ISO 9001, ISO 14001, OHSAS 18001 &SA8000 Certified Company

SubContract and Purchase Department.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉकस सं.55,नोएडा-201301,

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TENDER ENQUIRY NO: BHEL/PSNR/SCP/RD/ E-2675 **DATE: 23.06.2015**

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation from **MANUFACTURER/SUPPLIER** in **two part bid system** for the following item required at **BHEL – SITE OFFICE, Gadarwara STPP, Near Chichli Village, Distt. Narsinghpur, Madhya Pradesh – 487551** as follow:

Enquiry No.	DESCRIPTION	QTY.	LAST DATE OF TENDER SUBMISSION & OPENING	DELIVERY SCHEDULE
BHEL/PSNR/ SCP/ RD/ **E-2675**	SUPPLY OF **SPARE PARTS OF MEKASTER MAKE RACK & PINION TYPE ONE TON CAPACITY CONSTRUCTION ELEVEVATOR (AS PER ANNEXURE-2)**	**47 ITEMS**	**07.07.2015 SUBMISSION TIME: 1500 Hrs. OPENING TIME: 1530 Hrs.**	Within **THREE (03) WEEKS** from the date of P.O.

The Tender Document comprise of following;

a. **ANNEXURE - 1 (QUALIFYING REQUIREMENTS)**
b. **ANNEXURE - 2 (TECHNICAL SPECIFICATIONS)**
c. **ANNEXURE - 3 (IMPORTATNT NOTES)**
d. **ANNEXURE - 4 (SPECIAL TERMS & CONDITIONS)**
e. **ANNEXURE - 5 (GENERAL TERMS & CONDITIONS)**
f. **ANNEXURE - 6 (UNPRICE FORMAT)**
g. **ANNEXURE - 7 (PRICE SCHEDULE)**
h. **ANNEXURE - 7A(ITEM WISE RATE)**
i. **ANNEXURE - 8 (CERTIFICATE FOR NO DEVIATION)**
j. **ANNEXURE - 9 (REVERSE AUCTION FORMAT AND TERMS & CONDITIONS)**
k. **ANNEXURE - 10 (CERTIFICATE OF CHARTERED ACCOUNT)**

ANNEXURE - 1

QUALIFYING REQUIREMENTS (QR)

1. **A).** The bidder shall be in the business of manufacturing Rack & Pinion type Passenger cum Goods Lift during last two years as on date of technical bid opening.

   B). The bidder shall have supplied at least one no. 1000Kg or above capacity Rack and Pinion type Passenger cum Goods Lift to any party and successfully commissioned within last two years as on the date of technical bid opening. Bidder shall furnish Purchase Order and commissioning certificate for the same.

   C). The bidder shall have supplied spares for Mekaster make 1000Kg capacity Rack and Pinion type Passenger cum Goods Lift during last two years as on the date of technical bid opening.

2. **i)** Bidder's Average annual Turnover in last three financial years shall be at least **Rs. 4.79 lakhs.**

   ii) Bidder must have earned cash profit in any one of the last 3 financial years.

   Bidder to submit audited Balance Sheet and Profit & Loss Account of the company for last 3 Financial Years (FY) in support to Sl. No**. i)** & **ii)** as above.

   Note:

   • In case annual accounts of last FY are not audited, then bidder should submit the audited annual accounts of previous three FY.

   • In case audited annual accounts have not been submitted for all the three years as indicated above, then the applicable audited annual accounts as submitted by the bidder against the requisite three years will be averaged for three years.

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ANNEXURE-"2"

