quoted by indigenous vendors will be added to the base price.
- C - Loading for non-acceptance of payment terms, delivery schedule & liquidated damages (LD) will be added to the F.O.R. value for arriving the landed rate.
- D - However, input tax credit shall be availed for GST, hence the same is excluded for arriving at the landed cost.

iii. In case of tie for the L1 positions,

- a. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders.
- b. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders(s) or their representative(s).
- c. Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding.

iv. If counter-offer is applicable and before counter offer process, if there is tie for ranking position other than L1 in respective enquiry items, then Lot shall be done to break the tie. Based on the outcome of LOT, subsequent tender ranking will be revised. Load distribution shall be based on revised ranking. The LOT process to break tie in tender ranking will be based on random number generation in MS-Excel sheet.

Tie breaking procedure has been explained below with an example:

There is an item (item sl. no. 210) for which tie breaking has to be conducted. Hence, the lot will be based on random number generation in MS-Excel sheet.

1. Item wise excel sheet in which all ranks for which tie is present shall be opened.
2. Random number shall be generated against each entry in the excel sheet. Once random number is generated, the values will be frozen against each entry.
3. The rank order shall be sorted in the following manner.
Sorting -> 1. Item -> 2. Actual rank -> 3. Random number wise (from lowest to highest).
Once sorting is done, each vendor shall be ranked as per the sorting order.

• **Illustration:**

Step-1: Before Sorting:

Item No.	Vendor code	ORIGINAL Rank before CO
210	A	L01
210	B	L02
210	C	L03
210	D	L03
210	E	L04
210	F	L05
210	G	L05
210	H	L06

Step-2: After random number generation

Item No.	Vendor code	ORIGINAL Rank before CO	Random Number
210	A	L01	0.639156
210	B	L02	0.931402
210	C	L03	0.560449
210	D	L03	0.507298
210	E	L04	0.621819
210	F	L05	0.620683
210	G	L05	0.504936
210	H	L06	0.793407

Step-3: Final sorting and revised ranking:

Item No.	Vendor code	ORIGINAL Rank before CO	Random Number	Final Revised Rank
210	A	L01	0.639156	L01
210	B	L02	0.931402	L02
210	D	L03	0.507298	L03
210	C	L03	0.560449	L04
210	E	L04	0.621819	L05
210	G	L05	0.504936	L06
210	F	L05	0.620683	L07
210	H	L06	0.793407	L08

Final revised ranking shall be intimated to vendors. Final revised ranking shall be worked out based on the result of tie-breaking and counter offering process shall be based on the final revised ranking.

L1 rate shall be counter offered to eligible Vendors in respective enquiry items in order of the distinct ranking arrived after tie-breaking process has been concluded.

10. Reverse Auction

~~“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.~~

~~Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”~~

Reverse Auction Process:

~~Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.~~

11. ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL, Trichy. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at BHEL premises, Trichy.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

12. IMPORTANT INFORMATION FOR FOREIGN SUPPLIERS:

- a. Port of loading should be indicated in the offer without fail.
- b. Port of discharge should be Chennai Sea/Air Port, India.
- c. The preferred shipment mode "Containerized Cargo or Break Bulk" shall be specified clearly in the offer.
- d. **In case of CFR INCO TERMS – CONTAINERIZED CARGO**
 - i. In case of CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS for Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost.
 - ii. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".
- e. **In case of CFR INCO TERMS – BREAKBULK CARGO:** In case of CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. The materials will be Custom cleared from Port itself.
 - i. The Indian Customs 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. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter)
 - ii. The vendor should furnish the Non Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
 - iii. Vendor will be held responsible for the penalty arises against the late filing of Bill of entry due to:
 - 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/CPT/CIF/CIP – Chennai Port)
 - iv. All the shipments for the contracts (POs) finalized on CFR – Chennai Port basis
 - a. Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.
 - b. The detention/demurrage charges arise 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.
 - c. Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL.
 - d. The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:
 - i. CIC ————— Container Imbalance Charges/Surcharges
 - ii. EIC ————— Equipment Imbalance Charge/Surcharges

- iii. CAF ——— Container/Currency Adjustment Factor
- iv. BAF ——— Bunker adjustment Factor
- v. RDS ——— Rupee Depreciation Surcharge
- vi. CDS ——— Currency Depreciation Surcharge

f. ~~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.~~

- ~~i. 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.~~
- ~~ii. 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".~~
- ~~iii. Otherwise, No objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.~~
- ~~iv. 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.~~

Following details to be endorsed in OBL

- ~~i. Import & Export Code (IEC) of importer: 0588138690~~
- ~~ii. GST Identification No (GSTIN) of importer: 33AAACB4146P2ZL~~
- ~~iii. Official email id of importer: sivabala@bhel.in ; sivama@bhel.in~~

d. Indian Agent & Agency commission:

- i. An Indian Agent can represent / submit offer of only one original equipment manufacturer (OEM) against a particular Tender. If any Indian Agent represents two or more than one OEM against the same tender, then the Offer will be rejected.
- ii. The CFR - Cost and Freight Chennai Sea Port, price quoted by the Foreign Bidder shall also include the Agency commission. The bidder shall furnish authenticated copy of the Agency Agreement detailing the precise relationship between them and their mutual interest in the business so as to consider the offer of the Indian Agent for the indigenous portion of the supply. For the main equipment, the offer should be from the Principal / OEM. The bidders have to furnish the original Authorization Letter for the Indian Agent along with the Techno-Commercial Offer.

13. INTEGRITY PACT (IP)

IP is a tool to ensure that activities and transactions between Company and its Bidders/Contractors are handled in a fair, transparent and corruption-free manner. The Following Independent External Monitors (IEMs) on the present panel has been appointed by BHEL with the approval of CVC to oversee the implementation of IP in BHEL.

Sl.No	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- a) IP is applicable for the enquiry, the IP as enclosed with the tender as *Annexure L – Integrity Pact Format* is to be submitted (duly signed by authorised signatory) along with the techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- b) Please refer to Section-8 of the IP for Roles and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarifications / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below

(1)

Arun Joy
Dy. Manager
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy-620014
+91 431 2576178
arunjoy@bhel.in

(2)

Ajay Kumar Gupta
AGM
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy-620014
+91 431 2578156
ajaykumar.gupta@bhel.in



PQC : Pre-Qualification Criteria

Enquiry No: RCSPRING01

Sl. No.	Pre-Qualification Criteria	Bidder confirmation
1	Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation" .	
2	Test certificates from principle supplier should contain all the details as per attached TDC and drawings.	
3	Vendor/s have experience of supplying same item/s with the same material specification. For IBR springs, bidder shall have experience of supplying springs with IBR certificate. The supplying experience proof (previous unpriced PO) has to be attached. Bidder shall submit previous unpriced PO of same items with the same material specification not more than 3 years old from date of part 1 bid opening.	
4	Bidder should be a spring manufacturer and should have facility for spring coiling, heat treatment and load testing. Agents, dealers etc., are exempted from quoting.	
5	The vendor shall ensure that the springs marked IBR on the technical drawing comply with IBR certification standards. A sample set of IBR-certified Test Certificates (TCs) must be submitted	

Seal and Signature of authorized signatory

Date