



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- 77/25/6337/SAN

Date: 27-Mar-26

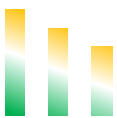
BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	Double Girder EOT Crane above 100T		
3. Project	382 (4X73+1X73+1X17) MW SJVN SUNNI DAM HEP (E&M)		
4. Executing Agency	BHEL-PSNR		
5. End Customer	SJVN Limited		
6. Mode of Enquiry	E - PROCUREMENT		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	6-Apr-26	12:00 PM
	For P-1 bid opening	6-Apr-26	04:00 PM
9. Earnest Money Deposit (EMD) (Refer S.no- 26 for details)	Applicable	EMD Amount (Rs)	40,00,000
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII (Refer S.no- 34 for details)	Nature of Package: Non - Divisible Only Class I Supplier (with local content 60% and above)		
12. Technical Scope	As per Technical specification No: PE-TS-542-501-A201 Rev 00		
13. Pre-bid Clarification	Last Date for Seeking Clarification	1-Apr-26	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 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- YES	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 Finalisation	Price	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) 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. HSE Guidelines		<p>Applicable Please refer the below link to download https://pem.bhel.com/Documents/GCC/HSE%20Plan%20Rev02.pdf</p>
19. Delivery Schedule		<p>Design & Engineering: Drawing/ documents submission and re-submission shall be as per Technical Specification. Delay (if any) in BHEL's comment/approval beyond 18 days shall be in BHEL's account and will also be considered for delay analysis.</p> <p>Main Supply:</p> <p>For Powerhouse crane#1 & Transformer cum GIS hall crane #1 – Seven (7) months from the date of LOA</p> <p>For Powerhouse crane#2– Nine (9) months from the date of LOA</p> <p>O&M spares shall be part of main supply and to be supplied with last consignment of main supply.</p> <p>E&C: Within 04 months from the date of availability of front or 13 months from LOA whichever is later. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.</p> <p>Mandatory Spares: To be delivered along with the last consignment of main supply within the contractual delivery period or 6 months from BBU approval, whichever is later.</p> <p>Healthiness Check Service and Handing over activity of Crane: Personnel shall be deputed within 10 days of intimation.</p>
20. Delivery terms		<p>FOR Despatch Station for supply</p>
21. Payment Terms		<p>Design & Engineering: 50% of price of Design/engineering Charges shall be made against basic engineering (i.e. Preparation, submission & approval of basic drawing/ documents as indicated in tender specification) and the remaining payment shall be made for the balance engineering part on pro-rata basis.</p> <p>Bidder to submit additional BG of equivalent amount which shall be valid till completion of main supply.</p> <p>Main Supply: As per clause no-9.2.1 of GCTC of GCC BOP Rev-00.</p> <p>E&C: As per clause no- 9.3 of GCTC of GCC BOP Rev-00.</p> <p>Healthiness Check Service and Handing over activity of Crane: As per clause no-9.4 of GCTC of GCC BOP Rev-00.</p> <p>Mandatory Spares: As per clause no-9.1.1 of GCTC of GCC BOP Rev-00.</p> <p>Note: Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 shall be read as-</p>





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	<p>"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:</p> <p>a. 90 days for non MSME as per MSMED Act</p> <p>b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act</p> <p>c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."</p> <p>Notes:</p> <p>i) 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.</p> <p>ii) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments</p>
22. Price Basis	PVC Applicable, Refer Annexure-B for PVC
23. Variation of contract value	+/-10% (Refer Annexure-XIII of GCC BOP Rev-00)
24. Integrity Pact Applicability - Yes	<p>In line with cl. No. 12 of (ITB) BOP-GCC, following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <p>1. Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in)</p> <p>2. Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in)</p> <p>3. Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)</p>
25. Tender Evaluation	<p>Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.</p> <p>The evaluation currency for this tender shall be INR.</p> <p>In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.</p> <p>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.</p> <p>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).</p> <p>Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.</p>
26. Earnest Money Deposit (EMD):	<p>EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)) and Central/ State PSUs/ Government depts/ Autonomous/ Educational/ Research institutions).</p> <p>Modes of deposit</p> <p>The EMD shall be accepted only in the following forms:</p> <p>i) Electronic Fund Transfer credited in BHEL account (before tender opening): https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf</p> <p>ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).</p> <p>iii) Fixed Deposit Receipt (FDR)</p>



- iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)
- v) Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

EMD shall not carry any interest.

Forfeiture of EMD: -

- 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.
- 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 www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD: -

- 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.
- II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

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 excluding PVC). 5% of the contract value (excluding PVC) will be released after completion E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) 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 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 E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (excluding PVC) 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 BOP Rev-00, Validity mentioned in clause 11.3 of GCC BOP 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-BOP 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 -PSSR 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 - PSSR.
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. **Construction Power & Water**- Arrangement/ availability of construction power will be on Chargeable basis if available and if construction power is not available, vendor to do their own arrangement. Vendor to arranged water on their own for their usage.