TECHNICAL SPECIFICATION

SL. NO.	DESCRIPTION OF ITEM	QTY.	VENDOR'S CONFIRMATION*
(A) SPARE PARTS MEKASTER MAKE RACK AND PINION TYPE ONE TON CAPACITY CONSTRUCTION ELEVATORS AS LISTED BELOW-			
1.	Foundation Bolt lock Nut with Washer M24X410	14	
2.	Base frame with mast mounting Bolt	8	
3.	Counter roller	4	
4.	Counter Roller lock Nut with washer	8	
5.	Worm gear	2	
6.	Rack Model no-8	6	
7.	Break liner(SEW for Motor)	2	
8.	Motor Cooling Fan (SEW)	2	
9.	Cage Cable Bracket with Bolts (L/R)	One set	
10.	Safety device Model-8	2	
11.	Base electrical panel assembly	2	
12.	Trailing Cable flexible	120 mtr	
13.	Tins support Bolt Items M12X90	83	
14.	Lock Nut For Tins support Bolt Items M12X90	83	
15.	Washer For Tins support Bolt Items M12X90	218	
16.	Tins Support Bolt Items M12X100	88	
17.	Lock Nut For Tins Support Bolt Items M12X100	88	
18.	Washer For Tins Support Bolt Items M12X100	176	
19.	Cable guide G.I J-Bolt Items M10X125	64	
20.	Lock Nut For Cable guide G.I J-Bolt Items M10X125	64	
21.	Washer For Cable guide G.I J-Bolt Items M10X125	64	
22.	Limit Cam J-Bolt M10X50 G.I	10	
23.	Lock Nut For Limit Cam J-Bolt M10X50 G.I	10	
24.	Washer For Limit Cam J-Bolt M10X50 G.I	10	
25.	Final Limit Cam J-Bolt M10X50 G.I	10	
26.	Lock Nut For Final Limit Cam J-Bolt M10X50 G.I	10	

SL. NO.	DESCRIPTION OF ITEM	QTY.	VENDOR'S CONFIRMATION*
27.	Washer For Final Limit Cam J-Bolt M10X50 G.I	10	
28.	Landing Cam J-Bolt M10X50 G.I	28	
29.	Lock Nut For Landing Cam J-Bolt M10X50 G.I	28	
30.	Washer For Landing Cam J-Bolt M10X50 G.I	28	
31.	Ground encloser Bolt M8X30	180	
32.	Lock Nut For Ground encloser Bolt M8X30	180	
33.	Washer For Ground encloser Bolt M8X30	360	
34.	Ground landing door Bolt M8X90	12	
35.	Lock Nut For Ground landing door Bolt M8X90	12	
36.	Washer For Ground landing door Bolt M8X90	24	
37.	Stair case M8X30 Alenkey Bolt	60	
38.	Lock Nut For Stair case M8X30 Alenkey Bolt	60	
39.	Washer For Stair case M8X30 Alenkey Bolt	60	
40.	Up/down limit switch with liver	3	
41.	Siemens make Contactor 3TH30(22E)	2	
42.	Sienmens make Contactor 3TH30(40E)	2	
43.	Up/down next landing PB	6	
44.	Emergency PB Switch	2	
45.	Phase Preventor(VSP-2)	2	
46.	Cage panel MCB (Q4,Q5,Q6,Q7) Volt-415/240	One set	
47.	EAPL Timer	1	
B	**SPECIAL CONDITIONS**		
1	Bidder shall supply spares for Mekaster make 1000kg Rack and Pinion type Passenger cum Goods Lift installed in boilers at BHEL site. The spares supplied shall be of the same specifications (size, shape, dimensions etc.) as available in the Mekaster make 1000kg Rack and Pinion type Passenger cum Goods Lift. Additionally, electrical parts supplied shall be of the same make as available in the Mekaster make 1000kg Rack and Pinion type Passenger cum Goods Lift. Any variation in the same shall not be accepted.		
2	Spares supplied shall be 100% compatible with the original equipment. Any reworking done/ required to be done on the supplied part to make it compatible with the original equipment, whether prior to or during the replacement, which may adversely affect the quality/ performance of the supplied part, shall make the supplied part liable for rejection.		

3	Spare parts supplied shall be capable of withstanding all such tests at such intervals as may be recommended by OEM or BHEL (functional tests of individual components supplied, load test, drop test etc.). These tests may be conducted on the individual spare parts supplied or on the complete equipment in which it shall be used as a replacement.	
4	**Warranty:** The spares shall have fitment guarantee upto one year and warranty for poor workmanship & manufacturing defects upto six months from the date of physical inspection of spares at destination.	

NOTE:

1 **DELIVERY REQUIRED AT (CONSIGNEE):** CONSTRUCTION MANAGER, BHEL SITE OFFICE, GADARWARA STPP, NEAR CHICHLI VILLAGE, DIST.- NARSINGHPUR, M.P. - 487551.

2 *Vendor to give their confirmation for each row as above.

