



**BHARAT HEAVY ELECTRICALS LIMITED** भारत हैवी इलेक्ट्रिकल्स लिमिटेड  
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)  
**PROJECT ENGINEERING MANAGEMENT** परियोजना अभियांत्रिकी प्रबंधन

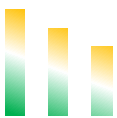
**निविदा आमंत्रण सूचना**  
**NOTICE INVITING TENDER (NIT)**

Enquiry No- 77/26/6034/SAN

Date: 11-May-26

**BHEL invites offers from reputed Suppliers as per following terms and conditions -**

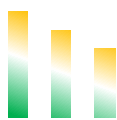
1. Tender Type	<b>Open Tender (Domestic-Indian)</b>		
2. Package	<b>Double Girder EOT Crane above 100T</b>		
3. Project	<b>4x225 MW Arun-3 Hydro Electric Project</b>		
4. Executing Agency	<b>BHEL-PSNR</b>		
5. End Customer	<b>SJVN Limited</b>		
6. Mode of Enquiry	<b>E - PROCUREMENT</b>		
7. Numbers of Part bid	<b>2-Part bid (Techno-commercial and Price bid)</b>		
8. Due Date & Time	For offer submission	<b>18-May-26</b>	<b>12:00 PM</b>
	For P-1 bid opening	<b>18-May-26</b>	<b>04:00 PM</b>
9. Earnest Money Deposit (EMD)	Not Applicable		
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII (Refer S.no- 31 for details)	<b>Nature of Package: Non - Divisible</b> <b>Only Class I Supplier (with local content 60% and above)</b>		
12. Technical Scope	As per Technical specification No: PE-TS-437-501-A001A Rev 00		
13. Pre-bid Clarification	Last Date for Seeking Clarification	<b>NA</b>	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 03 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
14. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.		
15. Prequalification Requirements	Financial PQR- Not Applicable	Technical PQR- YES	
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.		
16. CIF Content	Not Available		





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17. Mode of Price Finalisation	<p>BHEL shall be resorting to <b>Reverse Auction (RA)</b> (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender.</p> <p>RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>In case of single qualified bid, price bid of single qualified bidder shall be opened.</p>
18. Taxes & Duties	<p>Bidders to note the following-</p> <p>a) Applicable custom duties will be levied at Indo Nepal customs, which will not be 1% concessional custom duty.</p> <p>b) For transportation, insurance, unloading in Nepal, 13% VAT will be levied, as per Nepal customs.</p> <p>c) GST will not be applicable in India, since it will be considered a zero-rated supply.</p>
19. Delivery Schedule	<p>Main Supply: 10 weeks from the date of LOA.</p> <p>Supervision Services: Personnel shall be deputed within 15 days of intimation.</p>
20. Delivery terms	<p>Delivery term for LOA/PO shall be DDP (Delivered Duty Paid at BHEL Arun-3 Site).</p> <p><b>Destination/Consignee: Arun-3 Project Site</b></p> <p>Engineer-in-Charge SAPDC, Arun-3 HEP BHEL Site Store, Ahale Village Project Road, Ward No. 5, Diding Dist.-Sankhuwasabha, Nepal.</p> <p>Bidder shall be required to furnish the detailed price break up showing Ex-Works Prices, Taxes &amp; Custom Duties and Freight Component Separately after price bid opening/RA.</p>
21. Payment Terms	<p>Main Supply: As per clause no-9.1.1 of GCTC of GCC Rev-07 along with Corrigendum-01, 02 &amp; 03 to GCC Rev-07.</p> <p>Supervision Services: As per clause no-9.5 of GCTC of GCC Rev-07 along with Corrigendum-01, 02 &amp; 03 to GCC Rev-07.</p>
22. Liquidated Damages	<p>LD shall be as per Corrigendum-03 to GCC Rev-07. However, date of receipt of material at Arun-3 Project site shall be considered as delivery of the package for the purpose of LD.</p>
23. Price Basis	<p>Prices shall be firm, PVC not applicable</p>
24. Variation of contract value	<p>+/-10%</p>
25. Integrity Pact Applicability	<p>Not Applicable</p>
26. Tender Evaluation	<p><b>Bidders shall be asked to quote Total Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price. Evaluation will be done on overall L1 (Total Cost to BHEL at Delivered Duty Paid at BHEL Arun-3 Site) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.</b></p> <p>In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering</p>





shall be done after de-loading the commercial/ technical loading from bidder's final price.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

27. **Performance Security:** Successful bidder is required to submit Performance Security to BHEL-PSNR as below within 14 days from the date of LOA:

- i. Initially 10% of the contract value (total Ex-works price). 5% of the contract value will be released after completion main supply based on certification by Project Group/Purchaser. However, 5% of the contract value will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

OR

- ii. 5% of the contract value (total Ex-works price). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of main supply based on certification by Project Group/Purchaser. However, 5% of the contract value will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

**Validity of PS:** As per GCC Rev-07, Validity mentioned in clause 11.4 of GCC Rev-07 shall be applicable for all allowed instruments of performance security.

