



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT, NOIDA**

Bidders to note the following Additional Terms and Conditions for subject tender-

1. Tender Type	<b>Open Tender (Domestic-Indian)</b>	
2. Package	<b>DOUBLE GIRDER EOT CRANES UPTO 100T CAPACITY</b>	
3. Project	<b>3X40 MW RAMMAM STAGE-III HYDRO ELECTRIC PROJECT</b>	
4. End Customer	<b>NTPC</b>	
5. Executing Agency	<b>BHEL-PSER</b>	
6. Nature of Package (Divisible/Non-Divisible)	<b>Non-Divisible</b>	
7. Technical Scope	As per Technical specification No: PE-TS-414-501-A002 REV 00	
8. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
9. PVC	APPLICABLE (Refer Enclosed PVC Annexure)	
10. CIF APPLICABLE	NO	
11. QUANTITY VARIATION	AS PER GCC (+/-10%)	
12. REVERSE AUCTION	YES – BID TO RA H1 ELIMINATION	
13. CUSTOMER APPROVAL REQUIRED	YES	
14. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
15. HSE Guideline	Applicable	
16. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
17. Delivery terms for Supply portion	FOR Despatch Station	
18. Bid Security/ Earnest Money Deposit (EMD)	<p><b>EMD is applicable. EMD amount shall be Rs. 2.5 Lakh.</b></p> <p>EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><b>Modes of deposit</b></p> <p>The EMD may be accepted only in the following forms:</p> <p>i) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>BHEL-PEM account details are as follows:</p> <p>Bank name, State Bank of India Account No: 39922687394 IFSC: SBIN0017313 BRANCH-CAG II NEW DELHI</p> <p>ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).</p>	



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	<p>iii) Fixed Deposit Receipt (FDR)  iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)  v) Insurance Surety Bonds.</p> <p><b>Validity period of EMD</b></p> <p>The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p>EMD shall not carry any interest</p> <p><b>Forfeiture of EMD</b></p> <p>I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on <a href="http://www.bhel.com">www.bhel.com</a>)" and forfeited/ released based on the action as determined under these guidelines.</p> <p><b>Return of EMD</b></p> <p>I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.</p> <p>II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p>
19. Performance Security (PS)	<p>I. Initially 10% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Project Group/Purchaser  OR</p> <p>II. 5% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in</p>



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case of outside GeM POs excluding PVC). 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

#### **Validity of PS**

Initial validity of performance security shall be 26 months from LOA date (Considering delivery period of 6 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0). Further, extension if any shall be as per GeM Terms.

Performance Security shall cover the guarantee period valid upto 2 years after load test of EOT Crane.

Further, extension if any shall be as per GeM Terms.

#### **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 is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all



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	<p>contractual obligations of the supplier, including warranty obligations.</p> <p><b>Remarks for PS</b></p> <p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>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.</p> <p>The Performance Security shall not carry any interest.</p>
20. Breach of contract, Remedies and Termination	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(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 Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk &amp; 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.</p>
21. Integrity Pact Applicability -	NO
22. Bidders can to download detailed technical specification number- PE-TS-414-501-A002 REV 00 at <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> and <a href="http://www.bhel.com">www.bhel.com</a>	
23. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.	



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"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 is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 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."

This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. **For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.**

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

- Provide a certificate (in line with attached draft) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

24. Please furnish land border certificate as per enclosed format duly signed and stamped by Director or Company Secretary or authorised person by Board of the Company.

25. In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)

Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)

Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

26. Delivery Schedule shall be as follows-

- Main Supply (along with commissioning spares) – 06 (Six) Months from the date of LOA
- Mandatory Spares - 09 (Nine) Months from the data of LOA.
- E&C - Within 02 (Two) months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.

For PVC calculation, contractual period for E&C shall be considered as **08** months from the date of LOA.

Note: Above delivery conditions are to be complied by bidder strictly.

Delivery on GeM portal shall be selected as 999 days. Same shall be indicative to suffice the GeM portal requirement.

#### 27. Payment Terms –

##### Main Supply –

i) Payment of 80% of basic price of materials supplied, as per approved billing schedule, along with 100% freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis.

ii). 10% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser.

ii). 10% of basic price of materials supplied shall be released against completion of successful completion of Load Test.

**Mandatory Spares-** As per clause no. 9.1.1 of GCTC of GCC BOP

**E&C -** As per clause no. 9.3 of GCTC of GCC BOP

Provision of offline payment in GeM shall be utilized.



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28. **Guarantee Period** - Guarantee shall be as per clause no -12.0 of GCTC of GCC BOP Rev-00 except clause no-12.1 2<sup>nd</sup> paragraph shall be read as

Guarantee period for packages (excluding mandatory spares) shall be 24 calendar months from the date of load test of EOT Crane

29. Evaluation Criteria - Total Package Price (including freight and taxes)

Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in price format uploaded in GeM.

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

30. In case of single qualified bid, price bid of single qualified bidder shall be opened.

31. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Purchase Order/ Work Order/ Framework Agreement
- ii. Purchase Order/ Work Order/ Framework Agreement
- iii. Letter of intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
- v. The final set of deviations acceptable to purchaser with loading as specified in relevant section.
- vi. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vii. Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (vii) to (ix) below
- viii. Technical specifications
- ix. Special Conditions of Contract (SCC)
- x. GeM GTC latest version applicable as on enquiry date.

