

1236344/2023/PS-PEM-MAX

SUGGESTIVE PRICE FORMAT		Doc No:	PE-PF-497-501-A501			
		Rev No:	0			
		Date of issue	26.12.2022			
NAME OF	2x660MW TALCHER TPP STAGE-III					
NAME OF	DOUBLE GIRDER EOT CRANES (>100T CAPACITY)					
TECHNICAL	PE-TS-497-501-A501					
S. No.	DESCRIPTION	HSN CODE	UNIT	QTY	UNIT (EX-WORKS)	AMOUNT (Ex-Works)
1	2	3	4	5	6	7
1.0	Total Ex. Work price for SUPPLY PART, SERVICE PART & MANDATORY SPARES FOR Cranes comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, mandatory spares alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning, trial run at site and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable), and OPERATION AND MAINTENANCE SERVICE including manpower, supervision, consumables etc for operation & maintenance of cranes for 24 crane-months for each crane after commissioning & handing over in flawless condition of crane(s) for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.		Lot	1		SUM OF 2.1, 2.2, 2.3 & 2.4
2.0	<b>MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE</b>					
2.1.1	Total Ex. Work price for Cranes including storm brake and all other accessories (Excluding DSL,RAIL & Lifting beam)		Nos.	2		COL 5 X COL 6
2.1.2	Total Ex. Work price for SUPPLY part for DSL ALONG WITH ACCESSORIES (FOR BAYLENGTH 282.5 M)		MTR	282.5		COL 5 X COL 6
2.1.3	Total Ex. Work price for SUPPLY part for RAIL ALONG WITH ACCESSORIES (FOR BAYLENGTH 282.5 M)		MTR	565		COL 5 X COL 6
2.1.4	Total Ex. Work price for SUPPLY part for LIFTING BEAM WITH SLINGS AND ACCESSORIES		SET	1		COL 5 X COL 6
2.1	Total Ex. Work price for SUPPLY part for <b>SUPPLY part</b> for Cranes comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, spares for erection, startup and commissioning as required, fill of lubricants & consumables, forwarding, proper packing, shipment and delivery at site for project and package complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	8426 11 00	Lot	1		SUM OF S.No.2.1.1,2.1.2,2.1.3 & 2.1.4
2.2.1	Total Ex. Work price for SERVICE part for Cranes (Excluding DSL & RAIL)		Nos.	2		COL 5 X COL 6
2.2.2	Total Ex. Work price for SERVICE part for DSL ALONG WITH ACCESSORIES FOR BAYLENGTH (FOR BAYLENGTH 282.5 M)		MTR	282.5		COL 5 X COL 6
2.2.3	Total Ex. Work price for SERVICE part for RAIL ALONG WITH ACCESSORIES FOR BAYLENGTH (FOR BAYLENGTH 282.5 M)		MTR	565		COL 5 X COL 6
2.2	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for <b>SERVICE part</b> for Cranes comprising of unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site (As applicable) of crane(s) for project and package complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	998732	Lot	1		SUM OF S.No.2.2.1,2.2.2 & 2.2.3
2.3	Total lumpsum firm price inclusive of all prevailing taxes, duties and other levies for <b>Mandatory spares</b> for Cranes comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee as per tender technical specification above, amendment & agreements till placement of order. (Price break up of mandatory spares is to be furnished as per Annexure- I).	8431 49 20	Lot	1	TOTAL PRICE FROM ANNEXURE-1	COL 5 X COL 6
2.4	Total lumpsum firm price inclusive of all prevailing taxes, duties and other levies for providing <b>OPERATION AND MAINTENANCE SERVICE</b> for Cranes including manpower, supervision, consumables etc. for operation & maintenance of crane for 24 crane-months per crane after commissioning for the total scope defined as per technical specification.	998732	Crane months	48		COL 5 X COL 6
<b>Note:</b>						
1) Bidder to note that BHEL reserves the rights to distribute total number of crane-months in two cranes at its discretion i.e. during execution number of crane-months for one crane may be more than 24 nos. and accordingly lesser number of crane-months for other crane. Further, if there is increase/decrease in number of crane-months over and above the quoted period, it shall be calculated based on prices quoted by bidder against S. no. 2.4 above. Bidder to note that payment for O&M service shall be made on monthly basis as per quoted unit rate.						
2) Bidder to note that there shall be no implication with reference to change of Lift upto (+/-) 500 mm as indicated in CCD.						
3) Any variation in length of DSL / gantry rail due to change in bay length will be adjusted based on unit rates arrived from 2.1.2, 2.1.3 and 2.2.2, 2.2.3 above.						
5) BOP to consider and suitably incorporate taxes, duties and other commercial aspects.						
6) Bidder to quote the Prices in 'figures' along with corresponding 'words'.						
<b>Particulars of bidder / authorised representative</b>						
Name	Designation	Signature		Date	Company Seal	