**Modes of deposit:** Performance security may be furnished in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- e) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Notes/Remarks

- a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

The Performance Security shall not carry any interest.



28. **Breach of contract, Remedies and Termination** - Clause no. 27.0 of GCTC of GCC Rev-07 is not applicable. However, in case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

- i. Encashment of security instruments like EMD, Security Deposit with BHEL -PSNR against the said contract.
- ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PSNR.
- iii. balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.

(iv) If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

29. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.

All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

30. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

31. **Make in India: Make in India:** For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-I Local Suppliers** shall be considered.

**Bidders are required to provide the following along with the part-1 bid:**

- i. Provide a certificate (as per format available in NIT) giving the percentage of local content.
- ii. Provide the details of the location(s) at which the local value addition shall be made.

32. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

- a) Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- b) Techno-Commercial acceptance of offer by BHEL-PEM.

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at [www.pem.bhel.com](http://www.pem.bhel.com) - Supplier Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

33. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) & BHEL-PEM website ([www.pem.bhel.com](http://www.pem.bhel.com)) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

34. Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company:

*Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:*



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- *First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.*
- *Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.*

35. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

36. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components

37. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

38. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

39. All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

40. At Sl.no. 17 of ITB of GCC Rev-07, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

41. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder

42. Conciliation & Arbitration shall be as per **Annexure-A** to NIT.

43. Terms & Conditions: - The terms & conditions shall be as per General Conditions of Contract (GCC) Rev 07 along with its Corrigendum-01, Corrigendum-02 & Corrigendum-03 (available on <https://pem.bhel.com>) and other Terms and Conditions included in this Enquiry Letter.

**Bidders to agree with all the clauses of General Conditions of Contract (GCC) Rev 07 along with its Corrigendum-01, Corrigendum-02 & Corrigendum-03 and other Terms and Conditions included in this Enquiry Letter.**

44. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

45. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

**Following documents need to be uploaded:**

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQRs
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Mandatory declaration by MSE bidders



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- **Mandatory declaration by bidders regarding conflict of interest**
- **Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>**

46. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

47. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

**Sanjeev Kumar /Engineer-BOP**  
**M/s Bharat Heavy Electricals Ltd.,**  
Project Engineering Management,  
BHEL Sadan,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-mail: Sanjeev\_k@bhel.in  
Contact No.: 0120-2218522

**Upendra Chaudhary/DGM – BOP**  
**M/s Bharat Heavy Electricals Ltd.,**  
Project Engineering Management,  
BHEL Sadan  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-mail: upendrachaudhary@bhel.in  
Contact No.: 0120-2218557

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

Sanjeev Kumar  
Engineer/ BOP/ PEM Noida

Enclosures:

1. Technical PQR
2. Technical Specification
3. Annexure-A for Conciliation & Arbitration
4. Abridged version of applicable RA guidelines

<b>NAME OF PROJECT:</b>		4x225 MW ARUN-3 HEP NEPAL				
<b>NAME OF PACKAGE:</b>		SUPPLY OF DAMAGED ITEMS & SUPERVISION SERVICES OF RESTORATION OF DOUBLE GIRDER EOT CRANES (250/50/10T)				
<b>TECHNICAL SPECIFICATION:</b>		PE-TS-437-501-A001A				
<b>ENQUIRY NO</b>						
				<b>Main Supply</b>		<b>Supervision Services</b>
<b>S. No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>Total Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)</b>	<b>Total Price of Supervision Services inclusive of Tax &amp; Duties, as applicable (INR)</b>	<b>Total Price of the Package (INR)</b>
1.0	Total lump sum firm price for <b>SUPPLY PART, SERVICE PART (SUPERVISION)</b> comprising of manufacture/procurement, assembly, inspection / testing at vendor's & sub-vendor's works, painting, fill of lubricants & consumables along with all accessories forwarding, proper packing, shipment and delivery, <b>supervision</b> of replacement of supplied items, demonstration of operation including tandem operation of EOT cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1			-
2.0	<b>MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE</b>					
2.1	Total lump sum firm price for <b>SUPPLY part</b> comprising of manufacture/procurement, assembly, inspection / testing at vendor's & sub-vendor's works, painting, fill of lubricants & consumables along with all accessories forwarding, proper packing, shipment and delivery for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up to be furnished at Annexure- I).	Nos	1	-		-
2.2	Total lump sum firm price for <b>SERVICE part</b> comprising of Supervision of replacement of supplied items, demonstration of operation including tandem operation of EOT Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up to be furnished at Annexure- II).	Lot	1		-	-