#### Bidders to note the following Additional Terms and Conditions for subject tender-

1. Insurance Deductibles - Following insurance deductible(s) to be considered by bidders:

1. For storage/ erection & Testing cover: 5% of the claim amount subject to min. as below:

Normal period-INR 1,50,000, Testing period: INR 4,50,000 in respect of each & every loss

2. Deductibles for AOG perils is 10% of the claim amount subject to min. of testing period excess with an upper limit of INR 5Cr.

3. Marine 0.25% of consignment value subject to min. of INR 20,000.

Extended Maintenance Cover/ Defect Liability Cover: As applicable for testing period excess.



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Third Party Liability: The policy excesses (normal/testing periods) shall apply for third party liability property damage claims also. For third party liability claims arising out of acts of GOD perils. The excess applicable to AOG claims shall apply.

"The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price".

2. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:
  - i. 90 days for non MSME as per MSMED Act
  - ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
  - iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:

1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
  2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.
3. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:
    - a. Qualifying Technical & Financial Pre-Qualification Requirement.
    - b. Techno-commercial acceptance of offer by BHEL-PEM.
    - c. Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential along with their technical bid.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at [www.pem.bhel.com](http://www.pem.bhel.com) -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

4. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:





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1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

5. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should 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 found not available, Purchaser has right to reject such document from evaluation.
6. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
7. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package”
8. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
9. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular 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






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10. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common;' or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/foreign agent on behalf of only one principal,'or
  - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
11. Bidder to quote non-zero freight %.
12. "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."
- 13. Bidder to agree with all the clauses except (clause no-6.0 to 9.0, 13.0, 15.0 & 25.0 of ITB of GCC-BOP, 11.0 & 27.0 of GCTC of GCC-BOP) of GCC BOP (available on [www.pem.bhel.com](http://www.pem.bhel.com)) & SCC Rev-01 of the project.**
14. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

**Sanjeev Kumar/Dy. Engineer– BOP**  
M/s Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-MAIL: [sanjeev\\_k@bhel.in](mailto:sanjeev_k@bhel.in)  
Ph. No. 9958175655

**Sumeet Sahay/MGR-BOP**  
M/s Bharat Heavy Electricals Ltd.,  
Project Engineering Management,  
Power Project Engineering Institute,  
HRD & ESI Complex,  
Plot No 25, Sector-16 A, Noida-201301  
E-MAIL: [sumeetsahay@bhel.in](mailto:sumeetsahay@bhel.in)  
Ph. No. 09999498202

	<b>TECHNICAL SPECIFICATION</b> <b>RAMMAM STAGE-III HYDRO ELECTRIC</b> <b>PROJECT (3 X 40 MW)</b> <b>DOUBLE GIRDER EOT CRANE FOR BUTTERFLY</b> <b>VALVE HOUSE (50/10/5 T)</b>	<b>PE-TS-414-501-A002</b>
		<b>Rev. No. 00</b>
		<b>Date: 08.02.2024</b>

### **PRE QUALIFICATION REQUIREMENT (TECHNICAL)**

1	The Bidder should have designed, manufactured & supplied at least One (1) no. crane of capacity 30T or more with minimum crane span of 10 meters, which is in successful operation in power plant/other industrial application for a minimum period of one (1) year. Supplier should have testing facility/ capability of testing maximum capacity crane required for the tender.
2	The Bidder has to submit following supporting documents meeting above mentioned pre-qualifying requirement- Copy of minimum one (1) performance certificate (in English/Hindi) from end user specifying that the product/equipment is running successfully for one (1) year from date of commissioning meeting the minimum pre-qualifying requirement along with copy of related Purchase Order (PO) or Letter of intent (LOI) or Letter of Award (LOA) or Work Order (WO). Bidder to furnish necessary documentation of testing facilities details along with relevant photograph for testing facilities as specified at sl.no.1.
3	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
4	Minimum one (1) no. Purchase order shall also be submitted which should not be more than seven (7) years old as on date of bid submission, for establishing continuity in business. This is over and above the requirement of PO/LOI/LOA/WO mentioned of PQR clause at S. No. 2.0 above.
5	Bidder to submit all supporting documents in English/Hindi. If documents submitted by bidder are in language other than English/Hindi, a self-attested English/Hindi translated document should also be submitted.
6	Notwithstanding anything stated above, the BHEL/Customer reserves the right to assess the capabilities and capacity of the Bidder/ its subcontractors to perform the contract, should the circumstances warrant such assessment in the overall interest of the BHEL/Customer.
7	Consideration of offer shall be subject to Customer's approval of bidders, if applicable.
8	After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.



## PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

NTPC 3 x 40 MW RAMMAM HEP

PACKAGE:

BFV EOT Crane

### CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover during the last Three Financial Years should not be less than	23,00,000.00
Rs.Twenty Three Lakh only	

#### Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for  $\leq 1$  Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for  $>1$  but  $\leq 2$  Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for  $>2$  but  $\leq 3$  Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

**PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY AND MANDATORY SPARES FOR DOUBLE GIRDER EOT CRANES UPTO 100T PACAKGE FOR NTPC RAMMAM STAGE-III HYDRO ELECTRIC PROJECT (3 X 40 MW)**

- (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) '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 0.3.

(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 UPTO 100T PACAKGE FOR NTPC RAMMAM STAGE-III  
HYDRO ELECTRIC PROJECT (3 X 40 MW)**

- (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).