ANNEXURE-"3"

IMPORTATNT NOTES

1. Bidders not offering the material as per specification described in Annexure – 1 shall not be considered.

2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page *(www.bhel.com)* and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

3. BHEL reserves the right to split, accepts or rejects any or all tenders without assigning any reason what so ever.

4. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.

5. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for, "**Supply of Spare Parts of Mekaster make Rack & Pinion Type One Ton Capacity Construction Elevators**" as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at **15.30 PM (IST) on 07.07.2015.**

   Note: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

6. Tender should not be addressed to any Individual's name but only by designation to:

   ENGINEER/ PURCHASE
   BHARAT HEAVY ELECTRICALS LIMITED
   POWER SECTOR-NORTHERN REGION,
   HRDI & ESI COMPLEX, PLOT NO.25, SECTOR 16 A,
   NOIDA –201301 (INDIA)

7. **TENDERS TO BE SUBMITTED IN TWO PARTS:**

Part: I: Techno-commercial bid containing technical details along with commercial offer containing the following;

(i) Covering letter/Offer forwarding letter of Tenderer.

(ii) Supporting documents against Qualifying Requirements (QR) and vendor confirmation regarding technical specification.

(iii) Duly filled-in `No Deviation Certificate' as per Annexure -8.

Note:

a) In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.

b) BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender

(iv) Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.

(v) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.

(vi) Bidders shall submit their offer in INR only, the same to be indicated in their offer (Part-I).

(vii) Commercial: This part shall include / indicate the following:

(a) Station of dispatch (b) Taxes & duties applicable (c) Delivery Schedule

(viii) Copy of "Un-Priced Format as per Annexure - 6" i.e., without the price details to be enclosed with clearly mentioning that whether **QUOTED or** NOT APPLICABLE **(NA)**. (**No hidden charges shall be accepted**).

(ix) Any other details preferred by bidder with proper indexing.

PART: II: PRICE BID AS PER ANNEXURE – 7, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

(i) Offered price (as per Price Schedule format enclosed).

(ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

Note: Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.

8. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No._____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No._____

9. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____

Tender No._____ Due on: _____

Containing Part I and Part II of the offer

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

10. LANGUAGE & CORRECTIONS

a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.

b) All entries in the tender shall either be typed or written legibly in ink. Erasement and over-writings are not permitted and may render such tenders liable for rejection.

c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.

d) All cancellations and insertions shall be duly attested by the tenderer.

e) All columns for price format shall be filled. If not applicable, please write "**NA**".

11. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

12. PRICE DISCREPANCY

a) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

b. If there is a discrepancy between words and figures, the amount in words shall prevail.

b) In case of any other discrepancy, the decision of the purchaser will be final.

ENGINEER/PURCHASE

ANNEXURE-"4"

SPECIAL TERMS AND CONDITION

1. Unloading of material at destinations shall be in BHEL's scope.

2. Price in INR should be quoted for F.O.R destination delivery at **BHEL SITE OFFICE, GADARWARA STPP, NEAR CHICHLI VILLAGE, DIST.-NARSINGHPUR, MADHYA PRADESH - 487551.**

3. **EVALUATION CRITERIA**: **TOTAL ORDER VALUE ON F.O.R SITE BASIS (Sl. No. 1.12 of Annexure-7)** for whole lot.

4. **TAXES AND DUTIES:**

4A) Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Sales Tax, Excise Duty & other statutory levies should be indicated separately if applicable. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Vendor shall submit the road permits complete in all respect as per relevant state requirement. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.

4B) Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where

4B1) Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as "First Stage Dealer" or "Second Stage Dealer".

4B2) In case goods are purchased through a dealer but these are dispatched by supplier manufacturer directly to the factory of buyer. In such case, CENVAT is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.

4B3) In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003).

4B4) In case supplier fails to submit the requisite and appropriate CENVATABLE invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.

Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 4A) above.

5. **A).BHEL WILL NOT ISSUE "C" FORM.**
   B).BHEL shall provide road permit (if applicable).

6. **TRANSIT INSURANCE**: **Transit Insurance of material is in Supplier's scope**.

7. **INSPECTION:** The supplier shall offer the Spare Parts for Mekaster Make 1000 KG Passenger Cum Goods Lift for inspection at destination as per Annexure-1.