ANNEXURE-I: PRICE BREAKUP FOR SUPPLY PART						
NAME OF PROJECT:		4x225 MW ARUN-3 HEP NEPAL				
NAME OF PACKAGE:		SUPPLY OF DAMAGED ITEMS & SUPERVISION SERVICES OF RESTORATION OF DOUBLE GIRDER EOT CRANES (250/50/10T)				
TECHNICAL SPECIFICATION:		PE-TS-437-501-A001A				
S. No.	DESCRIPTION	QTY	UNIT	Unit Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)	Total Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)	
<b>BREAK-UP OF SI No 2.1 OF MAIN SHEET</b>						
<b>A</b>	<b>CRANE 1:-</b>					
1	VFD Altivar-71 (30kw - 40HP) 380/480v For LT Motion	1	no.		-	
2	Long Travel DBR (OHMS-14, 42 Amp)	1	no.		-	
3	MH - DC Brake	1	no.		-	
4	Long Travel All Thruster Brakes (All Thruster Brake Condition )	4	nos.		-	
5	Brake rectifier 400 V AC to a190 V DC	7	nos.		-	
6	CT Motor Thruster Brake	1	nos.		-	
7	MH, AH, Monorail MH Motion Encoders, connector & adapter	3	nos.		-	
8	Gravity Limit Switch (MH, AH & Monorail MH)	3	nos.		-	
9	Main Hoist and AH Load Cell Completed set, Load cell Pin, Load cell controller & Remote Display	1	set		-	
10	Monorail Main Hoist Motor 190V DC Disc Brake	1	no.		-	
11	Monorail CT Motor 190V DC Disc Brake	1	no.		-	
12	All Panels Heaters & thermostat as per Design	6	nos.		-	
13	Monorail CT Master Control (Volts -500, Amps- 40/10, C/S-50 Steps-4, Cams-6	1	no.		-	
14	Main Hoist Thruster Brake	1	no.		-	
15	AH Thruster Brake	1	no.		-	
16	Encoder	6	nos.		-	
17	Long Travel Anti Collision Device with Reflector As per Design.	1	no.		-	
18	Cross Travel Limit Switch (TYPE-LS/1SH/2	2	nos.		-	
19	Long Travel Limit Switch (TYPE-LS/1SH/2	1	no.		-	
20	PLC Ethernet Switch	1	no.		-	
21	3 Position Selector Switch witch NO, NC	5	nos.		-	
22	Canopen	2	nos.		-	
23	Remote & Receiver complete set	1	no.		-	
24	Monorail Main Hoist Motor RPM-961, KW-6.5, HP- 8.6, A-15.20	1	no.		-	
25	Monorail Cross Travel Motor (RPM-900, Kw- 0.55, Hp- 0.75 Amps- 1.64	1	no.		-	
26	PLC Module on returnable basis	2	nos.		-	
27	Essential Power Output DC 24V 120W	1	no.		-	
28	All Panels MCCB Handles	10	nos.		-	
29	Main Hoist Rotary Limit Switch	1	no.		-	
30	AH Rotary Limit Switch	1	no.		-	