PEM/PG-I BHEL, NOIDASPECIAL CONDITIONS OF CONTRACT (REV.-01)3X40 MW NTPC RAMMAM STAGE-3 HEP

These Conditions shall be read and construed along with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract (SCC) shall prevail over the general condition of the contract (GCC).

- |     |   |  |
|-----|---|--|
| 1.0 | <b>Project Name</b>   | 3 X 40 MW RAMMAM STAGE-3 HYDRO ELECTRIC PROJECT (HEP)  |
| 2.0 | <b>Consignee Address (Ship To)</b><br>(To be mentioned in<br>LR/RR/ Consignment Note) | Project Manager<br>Rammam Hydro Power Project<br>NTPC Ltd. Power House Site<br>Sajbotay, P.O- Kolbong<br>District Darjeeling<br>West Bengal 734201   |
| 3.0 | <b>Buyer's Name (Bill To) to be mentioned in Supplier's Invoice</b>                   | <p><b>For Supply Packages:</b> (Purchase order by BHEL-PEM):<br/>BHARAT HEAVY ELECTRICALS LIMITED<br/>POWER SECTOR - PROJECT ENGINEERING MANAGEMENT<br/>PPEI BUILDING, PLOT NO. 25, SECTOR-16A,<br/>NOIDA-201301 (UTTAR PRADESH)<br/>GSTIN NO. – 09AAACB4146P2ZC</p> <p><b>For Turnkey Packages:</b> (LOA by BHEL-PEM, PO by BHEL-PSER:<br/>Construction manager, BHEL Site office,<br/><b>3X40 MW NTPC RAMMAM HEP STAGE-3</b>, Dist. Darjeeling (West Bengal)</p> <p>BHEL RAMMAM SITE GSTIN No.- 19AAACB4146P1ZC</p>  |
| 4.0 | <b>Customer</b>   | NTPC   |
| 5.0 | <b>Project Consultant</b>   | NA   |
| 6.0 | <b>Mode of Dispatch &amp; Project Location Details</b>                                | <p>By Rail/Road on Door Delivery and freight Pre-Paid Basis.</p> <p>The NTPC RAMMAM Hydro Electric Project (3X40 MW) STAGE-III is located approx. 150 kms from Bagdogra/Siliguri in dist. Darjeeling. The Darjeeling town is 50 kms from the project. Rammam HEP-III is a run of river scheme across the Rammam river between the confluence of Lodhama Khola with Rammam to Rammam with river Rangit.</p> <p>Bagdogra is the nearest Airport and New Jalpaiguri is the nearest Broad Gauge railway station. The project site is connected by all-weather metalled road from Siliguri, the main city nearby and connected to all parts of the country.</p> |



**PEM/PG-I BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT (REV.-01)**  
**3X40 MW NTPC RAMMAM STAGE-3 HEP**



**A) Approach roads to Barrage site**

- i) Via Siliguri-Manebhanjan-Lodhama ( about 140 kms)
- ii) Via Siliguri-Kurseang-Bijanbari-Lodhama (about 130 kms)

**B) Approach road to Power House site**

- i) Via Siliguri-Melli-Jorthang( Naya Bazaar) ( about 120 kms)

- 7.0 **Clearance for Dispatch of materials** MDCC will be issued by BHEL.
- 8.0 **Road Permit/ Waybill Required** Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately on dispatch. In case of default, supplier shall be held responsible.
- 9.0 **Prior dispatch intimation to BHEL site Office and Underwriters** Yes  
 One set consisting of dispatch documents indicating the items dispatched (with the gross weight) and after informing the underwriter about the value of consignment to be sent to following:  
 a) BHEL Site Office  
 b) PG-I,BHEL- PEM, PPEI - Noida(U.P)  
 c) Insurance Co.  
 It is Supplier's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.
- 10.0 **Transit Insurance** By BHEL PSER Kolkata (Vendor to intimate the underwriters quoting the insurance Policy No. As below)
- 11.0 **Insurance details Policy No. Intimation to Underwriters** 5003004417P104903022-(SCE) / 5003002117P104903034 (MARINE)
- 12.0 **(a) BHEL GSTIN** **BHEL PEM GSTIN NO. – 09AAACB4146P2ZC (For Supply packages)**  
**BHEL RAMMAM SITE GSTIN No.- 19AAACB4146P1ZC (For Turnkey packages)**



(b) Customer GSTIN : GSTIN No. 19AAACN0255D1ZV

- 13.0 **Paying Authority** For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.  
For packages where PEM will issue only the LOA and Purchase Order shall be issued by PSER: BHEL Rammam Stage-3 site /PSER will be the paying Authority.
- 14.0 **Documents Required for** **Original + 2 Copies in hard plus 1 soft copy of all documents**  
(a) **claiming dispatch Payment** **As per latest General Commercial Terms & Conditions (GCC) of Project Engineering Management (PEM)**
- NOTE:-**
1. Customer or his representative will be involved for inspection as per approved Quality Plan.
  2. MDCC will be issued by BHEL in line with approved BBU.
  3. The supplier during inspection of Main supplies & Mandatory Spares by BHEL, CQS/ NTPC/ NTPC-Nominee shall obtain separate MDCC for Main Supplies & Separate MDCC for Mandatory Spares in line with the approved Billing Break Up.
- (b) **For Material Receipt Certificate(MRC) payment** **As per latest General Commercial Terms & Conditions (GCC) of Project Engineering Management (PEM)**  
Responsibility to obtain MRC from customer at site  
a) **For Turnkey Packages:- By Vendor**, where Supply/ Erection and commissioning is under Vendor's scope.
- 15.0 **Unloading at site** **By BHEL** site office for supply packages  
**By Supplier** for turnkey packages. (Scope consists of supply and Erection & Commissioning).
- 16.0 **Storage at site** **By BHEL** site office for supply packages  
**By Supplier** for turnkey packages. (Scope consists of supply and Erection & Commissioning).
- 17.0 **Movement of Material from stores to site and within Site** a) By BHEL site for Supply Packages  
b) By supplier for Turnkey Packages (Total Scope including Supply, Erection & Commissioning)  
No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