8. **DELIVERY TERMS**: The delivery of material shall be within **3 weeks from the date of PO to date of dispatch.** LR/RR/GR date for indigenous supplies shall be treated as the date of dispatch for levying LD. **"In case delivery period quoted by bidder is not acceptable by BHEL, then BHEL may reject their offer."**

9. **VALIDITY**: Offers should be valid for a period of 90 days from the date of Techno-Commercial bid (Part-I) opening.

10. **PAYMENT TERMS**: "100 % OF PAYMENT + 100% TAXES, DUTIES, P&F, FREIGHT WITHIN 30 DAYS FROM THE DATE OF INVOICE AGAINST –"RECEIPT VERIFICATION & SUBMISSION OF BILLING DOCUMENTS AS MENTIONED IN Sl. No. 11"".

11. **BILLING DOCUMENTS**: The set of documents required for payment shall be as follows;

    (1) Original Tax Invoices.
    (2) Copy of LR.
    (3) Copy of Guarantee/ Warranty Certificate for the goods.
    (4) Copy of Store Receive Voucher (SRV) issued by BHEL.
    (5) Fitment Guarantee Certificate.

    NOTES:-
    a. **Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.**
    b. **No advance shall be paid.**

12. **PAYING AUTHORITY**: CONSTRUCTION MANAGER, BHEL SITE OFFICE, GADARWARA STPP, NEAR CHICHLI VILLAGE, DIST.-NARSINGHPUR, MADHYA PRADESH - 487551.

13. **REVERSE AUCTION:**
    BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

    In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. **For details please refer to Annexure – 8.**

14. Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum II) certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (**Format enclosed as per Annexure- 10**) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro and Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

No benefit shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

15. In case of contradiction / conflict the order of precedence shall be in the order as mentioned below:

a. Amendments/Clarifications/Corrigenda/Errata etc., if any, issued in respect of the tender documents by BHEL**.**

b. Price Schedule (Annexure-7)

c. Technical Specifications (Annexure-2)

d. Special Terms & Conditions (Annexure-4)

e. Important Notes (Annexure-3)

g. General Terms & Conditions (Annexure- 5)

ENGINEER/PURCHASE

ANNEXURE-"5"

GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.

2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.

3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.

4. Please note that our terms of payment are as per clause 10 & 11 of "SPECIAL TERMS AND CONDITIONS". All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.

6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.

7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.

8. Where Sales Tax is payable extra, it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.

9. **Liquidated Damages:** The LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. In case of any amendment/revision, the LD shall be linked to the amended/revised PO value. **LR/ GR/ RR date shall be treated as the date of dispatch for levying LD.**

10. **Risk Purchase: -** Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 9 above.

11. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.

12. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks. In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after

the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

13. **Metric System: -** Suppliers are requested to give metric measurements while quoting.

14. **Force majeure:** The following shall amount to Force Majeure;
14.1) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the seller has no control.

14.2) If the seller suffers delay in the due execution of the contractual obligation due to delays Caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the supplier shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the supplier immediately reports to BHEL in writing the causes of delay and the seller shall not be eligible for any compensation.

15. Arbitration & Reconciliation:-

15.1) In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the supplier in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In Charge (Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

15.2) 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 to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.

15.3) The cost of arbitration shall be borne equally by the parties.

15.4) Stores under the contract shall be continued during the arbitration proceedings Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ENGINEER/PURCHASE

ANNEXURE-"6"

UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)