30. GST shall be payable extra at actual.

31. 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.

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

33. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.



34. **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:

- Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Further, Provide the details of the location(s) at which the local value addition shall be made
- Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

35. **Insurance Deductibles/Excess:** Insurance of the package shall be in BHEL scope. However, suppliers to take note of the following deductibles/ excess while submitting their offer:

For Storage /Erection and Testing Cover:

- Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 2.25 Lakh.
- Testing Excess: 5% of the claim amount subject to minimum of Rs. 6.0 Lakh.

Act of God Perils: 10% of the claim amount subject to minimum of testing period excess.

Fire / Explosion Claims: 20% of the claim amount subject to minimum of testing period excess

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

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 Act 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".

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

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

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 - 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.

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

38. 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:

- *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.*

39. 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
40. 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
41. 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.
42. 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.
43. 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.
44. At Sl.no. 17 of ITB of GCC BOP Rev.00, "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%"
45. **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
46. Conciliation & Arbitration shall be as per **Annexure-C** to NIT.
47. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01 (available on www.pem.bhel.com) and other Terms and Conditions included in this Enquiry Letter.
Bidders to agree with all the clauses of GCC BOP along with its Corrigendum-01 except clause no-27.0 of GCTC of GCC-BOP (available on <https://pem.bhel.com/Documents/GCC/BOP%20GCC.PDF>) and other Terms and Conditions included in this Enquiry Letter.
48. 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.



49. 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 & Financial PQRs
- Integrity Pact
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

50. 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.

51. 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

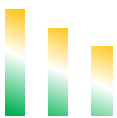
Thanking You.

For and on behalf of BHEL

Sanjeev Kumar
Engineer/ BOP/ PEM Noida

Enclosures:

1. Technical & Financial PQR
2. Technical Specification
3. Annexure-A for Detailed BOQ
4. Annexure-B for PVC Annexure
5. Annexure-C for Conciliation & Arbitration
6. Abridged version of applicable RA guidelines
7. General Conditions of Contract (GCC)-BOP Rev 00 along with its Corrigendum-01



MAIN PRICE SCHEDULE (Annexure A to NIT)

NAME OF PROJECT:		SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)		Enquiry No: 77/25/6337/SAN Date 27.03.2026							
NAME OF PACKAGE:		DOUBLE GIRDER EOT CRANE									
TECHNICAL SPECIFICATION:		PE-TS-542-501-A201									
S. No.	DESCRIPTION	UNIT	QTY	Supply			Service		Total Scope (Supply + Services)		
				Total Ex-Works (excluding GST) (INR)	Freight in %	Freight in INR	Total FOR Site Price Excluding GST (INR)	Unit Price (excluding GST) (INR)		Total Price (excluding GST) (INR)	
1.0	Total lump sum firm price for ENGINEERING PART, SUPPLY PART, SERVICE PART (E&C), HEALTHINESS CHECK SERVICES & 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, cradle , slings for load testing of cranes, lifting beam & lifting beam stand, spares for erection, start up and commissioning as required, mandatory spares forwarding, proper packing, shipment and delivery at site, unloading, handling, transportation & storage at site, in site transportation, assembly, erection & commissioning and carrying out performance guarantee/ functional / demonstration tests at site (as applicable), training of customer personnel at works, healthiness check service of EOT cranes & final handing over to end customer in flawless condition of crane (s) for project and package specified above complete with all accessories for the total scope for EOT cranes defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1							₹ -	
2.0	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE										
2.1	Total lump sum firm price for ENGINEERING part comprising of design (i.e. Preparation, submission & approval of drawing/ documents) , engineering and structure analysis for project and package specified for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1			NA				₹ -	₹ -
2.2	Total lump sum firm price for SUPPLY part comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables along with all accessories and spares for erection, start up and commissioning, cradle , slings for load testing of cranes, lifting beam & lifting beam stand, spares for erection, start up and commissioning, forwarding, proper packing, shipment and delivery at site for the total scope for EOT cranes defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up to be furnished at Annexure- I).	Lot	1	₹ -		₹ -	₹ -		NA		₹ -
2.3	Total lump sum firm price for SERVICE part comprising of unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning and carrying out performance guarantee/Functional /Demonstration tests at site (As applicable), training of customer personnel at works for crane(s) for project and package complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up is to be furnished as per Annexure- II).	Lot	1			NA			₹ -	₹ -	₹ -
2.4	Total lump sum firm price for HEALTHINESS CHECK SERVICES after commissioning of crane/s and handing over of cranes to End Customer within Guarantee period 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- III).	Lot	1	₹ -		₹ -	₹ -		NA		₹ -
2.5	Total lump sum firm price for MANDATORY SPARES comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery as per NIT including warranty as per tender technical specification above, amendment & agreements till placement of order. (Price break up to be furnished as per Annexure- IV).	Lot	1			NA			₹ -	₹ -	₹ -

Note:

1) Please note that the complete engineering of the package is in the scope of bidder as per the tender requirement. However, for the payment purpose 50% of price as per sl. no. 2.1 shall be made against basic engineering (i.e. Preparation, submission & approval of BASIC ENGINEERING DRAWING/ DOCUMENTS as indicated in tender specification) and the remaining payment shall be made for the balance engineering part (i.e. Preparation, submission & approval of BALANCE ENGINEERING DRAWING/ DOCUMENTS as indicated in tender specification) on pro -rata basis.

