



ISO 9001-2000, ISO 14001 and
OHSAS 18001 certified company

Sub-Contract and Purchase
Deptt.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

Phone: 91-120-2416567/2416262 Fax 91-120-2416528

Email: alfamiqbal@bhelsnr.co.in/ susmitabasu@bhelsnr.co.in

TENDER ENQUIRY NO: BHEL/PSNR/SCP/AI/E-2596

DATE: 09.09.2014

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation from **Manufacturers/Authorized Dealers only in two part bid system** for the following items required :

Enquiry No.	DESCRIPTION	LAST DATE OF TENDER SUBMISSION & OPENING	DELIVERY SCHEDULE
BHEL/PSNR/SCP/ AI/E-2596	SPARE PARTS FOR ESCORT CRANE F15/14 MT, SL.NO. 1693003614, AS PER ANNEXURE-01	01.10.2014 AT 1530 HRS.	Within 4-6 WEEKS from the Date of PO.

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER,
BHEL SITE OFFICE: KOLDAM HEP,
P.O. SLAPPER,
DISTT. MANDI (H.P.) - 174403.

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

1. THE VENDOR MUST BE "ORIGINAL EQUIPMENT MANUFACTURER OF ESCORT CRANE" OR "AUTHORIZED DEALER OF M/S. ESCORTS FOR SPARE PARTS DURING LAST THREE YEARS AS ON THE DATE OF TECHNICAL BID OPENING"

Documents related to the above must be submitted as evidence along with the Technical Bid.

NOTES:-

The Tender Document comprise of following;

- a. ANNEXURE- 1 (LISTS OF SPARES REQUIRED)
- b. ANNEXURE-2 (IMPORTANT NOTES)
- c. ANNEXURE-3 (SPECIAL TERMS & CONDITIONS)
- d. ANNEXURE-4 (GENERAL TERMS & CONDITIONS)
- e. ANNEXURE-5 (UNPRICE FORMAT)
- f. ANNEXURE-6 (PRICE SCHEDULE)
- g. ANNEXURE-7 (PRICE BREAKUP LIST FOR ITEMS)
- h. ANNEXURE-8 (CERTIFICATE FOR NO DEVIATION)
- i. ANNEXURE-9 (FORMAT FOR E-PAYMENT DETAILS)
- j. ANNEXURE-10 (PRICE JUSTIFICATION CERTIFICATE)

ANNEXURE-“1”
LIST OF SPARE PARTS

SPARE PARTS FOR ESCORT CRANE F15/14 MT, SL.NO. 1693003614 – KOLDAM SITE			
Sl.No.	Part No.	Description	Qty.
1	PP10401	CLUTCH PLATE	1
2	PP10402	CLUTCH ASSY.F-15	1
3	PP10427	BRG.CLUTCH RELEASE	1
4	22-C-2-090	HOSE RADIATOR TOP	1
5	22-C-2-091	HOSE RADIATOR BOTTOM	1
6	7.08.08.1	JUBLEE CLAMP	4
7	PP10255	BRG. PAD END	2
8	PP10822	GEAR SHIFT CABLE	1
9	PP10823	GEAR SHIFT CABLE F-15	1
10	26C1021	CABLECLUTCH F-15	1
11	Y.05.47.901.0	AIR BREATHER ASSY.	2
12	22-A-2-013A	BONNET ASSY. F-15	1
13	PP10356	HANDLE BONNET	1
14	32220-492	WIRE ROPE SLING	2
15	PP10562	METAL FASTNER	2
16	V12.19.039.1	BRAKE VALVE	1
17	930192	SHORT SELECTOR 2 POSIT	6
18	930153	SWITCH THREE POSITION	1
19	PP10845	REVERSE HORN	1
20	92597-382	HORN 24VOLTS	1
21	V19.43.875.0	BATTERY	2
22	22-C-2-104A	BATTERY LEAD BATTERY+TD BATTER	1
23	22-C-2-086	BATTERY LEAD+VE TO STARTER	1
24	22-C-2-103	BATTERY LEAD BATTERY TO EARTH	1
25	T10.41.002.0	COVER CLAMPING WITH NUT	2
26	51111	THRUST BALL BRG.	1