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SUGGESTIVE PRICE FORMAT ANNEXURE-I LIST OF MANDATORY SPARES		Doc No:	PE-PF-497-501-A501
		Rev No:	0
		Date of issue	26.12.2022
<b>NAME OF PROJECT: 2x660MW TALCHER TPP STAGE-III</b>			
<b>NAME OF PACKAGE: DOUBLE GIRDER EOT CRANES (&gt;100T CAPACITY)</b>			
<b>TECHNICAL SPECIFICATION: PE-TS-497-501-A501</b>			
S. NO.	ITEM DESCRIPTION	QUANTITY	AMOUNT (Ex-Works)
1.1	<b>Mechanical: Main TG Hall</b>		
(a)	Bearings for long travel wheels	1 Set (Requirement for one Crane)	
(b)	Bearings for cross travel wheels	1 Set (Requirement for one Crane)	
(c)	Bearings for Gear Boxes for each type of Hoist & travel (Main and aux hoist (if applicable), LT and CT travel))	1 Set (Requirement for one Crane)	
(d)	Brake Liner for all the brakes (main and aux hoist, LT and CT travel))	2 Sets (Requirement for two Crane)	
(e)	Hydraulic thruster for all Brakes (Main and aux hoist, CT and LT travel)	1 Set (Requirement for one Crane)	
(f)	Oil Seals (both main and aux hoist, CT and LT)	2 Sets (Requirement for two Crane)	
(g)	Brake springs for all brakes (both main and aux hoist, LT and CT travel)	1 Set (Requirement for one Crane)	
(h)	Wire Rope for Aux. Hook	1 No	
(i)	Wire Rope for Main Hook	1 No	
1.2	<b>Electrical:</b>		
i)	Solenoid Coils for Brakes	2 sets	
ii)	MCBs/MCCBS/Fuse links for the whole crane	1 set	
iii)	Contactors and overload Relays for Motors of the EOT	1 set of each type, size & rating	
iv)	Timers of each type, size & rating	1 set	
v)	Limit Switches for		
a	Main Hoist	1 set	
b	Aux. Hoist	1 set	
c	Cross Travel	1 set	
d	Long Travel	1 set	
vi)	Master Controller for Aux. Hoist	1 set each	
vii)	Drive for MH, AH, CT&LT	1 no. of each type& rating	
<b>TOTAL</b>			
<b>NOTES</b>			
1 Any variation in quantity of items during detail engineering shall be adjusted based on prices quoted above against each item.			
2 For other notes, please refer annexure-II of Technical specification.			
<b>Particulars of bidder / authorised representative</b>			
Name	Designation	Signature & company seal	

**1236350/2023/PS-BEM-MAX**  
**PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY AND MANDATORY SPARES FOR**  
**DOUBLE GIRDER EOT CRANES ABOVE 100T PACAKGE FOR 2x660MW TALCHER TPP**  
**STAGE-III**

(1) The price adjustment formula is defined for price components related to Main Supply including commissioning spares and Mandatory spares.

(2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \times \{F + a \times (0.8 \times A_1 / A_0 + 0.2 \times B_1 / B_0) + L_b \times L_1 / L_0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA.

(i) 'F' shall be fixed portion of the Ex-Works supply price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient of major materials/ items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.

(iii) 'A' shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin, Sl.no. 1.3.14, Base: 2011-12 = 100

(iv) 'B' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin, Sl.no. 1.3.17, Base: 2011-12 = 100

(v) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.

(vi) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vii) For the indices,

Subscript '0' refers to indices of the Base Month.

Subscript '1' refers to indices of the month before the month in which delivery is made. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: [https://rbi.org.in/Scripts/BS\\_ViewBulletin.aspx?Id=20964](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964)

Note:

1) Prices shall remain firm till completion schedule as defined in LOA/s. Price adjustment as defined above, shall be applicable only beyond completion schedule as per LOA. Price adjustment shall be payable to vendor only if the delay is not attributable to the vendor. However, if the delay is attributable to vendor then the negative price adjustment (if applicable) shall be passed on to BHEL.

2) The price adjustment shall be limited to (+) 10% of Ex-Works Supply Price including commissioning spares, Mandatory spares.

**PRICE ADJUSTMENT FORMULA FOR ERECTION & COMMISSIONING ( E & C ) PORTION FOR DOUBLE GIRDER EOT CRANES ABOVE 100T PACKAGE FOR 2x660MW TALCHER TPP STAGE-III**

- (1) The price adjustment formula is defined for price components related to Erection & Commissioning.
- (2) The amount of price adjustment shall be computed as under:

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 \times \{F + L_b \times L_1 / L_0\}$$

Where

ER = Adjustment in E&C Prices (without taxes & duties).

ER1 = Adjusted Amount of E&C Prices (without taxes & duties).

ER0 = E&C Prices (without taxes & duties) as per LOA.

(i) 'F' shall be fixed component and shall be considered as 0.15.

(ii) 'L<sub>b</sub>' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.85

(vii) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(viii) For the indices,


Subscript '0' refers to indices of the Base Month.

Subscript '1' refers to indices of the current month. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: [https://rbi.org.in/Scripts/BS\\_ViewBulletin.aspx?Id=20964](https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964)

Note:

- 1) Prices shall remain firm till completion schedule as defined in LOA/s. Price adjustment as defined above, shall be applicable only beyond completion schedule as per LOA. Price adjustment shall be payable to vendor only if the delay is not attributable to the vendor. However, if the delay is attributable to vendor then the negative price adjustment (if applicable) shall be passed on to BHEL.
- 2) The price adjustment shall be limited to (+) 10% of E & C Prices (without taxes & duties).

	<p style="text-align: center;"><b>BHARAT HEAVY ELECTRICALS LIMITED (BHEL)</b></p>	<p style="text-align: center;"><b>GENERAL CONDITIONS OF CONTRACT GCC – BOP</b></p> <p style="text-align: center;"><b>Revision no. 00</b></p>	<p style="text-align: center;"><b>ANNEXURES</b></p>
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**ANNEXURE– VIII**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.


1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

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himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**Section 3 – Disqualification from tender process & exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.


**Section 4 – Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

**Section 5 – Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

**Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 –Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.


8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal  
(Office Seal)

**GUR  
U  
DAS**  
Digitally signed by GURU DAS  
DN: cn=GURU DAS, o=BHEL, ou=GENERAL MANAGER, email=gurdas@bhel.co.in, c=IN

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For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_