SPECIAL CONDITIONS OF CONTRACT (REV.-01)3X40 MW NTPC RAMMAM STAGE-3 HEP**18.0 Taxes and duties**

i) Non Mega project. Custom Duty benefits are not available for this project.

ii) GST- CGST/SGST/IGST: as per GCC as applicable for the specific Tender enquiry.

Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.

**19.0 Dispatch markings**

Each box shall be marked with Capital Letters in "Red" indicating : **Main Supply OR Commissioning spare OR Mandatory Spare for 3X 40 MW RAMMAM HYDRO ELECTRIC PROJECT (HEP) STAGE-3**

Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated) for purposes of identification.

Each and every box(package) shall be marked with following:-

- 1) Name and address of the Consignee
- 2) Package number Description of Works:
- 3) Vendor Name
- 4) PEM P.O reference no.
- 5) Item number (if applicable) Net and gross weight volume
- 6) Country of origin
- 7) Port of entry
- 8) Quantity per package
- 9) Type of Equipment: "E" - For equipment supply  
"T" - For Tools and Tackles  
"S" - For Mandatory Spares

Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", etc.

**IMPORTANT**

Two (02) copies of respective standard manufacturer's erection instruction /operation manual shall be kept in each package/container for immediate reference by BHEL site.

**NOTE:-**

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

05 copies + 05nos. of CD ROM of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PG) within 30 days of dispatch for handing over to Customer/BHEL site.

**20.0 Commissioning Spares**

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.

**21.0 Mandatory Spares**

The Mandatory spares shall be properly packed separately in separate boxes & boxes should be painted in red indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the NTPC approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s NTPC. One Copy of Packing List must be put inside the BOX along with Manufacturing drawing no. reference, Catalogue reference etc. Prior intimation to dispatch spares through same LR & clearance from BHEL is required to be taken.

**22.0 Warranty period**

Guarantee period shall be as per clause no.12.0 of GCC Rev-07 or as specified in NIT, whichever is later.

**23.0 Note for Turnkey Packages:-**

**Construction Power:** - To be arranged by supplier

**Construction Water:** - To be arranged by supplier

**24.0 Transport limitations**

The weight and dimensions of the packages for transportation to site shall be limited to the following:

i) Max weight of the package not to exceed 50 M.T.

Max size of the package not to exceed L=8500mm, W=3000 mm, and H=6000mm

	PREPARED BY	CHECKED BY	REVIEWED BY	APPROVED BY
NAME	TARUN ARYA	HASEEN AHMED	HASEEN AHMED	B.L.BEDI
DESIGNATION	DY. MANAGER	SR. MANAGER	SR. MANAGER	AGM&DH PGI&II
SIGNATURE				




## Annexure-I

Excerpts from Chapter VI for compliance of GST Invoice as per Rule 46  
TAX INVOICE, CREDIT AND DEBIT NOTES


46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-

- (a) name, address and Goods and Services Tax Identification Number of the supplier;
- (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
- (c) date of its issue;
- (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
- (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
- (g) Harmonised System of Nomenclature code for goods or services;
- (h) description of goods or services;
- (i) quantity in case of goods and unit or Unique Quantity Code thereof;
- (j) total value of supply of goods or services or both;
- (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
- (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
- (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
- (o) address of delivery where the same is different from the place of supply;
- (p) whether the tax is payable on reverse charge basis; and
- (q) signature or digital signature of the supplier or his authorized representative:


	<b>CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन</b> <b>SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</b>
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i.	<b>Item/Scope of Sub-contracting</b> उप-संविदा(अनुबंध) का मद/ दायरा			
ii.	<b>Address of the registered office</b> पंजीकृत कार्यालय का पता  	<b>Details of Contact Person</b> संपर्क व्यक्ति का विवरण  <b>(Name, Designation, Mobile, Email)</b> (नाम, पदनाम, मोबाइल, ईमेल)		
iii.	<b>Name and Address of the proposed Sub-vendor's works where item is being manufactured</b> प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है  	<b>Details of Contact Person:</b> संपर्क व्यक्ति का विवरण  <b>(Name, Designation, Mobile, Email)</b> (नाम, पदनाम, मोबाइल, ईमेल)		
iv.	<b>Annual Production Capacity for proposed item/scope of sub-contracting</b> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता			
v.	<b>Annual production for last 3 years for proposed item/scope of sub-contracting</b> उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन			
vi.	<b>Details of proposed works</b> प्रस्तावित कार्यों का विवरण			
1.	<b>Year of establishment of present works</b> वर्तमान फैक्टरी की स्थापना का वर्ष			
2.	<b>Year of commencement of manufacturing at above works</b> उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष			
3.	<b>Details of change in Works address in past (if any)</b> पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)			
4.	<b>Total Area</b> कुल क्षेत्र <b>Covered Area</b> शामिल क्षेत्र			
5.	<b>Factory Registration Certificate</b> फैक्टरी पंजीकरण प्रमाण पत्र	<b>Details attached at Annexure – F2.1</b> विवरण अनुलग्नक-एफ 2.1 पर संलग्न है		
6.	<b>Design/ Research &amp; development set-up</b> डिजाइन / अनुसंधान और विकास सेटअप <b>(No. of manpower, their qualification, machines &amp; tools employed etc.)</b> (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	<b>Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)</b> <b>Details attached at Annexure – F2.2</b> <b>(if applicable)</b> लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है) विवरण अनुलग्नक –एफ 2.2 पर संलग्न है। (यदि लागू हो)		
7.	<b>Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)</b> मैनपावर विवरण के साथ समग्र संगठन का चार्ट( डिजाइन / विनिर्माण / गुणवत्ता आदि )	<b>Details attached at Annexure – F2.3</b> विवरण अनुलग्नक – F2.3 में संलग्न है।		