**SPARE PARTS FOR ESCORT CRANE F15/14 MT, SL.NO. 1693003614
– KOLDAM SITE**

Sl.No.	Part No.	Description	Qty.
27	22-C-3-050C	WINCH ROPE 13 DIA/90MT(ANTITWIS)	1
28	31-H-029A	HOSE SUCTION	2
29	4.16.13.0	HOSE CLAMP	2
30	22-H-6-038	HOSE ASSY.	2
31	22-H-6-039	HOSE CONT.VALVE	2
32	22-H-6-040	HOSE CONT.VALVE	2
33	PP10910	ACCELETOR CABLE	1
34	PP10722	CONTROL VALVE	1
35	Y.05.26.10.0	PULLEY JIB HEAD	4
36	Y.05.26.11.0	BUSH	4
37	41-HP-001	TUBE ASSY.	4
38	V12.11.078.0	ADOPTER 1/2" BSPX1/2"BSI	4
39	95601.005	DOWTY SEAL	12
40	41-C-3-003	WINCH WIRE ROPE	1
41	PP10536	QUICK RELEASE VALVE	1
42	PP10535	GRAND HAND CONTROL VALVE	1
43	PP10529	U/L VALVE ASSY.	1
44	PP10746	BRAKE CHAMBER LH	1
45	PP10745	BRAKE CHAMBER RH	1
46	ALAGPS 06-AS	SHIFT CYL. ASSY.(HI-LO)	1
47	ALAGPS 25-AS	SHIFT CYL. BODY AS (2/4 WD)	1
48	ALAGPS 14	GROMMET PUSH ROD	8
49	PP10843	MCCB-32AMPS.	1
50	PP10844	FUSE	20
51	8536-037	INDICATING LAMP(RED)	1
52	V12-43.011.0	WATER TEMP. GAUGE	1
53	PP11145	OIL PR. GAUGE	1
54	PP10755	SPEEDO METER	1
55	PP11241	RPM CUM HOUR METER	1

**SPARE PARTS FOR ESCORT CRANE F15/14 MT, SL.NO. 1693003614
– KOLDAM SITE**

Sl.No.	Part No.	Description	Qty.
56	PP10884	HEAD LAMP LH	1
57	PP10885	HEAD LAMP RH	1
58	PP10886	TAIL LAMP	1
59	PP10887	CHAMBER TAIL LAMP AS	1
60	V12.01.001.1	FAN	1
61	989150	HYD OIL TEMP SENSOR	1
62	PP11279	WIPER MOTOR	1
63	PP11881	WIPER ARM	1
64	PP11882	WIPER BLADE	1
65	PP10950	RELAY	1
66	85.33.901.2	PROPLER SHAFT	1
67	PP10719	HYD. PUMP(F-15)	1
68	11.00X20-U	TUBE ASSY.	4
69	11.00X20-T	TYRE	4
70	11.00X20-F	FLAPPER	4
71	PP11632	RETURN LINE FILTER	1
72	1764-026	HAZARD SWITCH	1
73	SPY.2529.000	MOD.KIT CLUTCH	1
74	SPY.2530.000	MOD.KIT	1

IMPORTANT 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 **"Spares for ESCORT CRANE F15/14 MT, SL.NO. 1693003614"** 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 01.10.2014.**

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) Bidder to submit company brochure indicating manufacturing of **Spares for ESCORT CRANE F15/14 MT, SL.NO. 1693003614**
- (iv) 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
- (v) **Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.**
- (vi) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.

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

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

(a) Station of dispatch

(b) Taxes & duties applicable.

(c) Delivery Schedule

(ix) Copy of "Un-Priced Format as per Annexure - 5" i.e., without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).

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

PART: II: PRICE BID AS PER ANNEXURE – 6, 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. Erasurement 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-“3”

SPECIAL TERMS AND CONDITION

1. **Price in INR**, should be quoted for F.O.R destination delivery at BHEL SITE OFFICE: KOLDAM HEP, P.O. SLAPPER, DISTT. MANDI (H.P.) - 174403.
2. **EVALUATION CRITERIA**: On total cost to BHEL for whole lot. BHEL reserves the right to conclude the contract either on Ex- works or F.O.R site basis at its sole discretion. However bidder to submit Prices on F.O.R site basis.

3. **TAXES AND DUTIES**:

3A) 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. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.

3B) 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

3B1) 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".