S. No.	DESCRIPTION	QTY	UNIT	Unit Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)	Total Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)
31	Monorail Cross Travel Limit Switch (TYPE- LS/1SH/2	1	no.		-
32	Monorail Main Hoist Rotary Limit Switch	1	no.		-
<b>B</b>	<b>CRANE 2:-</b>				
1	Long Travel All Thruster Brakes	4	nos.		-
2	CT Thruster Brakes	2	nos.		-
3	MH, AH, Monorail MH Motion Encoders, connector & adapter	4	nos.		-
4	Gravity Limit Switch (MH, AH & Monorail MH)	3	nos.		-
5	Main Hoist And AH Load Cell Completed set, Load cell Pin, Load cell controller & Remote Display	1	set		-
6	Remote & Receiver complete set	1	set		-
7	Monorail CT Motor 190V DC Disc Brake	1	no.		-
8	Panels Heaters & thermostat As per Design	7	nos.		-
9	Main Hoist Rotary Limit Switch	1	no.		-
10	Bearing for LT wheel as per the design	8	nos.		-
11	AH Rotary Limit Switch	1	no.		-
12	Long Travel Master Control ( Volts -500, Amps40/10, C/S-50 Steps-4, Cams-6	1	set		-
13	Main Hoist Thruster Brake	1	no.		-
14	AH Thruster Brake	1	no.		-
15	Long Travel Anti Collision Device With Reflector As per Design.	1	no.		-
16	Cross Travel Limit Switch (TYPE-LS/1SH/2	2	nos.		-
17	Long Travel Limit Switch (TYPE-LS/1SH/2	1	no.		-
18	Monorail Cross Travel Limit Switch (TYPE-LS/1SH/2	1	no.		-
19	Monorail Main Hoist Rotary Limit Switch	1	no.		-
20	PLC Ethernet Switch	1	no.		-
21	3 Position Selector Switch witch NO, NC	5	nos.		-
22	Canopen module	2	nos.		-
23	Essential Power Output DC 24V 120W	1	no.		-
24	PLC Penal Relay with Base 24V DC 8pin	4	nos.		-
25	Monorail Cross Travel Motor (RPM-900, Kw-0.55, Hp- 0.75 Amps- 1.64	1	no.		-
26	All Panels MCCB Handles	10	nos.		-
27	Long travel Motor (Rpm-961, Kw-6.5, HP-8.6, A- 15.20	1	no.		-
28	PP Panel Change over Switch as per design	1	no.		-

S. No.	DESCRIPTION	QTY	UNIT	Unit Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)	Total Delivered Duty Paid (DDP) at BHEL Arun-3 Site Price (INR)
<b>C</b>	<b>Common for both cranes</b>				
1	PLC Ethernet Cable	30	mtrs		-
2	Touch up paint: Polyurethane	80	ltr		-
3	Cadmium compound for wire ropes	25	kg		-
<b>GRAND TOTAL : Total price for SUPPLY (Sum of A.1 to 32 + B.1 to 28 and C.1 to 3)</b>					-
Note:					
1) Any variation in quantity of items shall be adjusted based on prices quoted above against each item.					

ANNEXURE II: PRICE BREAKUP FOR SERVICE PART (SUPERVISION OF REPLACEMENT OF SUPPLIED ITEMS, DEMONSTRATION OF OPERATION INCLUDING TANDEM OPERATION FOR EOT CRANES AT SITE)					
NAME OF PROJECT:		4x225 MW ARUN-3 HEP NEPAL			
NAME OF PACKAGE:		SUPPLY OF DAMAGED ITEMS & SUPERVISION SERVICES OF RESTORATION OF DOUBLE GIRDER EOT CRANES			
TECHNICAL SPECIFICATION:		PE-TS-437-501-A001A			
S. No.	Description	Unit	Qty	Unit Price inclusive of Tax & Duties, as applicable (INR)	Total Price inclusive of Tax & Duties, as applicable (INR)
<b>BREAK-UP OF SI No 2.2 OF MAIN SHEET</b>					
1	Total lump sum prices for <b>VISIT</b> (should include travel expenses to/ fro site, visa/insurance (if applicable), intermediary stay) for Supervision of replacement of supplied items, demonstration of operation including tandem operation of EOT Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Nos.	3		-
2	Total lump sum prices for <b>SUPERVISION</b> (in days) of Supervision of replacement of supplied items, demonstration of operation (including tandem operation) and any other site requirement (if required) for EOT Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	days	12		-
3	Total of 1 to 2				-
<p>Note:</p> <p>1. No. of days at site defined at S.N. 2.2 above shall be calculated on the basis of presence at site (travel time is excluded).</p> <p>2. No. of Visits and Days for supervision may vary depending on site requirement. Any variation in no. of visits &amp; no. of days shall be exercised based on unit rate arrived from S.N. 2.1 &amp; 2.2 above respectively.</p> <p>3. Payment shall be made on pro-rata basis.</p>					

## Annexure-A to NIT

### CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

### ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. "**India International Arbitration Centre (IIAC) Delhi**" for PSNR & PSEER / "**Mumbai Centre for International Arbitration (MCIA), Mumbai**" for PSWR / "**Nani Palkhivala Arbitration Centre (NPAC) Chennai**" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.