	<b>CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन</b> <b>SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</b>
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8.	<b>After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.)</b> भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में( स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	<b>Applicable / Not applicable</b> लागू / लागू नहीं  <b>Details attached at Annexure – F2.4</b> विवरण अनुलग्नक -2.4 पर संलग्न है।			
9.	<b>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</b> फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	<b>Details attached at Annexure – F2.5</b> विवरण अनुलग्नक - F2.5में संलग्न है।			
10.	<b>Sources of Raw Material/Major Bought Out Item</b> कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	<b>Details attached at Annexure – F2.6</b> विवरण अनुलग्नक - F2.6में संलग्न है।			
11.	<b>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</b> कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	<b>Details attached at Annexure – F2.7</b> विवरण अनुलग्नक - F2.7 पर संलग्न है			
12.	<b>Manufacturing facilities (List of machines, special process facilities, material handling etc.)</b> विनिर्माण सुविधा(मशीनों की सूची, विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	<b>Details attached at Annexure – F2.8</b> विवरण अनुलग्नक - F2.8में संलग्न है।			
13.	<b>Testing facilities (List of testing equipment)</b> परीक्षण सुविधाएं( परीक्षण उपकरण की सूची )	<b>Details attached at Annexure – F2.9</b> विवरण अनुलग्नक – F2. 9 में संलग्न है।			
14.	<b>If manufacturing process involves fabrication then-</b> यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- <b>List of qualified Welders</b> पात्र वेल्डर की सूची <b>List of qualified NDT personnel with area of specialization</b> विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	<b>Applicable / Not applicable</b> लागू / लागू नहीं <b>Details attached at Annexure – F2.10</b> विवरण अनुलग्नक - F2.10में संलग्न है। <b>(if applicable)</b> लागू / लागू नहीं			
15.	<b>List of out-sourced manufacturing processes with Sub-Vendors' names &amp; addresses</b> सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	<b>Applicable / Not applicable</b> लागू / लागू नहीं  <b>Details attached at Annexure. –F2.11</b> विवरण अनुलग्नक - F2.10में संलग्न है। <b>(if applicable)</b> (यदि लागू हो)			
16.	<b>Supply reference list including recent supplies</b> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<b>Details attached at Annexure – F2.12</b> विवरण अनुलग्नक - F2.12 में संलग्न है। <b>(as per format given below)</b> ( नीचे दिए गए प्रारूप के अनुसार )			
<b>Project/ package</b> परियोजना /पैकेज	<b>Customer Name</b> ग्राहक का नाम	<b>Supplied Item (Type/Rating/Model /Capacity/Size etc)</b> आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	<b>PO ref no/date</b> पीओ संदर्भ सं. / तिथि	<b>Supplied Quantity</b> आपूर्ति की मात्रा	<b>Date of Supply</b> आपूर्ति की तारीख
17.	<b>Product satisfactory performance feedback letter/certificates/End User Feedback</b> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक			<b>Attached at annexure - F2.13</b> अनुलग्नक F2. 3पर संलग्न है	

	<b>CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्वासन</b> <b>SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली</b>
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18.	<b>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</b> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट: - रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <b>Note:- Reports need not to be submitted</b>	<b>Applicable / Not applicable</b> लागू / लागू नहीं  <b>Details attached at Annexure – F2.14</b> विवरण अनुलग्नक - F2.1 4 में संलग्न है <b>(if applicable)</b> (यदि लागू हो)
19.	<b>Statutory / mandatory certification for the proposed product</b> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण	<b>Applicable / Not applicable</b> लागू / लागू नहीं  <b>Details attached at Annexure – F2.15</b> <b>(if applicable)</b> (यदि लागू हो)
20.	<b>Copy of ISO 9001 certificate</b> आईएसओ 9001 प्रमाण पत्र की प्रति <b>(if available)</b> (यदि उपलब्ध हो)	<b>Attached at Annexure – F2.16</b> अनुलग्नक में संलग्न - F2.1 6 है
21.	<b>Product technical catalogues for proposed item (if available)</b> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)	<b>Details attached at Annexure – F2.17</b> विवरण अनुलग्नक - F2.1 7 में संलग्न है

<b>Name:</b>		<b>Desig:</b>		<b>Sign:</b>		<b>Date:</b>	
<b>नाम:</b>		<b>पद:</b>		<b>हस्ताक्षर:</b>		<b>तिथि:</b>	

**Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -**

**Letter head of CA/ Statutory auditor / Cost auditor**

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of ..... (package name) for.....(Project Name) offered by M/s .....(bidder's name) having its works/office at ..... has local content of .....%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and M/s ..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Details of the location(s) at which the local value addition-

Thanking You,

For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants

(name of Member)

(Membership no.)