3B2) 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.

3B3) 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).

3B4) 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. 3A) above.

4. **INSPECTION AND TESTING**:

The supplier shall offer the **Spares for ESCORT CRANE F15/14 MT, SL.NO. 1693003614**
– KOLDAM SITE for inspection at destination.

5. **Delivery:** The delivery for all above items shall be **within 4-6 WEEKS** from date of P.O. to the date of dispatch. LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. **"In case delivery period quoted by the bidder is not accepted by BHEL, then BHEL may reject their offer."** Bidders to note the following:

Note: Bidders are requested to arrange the transporters and dispatch the goods on our behalf on freight (including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 2 weeks, however unloading shall be done by BHEL.

6. **VALIDITY OF OFFER:** Offers should be valid for a **period of 60 days from the** date of Techno-Commercial bid (Part-I) opening.

7. **INSURANCE:** Transit insurance shall be in the scope of bidder.

8. **SCOPE OF WORK:**

- a) **Supply of spares Parts for ESCORT CRANE F15/14 MT, SL.NO. 1693003614 – KOLDAM SITE as per Annexure-1.**
b) **INSPECTION** which includes checking of supplied Materials Guarantee /Warranty certificate etc. at Destination.

9. Guarantee/Warrantee certificates for the above items shall be provided before/along with dispatch of material.

10. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature up to 50 degrees Centigrade. The electrical and controls should be tropicalized to withstand such climatic conditions.

11. **Payment Terms:** Tenderer shall adhere to the following payment terms:-

- a) 90% of Ex-Works with 100% taxes, duties, freight, packing & forwarding and freight & insurance against receipt of material at Site (Original Tax Invoice, Delivery Challan, Copy of LR, Guarantee/Warrantee Certificate).
b) 10% of Ex-Works value shall be released within 30 days of acceptance of material at destination and the SRV issued by site.

The set of dispatch documents for 90% payment shall be as follows:-

- 1) Original tax Invoices
- 2) Copy of LR/ Packing List
- 3) Guarantee/Warranty Certificate for the goods

NOTES:-

- (I) **TENDERERS ARE REQUIRED TO SPECIFICALLY CONFIRM ACCEPTANCE OF THESE PAYMENT TERMS IN THEIR TECHNO-COMMERCIAL OFFER.**
(II) **NO ADVANCE SHALL BE PAID.**

12. **PAYING AUTHORITY:**

CONSTRUCTION MANAGER – BHEL PSNR – KOLDAM SITE.

13. Warranty:

The **spares Parts for ESCORT CRANE F15/14 MT, SL.NO. 1693003614 – KOLDAM SITE as per Annexure-1** shall carry a warranty for a period of 12 months from the date of commissioning or 18 months from date of dispatch of material at site whichever is early. Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc. payable on replacement items.

14. No enhancement of Price, 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.

15. The quantity of item to be purchased may vary according to actual requirement at the time of placement of order.

16. If any bidder belongs to MSME including SC/ST owned industry please clearly mention in your bid and provide supporting documents.

17. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

18. 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-6)
- c. Technical Specifications (Annexure-1)
- d. Special Terms & Conditions (Annexure-3)
- e. Tender Notice (Pages 2-3)
- f. Important Notes (Annexure-2)
- g. General Terms & Conditions (Annexure- 4)

ENGINEER/PURCHASE

ANNEXURE-"4"

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 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 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 for indigenous supplies 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.

16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ENGINEER/PURCHASE

ANNEXURE-“5”**UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)**

Sl.No.	DESCRIPTION	REMARKS
1.	BASIC PRICE for supply of spares Parts for ESCORT CRANE F15/14 MT, SL.NO. 1693003614 as per Price Breakup in Annexure-7.	QUOTED IN PRICE BID
2.	PACKING AND FORWARDING CHARGES	QUOTED IN PRICE BID
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 3 OF STC)	QUOTED IN PRICE BID RATE OF DUTY.....
4.	ST/VAT WITHOUT “C” FORM	QUOTED IN PRICE BID RATE OF TAX.....
5.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE CHARGES FROM MANUFACTURER’S/AUTHORISED DEALER WORK PLACE TO BHEL SITE OFFICE: KOLDAM HEP, P.O. SLAPPER, DISTT. MANDI (H.P.) - 174403.	QUOTED IN PRICE BID
6.	TOTAL ORDER VALUE ON F.O.R SITES BASIS	QUOTED IN PRICE BID
7.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 3 OF STC)	QUOTED IN PRICE BID
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 6 – SL. NO. 7)	QUOTED IN PRICE BID
9.	WARRANTY/GUARANTEE AS PER NIT	AGREED
10.	PAYMENT TERMS AS PER NIT	AGREED
11.	DELIVERY PERIOD AS PER NIT	AGREED
12.	VALIDITY OF OFFER AS PER NIT	AGREED
13.	GUARANTEE /WARRANTY CERTIFICATE AS PER NIT	AGREED
14.	ANY OTHER INFORMATION	