Sl.No.	DESCRIPTION	REMARKS
1.0	**SUPPLY :**	
1.1	**SUPPLY OF SPARES PARTS OF MEKASTER MAKE RACK & PINION TYPE ONE TON CAPACITY CONSTRUCTION ELEVATORS (As per Annexure-7A)**	QUOTED IN PRICE BID
1.2	DISCOUNT (IF ANY)	QUOTED IN PRICE BID
1.3	BASIS PRICE AFTER DISCOUNT (**1.1 - 1.2**)	QUOTED IN PRICE BID
1.4	PACKING AND FORWARDING CHARGES	QUOTED IN PRICE BID
1.5	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 4 OF SCC)	QUOTED IN PRICE BID **RATE OF DUTY…….**
1.6	SALES TAX **WITHOUT "C" FORM** / VAT *(Tick**(√)** whichever is applicable and mention the rate accordingly)*	QUOTED IN PRICE BID **RATE OF TAX…….**
1.7	TRANSPORTATION CHARGES INCLUDING TRANSIT INSURANCE CHARGES FROM MANUFACTURER/SUPPLIERS WORK PLACE TO BHEL SITE OFFICE, GADARWARA STPP, NEAR CHICHLI VILLAGE, DIST.-NARSINGHPUR, MADHYA PRADESH - 487551.	QUOTED IN PRICE BID
1.8	ENTRY TAX **(**IF APPLICABLE**)**	IF QUOTED IN PRICE BID **.RATE OF TAX……**
1.9	OTHER TAXES, IF ANY (_____)	IF QUOTED IN PRICE BID**. RATE OF TAX……**
1.10	**TOTAL SUPPLY ORDER VALUE ON F.O.R SITE BASIS (SL. NO. 1.3 + 1.4 + 1.5 + 1.6 + 1.7 + 1.8 + 1.9)**	QUOTED IN PRICE BID
1.11	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 4 OF STC)	QUOTED IN PRICE BID
1.12	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 1.10 – SL. NO. 1.11) (F.O.R. DESTINATION BASIS)	QUOTED IN PRICE BID
2.0	WARRANTY/GUARANTEE AS PER NIT	AGREED
3.0	PAYMENT TERMS AS PER NIT	AGREED
4.0	DELIVERY PERIOD AS PER NIT	AGREED
5.0	VALIDITY OF OFFER AS PER NIT	AGREED
6.0	INSPECTION AS PER NIT (AT DESTINATION)	AGREED
7.0	ANY OTHER INFORMATION	

NOTES:

1. Bidders are requested to quote for each and every item as indicated above. Please indicate QUOTED / NOT QUOTED against each item. **Incomplete offer received may not be considered**.
2. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
3. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
4. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (excluding transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 14 days.
5. Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE-"7"

PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)

Sl.No.	DESCRIPTION	QTY.	UNIT RATE (Rs.) / %age	AMOUNT (Rs.)
1.0	**SUPPLY :**	**A**	**B**	**C = AXB**
1.1	**SUPPLY OF SPARES PARTS OF MEKASTER MAKE RACK & PINION TYPE ONE TON CAPACITY CONSTRUCTION ELEVATORS (As per Annexure-7A)**	**AS PER PRICE BREAK UP IN ANNEXURE- 7A**		
1.2	**DISCOUNT (IF ANY)**			
1.3	**BASIC PRICE AFTER DISCOUNT (1.1 -1.2)**			
1.4	PACKING AND FORWARDING CHARGES			
1.5	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 4 OF SCC)	**RATE OF TAX…… %**		
1.6	SALES TAX **WITHOUT "C" FORM** / VAT *(Tick**(√)** whichever is applicable and mention the rate accordingly)*	**RATE OF TAX…… %**		
1.7	TRANSPORTATION CHARGES INCLUDING TRANSIT INSURANCE CHARGES FROM MANUFACTURER/SUPPLIERS WORK PLACE TO BHEL SITE OFFICE, GADARWARA STPP, NEAR CHICHLI VILLAGE, DIST.-NARSINGHPUR, MADHYA PRADESH - 487551.			
1.8	ENTRY TAX (if applicable)	**RATE OF TAX…… %**		
1.9	OTHER TAXES, IF ANY (_____)			
1.10	**TOTAL SUPPLY ORDER VALUE ON F.O.R SITE BASIS (SL. NO. 1.3 + 1.4 + 1.5 + 1.6 + 1.7 + 1.8 + 1.9)**			
1.11	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 4 OF STC)			
1.12	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 1.10 – SL. NO. 1.11) (F.O.R. DESTINATION BASIS)			

NOTES:

1. Bidders are requested to quote for each and every item as indicated above. Please indicate NIL against items not applicable. Incomplete offer received may not be considered.
2. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
3. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
4. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (excluding transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 14 days.
5. Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.
6. Price indicated at **sl.no 1.1 above** must be equal to the amount indicated at **Sl. No. 48 of Annexure-7A.**

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE-"7A"