(UDIN no.)

## **Letter head of Company**

Ref: .....

Date: .....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-.....

Name of Package: .....

Dear Sir,

We hereby certify that items of ..... (package name) for.....(Project Name) offered by M/s .....(bidder's name) having its works/office at ..... has local content of .....%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and M/s ..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Details of the location(s) at which the local value addition-

Thanking You,

Authorised Signatory

## To be given on Letter head of Bidder

Ref: .....

Date: .....

To,

Bharat Heavy Electricals Limited  
PEM, PPEI Building,  
Plot No 25, Sector -16A  
Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package: .....

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

## **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 \_\_\_\_\_ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Indian Penal Code (IPC) and Prevention of Corruption 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 shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and 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 , terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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.
- 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

#### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Sumeet Sahay

Digitally signed by Sumeet Sahay  
DN: cn=Sumeet Sahay, o=Bharat  
Heavy Electricals Ltd, ou=PS-PEM,  
email=sumeetsahay@bhel.in, c=IN  
Date: 2022.04.28 14:57:08 +05'30'

For & On behalf of the Principal  
(Office Seal)

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

Place-----

Date-----

SHARAD  
Witness:  
CHANDRA  
(Name & Address)

Digitally signed by SHARAD CHANDRA  
DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,  
PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,  
serialNumber=11589C5A863E220B8E485C3DC93201A2B152E342C,  
2.5.4.20=08616018023cc45670d9ff7d16d0b9021775267d5defc6e3d  
-----BEGIN-----  
sha1dnyym=B028948064F2C2291CB1001210178DCCE109E108A,  
serialNumber=11589C5A863E220B8E485C3DC93201A2B152E342C,  
98EC18B22C92E8F8, o=SHARAD CHANDRA  
-----END-----

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

Main Price Schedule

NAME OF THE BIDDER																
NAME OF PROJECT:		3X40 MW RAMMAM STAGE-III HYDRO ELECTRIC PROJECT														
NAME OF PACKAGE:		DOUBLE GIRDER EOT CRANES UPTO 100T CAPACITY														
TECHNICAL SPECIFICATION No:		PE-TS-414-501-A002														
				Supply			Service		Taxes							
S. No.	DESCRIPTION	UOM	QTY	Total Ex-Works (excluding GST) (INR)	Freight in %	Total Freight	Unit Price (INR)	Total Price (INR)	GST type	GST rate in %	GST amount in Rs.	Total Price Including Freight & GST (INR)				
1	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART, SERVICE PART & MANDATORY SPARES 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, site visit for material verification, assembly, erection & commissioning, trial run at site, carrying out performance guarantee/Functional/Demonstration tests at site , training of customer/client O&M staff & final handing over to end customer in flawless condition of crane for project package specified above complete with all accessories for the total scope defined as per BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order.	Lot	1									₹	-			
2	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.															
2.1	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY part 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 package specified above complete with all accessories for the total scope defined as per BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order. (Price break up to be furnished as per Annexure- I).	Lot	1	₹	-	₹	-	NA			₹	-	₹	-		
2.2	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SERVICE part comprising of unloading, site visit for material verification, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition for project package specified above complete with all accessories for the total scope defined as per BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order. (Price break up to be furnished as per Annexure- II).	Lot	1	NA			₹	-	₹	-			₹	-	₹	-
2.3	Total lumpsum firm price inclusive of all prevailing taxes, duties and other levies for Mandatory spares 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 BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order. (Price break up to be furnished as per Annexure- III).	Lot	1	₹	-	₹	-	NA					₹	-	₹	-

Note:  
1) Bidder to note that there shall be no implication for change of span &/or lift upto (+/-) 500 mm.  
2) PG to incorporate taxes, duties and other commercial aspects.