NOTES:

- Tenders will be evaluated based on the Net cost to BHEL as per S.No. 8. However order shall be placed on the Total F.O.R. prices as per S.No. 6.** 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.
- 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.
- 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.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- 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.
- Annexure-7 Price Breakup for list of spares to be submitted as a part of Price Bid.**

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

PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)

SL. NO.	DESCRIPTION	QUANTITY	UNIT RATE(Rs.)/ %age	AMOUNT (Rs.)
1.	BASIC PRICE for supply of Spares Parts for ESCORT CRANE F15/14 MT, SL.NO. 1693003614 as per Price Breakup in Annexure-7.	As per Price Breakup in Annexure-7.		
2.	PACKING AND FORWARDING CHARGES			
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 3 OF STC)			
4.	ST/VAT WITHOUT "C" FORM			
5.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE CHARGES FROM MANUFACTURER/AUTHORISED DEALER WORK PLACE TO BHEL SITE OFFICE: KOLDAM HEP, P.O. SLAPPER, DISTT. MANDI (H.P.) - 174403.			
6.	TOTAL ORDER VALUE ON F.O.R SITES BASIS			
7.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 3 OF STC)			
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 6 – SL. NO. 7)			

NOTES:

- Tenders will be evaluated based on the Net cost to BHEL as per S.No. 8. However order shall be placed on the Total F.O.R. prices as per S.No. 6.** 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.
- 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.
- 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.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- 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.
- Annexure-7 Price Breakup for list of spares to be submitted as a part of Price Bid.**
- Price indicated in Sl. No. 1 above must be equal to the amount indicated in Sl. No. 75 of ANNEXURE-7**

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

ANNEXURE-“7”**SPARE PARTS FOR ESCORT CRANE F15/14 MT, SL.NO. 1693003614
– KOLDAM SITE**

Sl. No.	Part No.	Description	Qty.	Unit Rate(Rs.)/ %age	Amount
1	PP10401	CLUTCH PLATE	1		
2	PP10402	CLUTCH ASSY.F-15	1		
3	PP10427	BRG.CLUTCH RELEASE	1		
4	22-C-2-090	HOSE RADIATOR TOP	1		
5	22-C-2-091	HOSE RADIATOR BOTTOM	1		
6	7.08.08.1	JUBLEE CLAMP	4		
7	PP10255	BRG. PAD END	2		
8	PP10822	GEAR SHIFT CABLE	1		
9	PP10823	GEAR SHIFT CABLE F-15	1		
10	26C1021	CABLECLUTCH F-15	1		
11	Y.05.47.901.0	AIR BREATHER ASSY.	2		
12	22-A-2-013A	BONNET ASSY. F-15	1		
13	PP10356	HANDLE BONNET	1		
14	32220-492	WIRE ROPE SLING	2		
15	PP10562	METAL FASTNER	2		
16	V12.19.039.1	BRAKE VALVE	1		
17	930192	SHORT SELECTOR 2 POSIT	6		
18	930153	SWITCH THREE POSITION	1		
19	PP10845	REVERSE HORN	1		
20	92597-382	HORN 24VOLTS	1		
21	V19.43.875.0	BATTERY	2		
22	22-C-2-104A	BATTERY LEAD BATTERY+TD BATTER	1		
23	22-C-2-086	BATTERY LEAD+VE TO STARTER	1		
24	22-C-2-103	BATTERY LEAD BATTERY TO EARTH	1		
25	T10.41.002.0	COVER CLAMPING WITH NUT	2		
26	51111	THRUST BALL BRG.	1		