ITEM WISE RATE

Sl.No.	Description	Qty.	Unit Rate(Rs.) /item	Basic Amount in Rs.
SUPPLY OF SPARES PARTS OF MEKASTER MAKE RACK & PINION TYPE ONE TON CAPACITY CONSTRUCTION ELEVATORS AS LISTED BELOW-		**A**	**B**	**C=AXB**
1.	Foundation Bolt lock Nut with Washer M24X410	14		
2.	Base frame with mast mounting Bolt	8		
3.	Counter roller	4		
4.	Counter Roller lock Nut with washer	8		
5.	Worm gear	2		
6.	Rack Model no-8	6		
7.	Break liner(SEW for Motor)	2		
8.	Motor Cooling Fan (SEW)	2		
9.	Cage Cable Bracket with Bolts (L/R)	One set		
10.	Safety device Model-8	2		
11.	Base electrical panel assembly	2		
12.	Trailing Cable flexible	120 mtr		
13.	Tins support Bolt Items M12X90	83		
14.	Lock Nut For Tins support Bolt Items M12X90	83		
15.	Washer For Tins support Bolt Items M12X90	218		
16.	Tins Support Bolt Items M12X100	88		
17.	Lock Nut For Tins Support Bolt Items M12X100	88		
18.	Washer For Tins Support Bolt Items M12X100	176		
19.	Cable guide G.I J-Bolt Items M10X125	64		
20.	Lock Nut For Cable guide G.I J-Bolt Items M10X125	64		
21.	Washer For Cable guide G.I J-Bolt Items M10X125	64		
22.	Limit Cam J-Bolt M10X50 G.I	10		
23.	Lock Nut For Limit Cam J-Bolt M10X50 G.I	10		
24.	Washer For Limit Cam J-Bolt M10X50 G.I	10		
25.	Final Limit Cam J-Bolt M10X50 G.I	10		

Sl.No.	Description	Qty.	Unit Rate(Rs.) /item	Basic Amount in Rs.
26.	Lock Nut For Final Limit Cam J-Bolt M10X50 G.I	10		
27.	Washer For Final Limit Cam J-Bolt M10X50 G.I	10		
28.	Landing Cam J-Bolt M10X50 G.I	28		
29.	Lock Nut For Landing Cam J-Bolt M10X50 G.I	28		
30.	Washer For Landing Cam J-Bolt M10X50 G.I	28		
31.	Ground encloser Bolt M8X30	180		
32.	Lock Nut For Ground encloser Bolt M8X30	180		
33.	Washer For Ground encloser Bolt M8X30	360		
34.	Ground landing door Bolt M8X90	12		
35.	Lock Nut For Ground landing door Bolt M8X90	12		
36.	Washer For Ground landing door Bolt M8X90	24		
37.	Stair case M8X30 Alenkey Bolt	60		
38.	Lock Nut For Stair case M8X30 Alenkey Bolt	60		
39.	Washer For Stair case M8X30 Alenkey Bolt	60		
40.	Up/down limit switch with liver	3		
41.	Siemens make Contactor 3TH30(22E)	2		
42.	Sienmens make Contactor 3TH30(40E)	2		
43.	Up/down next landing PB	6		
44.	Emergency PB Switch	2		
45.	Phase Preventor(VSP-2)	2		
46.	Cage panel MCB (Q4,Q5,Q6,Q7) Volt-415/240	One set		
47.	EAPL Timer	1		
48.	**Total Basic Amount of all above item**			

Note:

1. Price indicated at **Sl.No.48 above** must be equal to the amount indicated at **sl.no 1.1 of Annexure-7.**
2. **Annexure- 7 & Annexure-7A to be enclosed along with the Price Bid (Part-II Bid).**

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE-"8"

CERTIFICATE OF NO DEVIATION

(To be given in Letter Head)

TENDER No. : BHEL/PSNR/SCP/RD/E- 2675 Dtd. 23.06.2015

I/ WE, M/s_____

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE-"9"

REVERSE AUCTION (RA) FORMAT

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE-10

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s. _____, (hereinafter referred to as 'Company') having its registered office at _____ _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II) _____ Dtd. _____, Category: _____ (Micro/Small). (Copy Enclosed)

Further verified from the Book of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment is plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O. 1722(E) dated October 5, 2006:

   Rs_____ Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006 :

   Rs. _____Lacs

The above investment of Rs. _____ Lacs is within the permissible limit of Rs. _____Lacs for _____ Micro/Small (strike off which is applicable) Category under MSMED Act 2006.

Date:

(Signature)
Name –
Membership number –
Seal of Chartered Accountant -