ANNEXURE - I : PRICE BREAKUP FOR SUPPLY PART					
NAME OF PROJECT:			3X40 MW RAMMAM STAGE-III HYDRO ELECTRIC PROJECT		
NAME OF PACKAGE:			DOUBLE GIRDER EOT CRANES UPTO 100T CAPACITY		
TECHNICAL SPECIFICATION No:			PE-TS-414-501-A002		
	ITEM DESCRIPTION	QTY.	UOM	SUPPLY	
				Unit Ex-Works Price (INR)	Total Ex-Works Price (INR)
A.0	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY part 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, spares for erection, startup and commissioning as required, , forwarding, proper packing, shipment and delivery at site of One (1) no. 50/10T capacity x 8.3m span, 9m lift of Main hook , 9.5m lift of Aux. hook , Double Girder EOT crane for Butterfly valve (BFV) house with One (1) no. 5T capacity x 8m lift wire rope electric hoist running on ISMB below one bridge girder, PVC shrouded conductor bus bar type DSL, gantry rail ,end stoppers & sole plates for 13.7m baylength complete with all accessories including all consumables like welding electrodes, oil , grease, paints etc alongwith Five (5) pairs of wire rope slings for project package specified above for the total scope defined as per BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order.	1	no.		₹ -
1.0	MAJOR BREAK-UP OF PRICES GIVEN IN A.0 ABOVE				
a)	Total lumpsum firm price for 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, spares for erection, startup and commissioning as required, , forwarding, proper packing, shipment and delivery at site of One (1) no. 50/10T capacity x 8.3 m span, 9m lift of Main hook , 9.5m lift of Aux. hook , Double Girder EOT crane for BFV house with one (1) no. 5T capacity x 8 m lift wire rope electric hoist running on ISMB below one bridge girder complete with all accessories.	1	no.		₹ -
b)	Total lumpsum firm price for 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, forwarding, proper packing, shipment and delivery at site of PVC shrouded conductor bus bar type DSL for 13.7 M bay length complete with all accessories.	1	set		₹ -
c)	Total lumpsum firm price for 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, forwarding, proper packing, shipment and delivery at site of Gantry rail along with alignment blocks, clamps etc for 13.7 M bay length complete with all accessories.	1	set		₹ -
d)	Total lumpsum firm price for 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,forwarding, proper packing, shipment and delivery at site of Sole plate for Gantry rail & end stoppers with accessories of DSL fixing for 13.7 M bay length.	1	set		₹ -
e)	Total lump sum firm price for 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, forwarding, proper packing, shipment and delivery at site of 3.5 Core Power copper flexible cable 25m long of suitable size as per load calculation for commissioning & testing of EOT Crane till charging of complete DSL	1	set		₹ -
f)	Lump sum firm price for 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, forwarding, proper packing, shipment and delivery at site of Five (5) pair of slings consisting of 5T, 10T, 20T, 30T & 50T capacity & each of 10 meter length along with suitable storage rack/s.	1	lot		₹ -
g)	Lump sum firm price for 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, forwarding, proper packing, shipment and delivery at site of One (1) Set of Maintenance tools and tackles.	1	set		₹ -
Total					₹ -
Note: 1) Bidder to note that there shall be no implicationfor change of span &/ or lift upto (+/-) 500 mm. 2) PG to incorporate taxes, duties and other commercial aspects. 3) Bidder to quote the Prices in 'figures' along with corresponding 'words'. 4) Any variation in length of DSL/Rail due to change in bay length will be adjusted based on unit rates arrived from 1.0 (b) & 1.0(c) above					

ANNEXURE - II : PRICE BREAKUP FOR SERVICE PART					
NAME OF PROJECT:			3X40 MW RAMMAM STAGE-III HYDRO ELECTRIC PROJECT		
NAME OF PACKAGE:			DOUBLE GIRDER EOT CRANES UPTO 100T CAPACITY		
TECHNICAL SPECIFICATION No:			PE-TS-414-501-A002		
	ITEM DESCRIPTION	QTY.	UOM	SERVICE	
				Unit Ex-Works Price (INR)	Total Ex-Works Price (INR)
A.0	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for <b>SERVICE</b> part comprising of unloading, site visit for material verification, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition of One (1) no. 50/10T capacity x 8.3m span, 9m lift of Main hook , 9.5m lift of Aux. hook , Double Girder EOT crane for Butterfly valve (BFV) house with One (1) no. 5T capacity x 8m lift wire rope electric hoist running on ISMB below one bridge girder, PVC shrouded conductor bus bar type DSL, gantry rail and end stopper along with sole plates for 13.7m baylength complete with all accessories for project package specified above for the total scope defined as per BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order.	1	Lot		₹ -
1.0	MAJOR BREAK-UP OF PRICES GIVEN IN A.0 ABOVE				
a)	Total lumpsum firm price for unloading, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition for <b>One (1) no. 50/10T capacity x 8.3 m span, 9m lift of Main hook , 9.5m lift of Aux. hook , Double Girder EOT crane for BFV house with one (1) no. 5T capacity x 8 m lift wire rope electric hoist running on ISMB below one bridge girder</b> along with all other accessories.	1	no.		₹ -
b)	Total lumpsum firm price for unloading, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition of <b>PVC shrouded conductor bus bar type DSL for 13.7 M bay</b> length complete with all accessories .	1	set		₹ -
c)	Total lumpsum firm price for unloading, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition of <b>Gantry rail along with alignment blocks, clamps etc for 13.7 M bay length</b> complete with all accessories.	1	set		₹ -
d)	Total lumpsum firm price for unloading, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition of <b>Sole plate for Gantry rail &amp; end stoppers with accessories of DSL fixing for 13.7 M bay length</b> .	1	set		₹ -
e)	Lump sum price for unloading, assembly, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff & final handing over to end customer in flawless condition of <b>3.5 Core Copper flexible cable 25 m long</b> of suitable size as per load calculation for commissioning & testing of EOT Crane till charging of complete DSL .	1	set		₹ -
f)	Total lump sum prices for <b>visits</b> (should include travel expenses to/ fro site, intermediary stay).	2	Nos		₹ -
g)	Total lump sum prices for <b>no of days</b> required for verification of material at site.	2	Days		₹ -
Total					₹ -
	Note: 1) Bidder to note that there shall be no implication for change of span &/ or lift upto (+/-) 500 mm. 2) PG to incorporate taxes, duties and other commercial aspects. 3) Any variation in length of DSL/rail due to change in bay length will be adjusted based on unit rates arrived from 1.0 (b) & 1.0 (c) above.				