Sl. No.	Part No.	Description	Qty.	Unit Rate(Rs.)/ %age	Amount
27	22-C-3-050C	WINCH ROPE 13 DIA/90MT(ANTITWIS)	1		
28	31-H-029A	HOSE SUCTION	2		
29	4.16.13.0	HOSE CLAMP	2		
30	22-H-6-038	HOSE ASSY.	2		
31	22-H-6-039	HOSE CONT.VALVE	2		
32	22-H-6-040	HOSE CONT.VALVE	2		
33	PP10910	ACCELETOR CABLE	1		
34	PP10722	CONTROL VALVE	1		
35	Y.05.26.10.0	PULLEY JIB HEAD	4		
36	Y.05.26.11.0	BUSH	4		
37	41-HP-001	TUBE ASSY.	4		
38	V12.11.078.0	ADOPTER 1/2" BSPX1/2"BSI	4		
39	95601.005	DOWTY SEAL	12		
40	41-C-3-003	WINCH WIRE ROPE	1		
41	PP10536	QUICK RELEASE VALVE	1		
42	PP10535	GRAND HAND CONTROL VALVE	1		
43	PP10529	U/L VALVE ASSY.	1		
44	PP10746	BRAKE CHAMBER LH	1		
45	PP10745	BRAKE CHAMBER RH	1		
46	ALAGPS 06-AS	SHIFT CYL. ASSY.(HI-LO)	1		
47	ALAGPS 25-AS	SHIFT CYL. BODY AS (2/4 WD)	1		
48	ALAGPS 14	GROMMET PUSH ROD	8		
49	PP10843	MCCB-32AMPS.	1		
50	PP10844	FUSE	20		
51	8536-037	INDICATING LAMP(RED)	1		
52	V12-43.011.0	WATER TEMP. GAUGE	1		
53	PP11145	OIL PR. GAUGE	1		
54	PP10755	SPEEDO METER	1		
55	PP11241	RPM CUM HOUR METER	1		
56	PP10884	HEAD LAMP LH	1		

Sl. No.	Part No.	Description	Qty.	Unit Rate(Rs.)/ %age	Amount
57	PP10885	HEAD LAMP RH	1		
58	PP10886	TAIL LAMP	1		
59	PP10887	CHAMBER TAIL LAMP AS	1		
60	V12.01.001.1	FAN	1		
61	989150	HYD OIL TEMP SENSOR	1		
62	PP11279	WIPER MOTOR	1		
63	PP11881	WIPER ARM	1		
64	PP11882	WIPER BLADE	1		
65	PP10950	RELAY	1		
66	85.33.901.2	PROPLER SHAFT	1		
67	PP10719	HYD. PUMP(F-15)	1		
68	11.00X20-U	TUBE ASSY.	4		
69	11.00X20-T	TYRE	4		
70	11.00X20-F	FLAPPER	4		
71	PP11632	RETURN LINE FILTER	1		
72	1764-026	HAZARD SWITCH	1		
73	SPY.2529.000	MOD.KIT CLUTCH	1		
74	SPY.2530.000	MOD.KIT	1		
75	TOTAL BASIC VALUE OF ALL ABOVE ITEMS				

NOTE:

1. Annexure-7 Price Breakup for list of spares to be submitted as a part of Price Bid.
2. Price indicated in Sl. No. 75 must be equal to the amount indicated in Sl. No. 1 of ANNEXURE-6

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

CERTIFICATE OF NO DEVIATION

(TO BE GIVEN IN LETTER HEAD)

TENDER No. : BHEL/PSNR/SCP/AI/E- 2596

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)

FORMAT FOR E-PAYMENT DETAILS: - BHEL-PSNR-NOIDA

(To be given in letterhead along with a copy of cancelled cheque / certification from bank)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digits) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID :
(For payment confirmation)

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

CERTIFICATE OF PRICE JUSTIFICATION

(To be given in letter head)

TENDER No. BHEL-PSNR/SCP/AI/E- 2596

I/WE, M/s. _____

CERTIFY THAT THE RATES PROVIDED ARE OUR BEST RATES AND WE HAVE NOT GIVEN THESE MATERIALS
TO ANY PARTY FOR LESSER THAN THESE RATES IN LAST ONE YEAR.

SIGNATURE AND STAMP OF THE BIDDER