ANNEXURE - III : PRICE BREAKUP FOR MANDATORY SPARES					
NAME OF PROJECT:			3X40 MW RAMMAM STAGE-III HYDRO ELECTRIC PROJECT		
NAME OF PACKAGE:			DOUBLE GIRDER EOT CRANES UPTO 100T CAPACITY		
TECHNICAL SPECIFICATION No:			PE-TS-414-501-A002		
	ITEM DESCRIPTION	QTY.	UOM	SUPPLY	
				Unit Ex-Works Price (INR)	Total Ex-Works Price (INR)
A.0	Total lumpsum firm price inclusive of all prevailing taxes, duties and other levies for Mandatory spares 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 BHEL's NIT & tender technical specification PE-TS-414-501-A002, amendment & agreements till placement of order.	1	Lot		₹ -
	<b>BREAK-UP OF PRICES GIVEN IN A.0 ABOVE</b>				
1	Bearing for				
1.1	Bridge travel wheels	2	no.		₹ -
1.2	Trolley wheels	1	no.		₹ -
1.3	Long travel motor	1	set		₹ -
1.4	Cross travel motor	1	set		₹ -
1.5	Main hoist motor	1	set		₹ -
1.6	Aux. hoist motor	1	set		₹ -
1.7	Rope drums	1	set		₹ -
1.8	Pulleys for main hoist	1	set		₹ -
1.9	Pulleys for aux. Hoist	1	set		₹ -
1.10	Pulleys for under slung hoist	1	set		₹ -
2	Pair of brake shoe / disc with lining for each size of brake used viz. D.C. operated Electro-mechanical of Hydraulic Thruster operated.				
2.1	Long travel motion	2	set		₹ -
2.2	Cross travel motion	2	set		₹ -
2.3	Main hoist	2	set		₹ -
2.4	Auxiliary hoist	2	set		₹ -
2.5	Under slung hoist	2	set		₹ -
3	Pair of brake linings with rivets or each size of brake used				
3.1	Long travel motion	2	set		₹ -
3.2	Cross travel motion	2	set		₹ -
3.3	Main hoist	2	set		₹ -
3.4	Auxiliary hoist	2	set		₹ -
3.5	Under slung hoist	2	set		₹ -
4	Main springs for each size of brake used				
4.1	Long travel motion	2	set		₹ -
4.2	Cross travel motion	2	set		₹ -
4.3	Main hoist	2	set		₹ -
4.4	Auxiliary hoist	2	set		₹ -
4.5	Under slung hoist	2	set		₹ -
5	Current collectors for DS.	5	no.		₹ -
6	Insulator for conductors support assembly	6	no.		₹ -
7	Limit switches	1	one of each type		₹ -
8	Thruster of each size used	2	no.		₹ -
9	Pair of oil seals for each gear box used	1	set		₹ -
10	Contactors of each size used	1	no.		₹ -
11	Fixed & Moving contacts of each size of contactors used	1	no.		₹ -
12	3 Nos. coils for each size of contactor used.				
12.1	Main hoist	2	set		₹ -
12.2	Auxiliary hoist	2	set		₹ -
12.3	Cross travel	2	set		₹ -
12.4	Long travel	2	set		₹ -
12.5	Under slung hoist	2	set		₹ -
13	3 Phase overload relay for each motor.	2	no.		₹ -
14	3 nos. fuse links of each size used on cranes	4	set		₹ -
15	1 printed circuit of each size and type	1	set		₹ -
16	Complete set of lamps for lighting and signals	2	set		₹ -
17	Rope for auxiliary hoist	1	set		₹ -
Total					₹ -
1. One Set is defined as the total number required for one crane. 2. If any item is not applicable due to vendor's specific design, its equivalent spare/s shall be quoted. 3. Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification, same shall be deemed to have been covered in bidders scope of supply. 4. Any item which quoted as "not applicable" in the above list and is found to be applicable at a later date shall be supplied by the Bidder without any extra cost.					

## **BANK GUARANTEE FOR EMD**

Bank Guarantee No: \_\_\_\_\_

Date: \_\_\_\_\_

To,

Name & Addresses of The Beneficiary

Dear Sirs,

Beneficiary: Noida Account no. - 39922687394 IFSC Code- SBIN0017313 Branch- CAG II New Delhi (BHEL PEM Noida) (hereinafter referred to as Beneficiary / Government) Date: ..... [Insert date of issue of BG](To be insert by issuing bank) ..... Bank Guarantee No.: ..... [Insert guarantee number].....(To be insert by issuing bank)..... Bank Guarantee Amount: .....(BG Amount)..... Bid / RA No.: .....(GeM Bid No.)..... EMD Applicant / Bidder: .....NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER..... Guarantor: ..... [Insert name and address of the issuing Bank] .....(To be insert by issuing bank).....

Whereas Applicant / Bidder is willing to submit its bid against above referred Bid / RA by the Beneficiary on behalf of President of India/Governor of State/Chairman, CMD, Secretary, Commissioner etc. of Central/State PSUs/Departments for the supply of Goods and / or Services and as per Bid / RA conditions, Applicant is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of INR ..... (BG AMOUNT IN FIGURES AND WORDS).....(in words Indian Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_(BG AMOUNT IN FIGURES AND WORDS)\_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....(*BG AMOUNT IN FIGURES AND WORDS*)..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....(*DATE OF EXPIRY OF CLAIM PERIOD*)..... we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (*BG AMOUNT IN FIGURES AND WORDS*).....
- b) This Guarantee shall be valid up to .....
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_ (*DATE OF EXPIRY OF CLAIM PERIOD*)\_\_\_\_\_ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....