ANNEXURE-I: PRICE BREAKUP FOR SUPPLY PART

NAME OF PROJECT:		SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)				
NAME OF PACKAGE:		DOUBLE GIRDER EOT CRANE				
TECHNICAL SPECIFICATION:		PE-TS-542-501-A201				
S. No.	DESCRIPTION	UNIT	QTY	Unit Ex-Works Price (excluding GST) (INR)	Total Ex-Works Price (excluding GST) (INR)	
BROAD BREAK-UP OF S.N. 2.2 OF ANNEXURE-A IS AS BELOW						
A.0	Total lump sum firm price for SUPPLY part comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables along with all accessories and spares for erection, start up and commissioning, cradle & slings for load testing of cranes & lifting beam, steel stand for support of lifting beam, forwarding, proper packing, shipment and delivery at site for the total scope for "Two (2) nos. 175/50T capacity double girder EOT crane with Span 20.9m, 30.5 M lift of Main hook, 31.0 M lift of aux hook, 171 M bay length for Power House along with 1 no. 10T capacity electric hoist with 29.5m lift (approx) running on ISMB below one crane girder of each crane " as defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up as per sl no. 1.0 below)				₹ -	
B.0	Total lump sum firm price for SUPPLY part comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables along with all accessories and spares for erection, start up and commissioning, forwarding, proper packing, shipment and delivery at site for the total scope for "One (1) nos. 50/10T capacity double girder EOT crane with Span 17.35m, 19 M lift of Main hook, 20.0 M lift of aux hook, 163.6 M bay length for Transformer cum GIS hall" as defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Price break up as per sl no. 2.0 below)				₹ -	
1.0 MAJOR BREAK-UP OF PRICES GIVEN IN A.0						
1.1	Total Ex-Work price for Cranes including all other accessories for EOT crane of 175/50T capacity double girder EOT crane with Span 20.9m, 30.5 M lift of Main hook, 31.0 M lift of aux hook (Excluding Electric Hoist, DSL, Rail, sole plate , temporary cables, lifting beam, lifting beam stand, cradle & slings, maintenance tools & tackles,Erection & commissioning spare, cables, Operation and Maintenance spares)	NOS.	2		₹ -	
1.2	Total Ex-Work price for One (1) no. 10T capacity EH with 29.5 M lift of running under one girder of each crane along with all accessories including DSL/festoon cable	NOS.	2		₹ -	
1.3	Total Ex-Work price for SUPPLY part for DSL ALONG WITH ACCESSORIES (FOR BAYLENGTH 171 M)	MTR	171		₹ -	
1.4	Total Ex-Work price for SUPPLY part for RAIL ALONG WITH ACCESSORIES (FOR BAYLENGTH 171 M)	MTR	342		₹ -	
1.5	Total Ex-Work price for SUPPLY part for SOLE PLATE ALONG WITH ACCESSORIES (FOR BAYLENGTH 171 M)	MTR	342		₹ -	
1.6	Total Ex-Work price for SUPPLY part for LIFTING BEAM WITH SLINGS AND ACCESSORIES	SET	1		₹ -	
1.7	Total Ex-Work price for SUPPLY part for FABRICATED STEEL STAND AND ACCESSORIES FOR SUPPORT OF LIFTING BEAMS.	SET	1		₹ -	
1.8	Total Ex-Work price for SUPPLY part for CRADLE FOR LOAD TESTING OF CRANE ALONG WITH SLINGS FOR LOAD/ OVERLOAD TESTING.	SET	1		₹ -	
1.9	Total Ex-Work price for SUPPLY part for temporary cables	MTR	110		₹ -	
1.10	Total Ex-Work price for SUPPLY part for Power cable from board to Isolator switch of the crane in POWER HOUSE (2 Run cable of 150m length each)	MTR	300		₹ -	
1.11	Total Ex-Work price for SUPPLY part for Maintenance tools & tackles	SET	1		₹ -	
1.12	Total Ex-Work price for SUPPLY part for Erection & Commissioning Spares	SET	2		₹ -	
1.13	Total Ex-Work price for SUPPLY part for Operation & Maintenance Spares for POWER HOUSE CRANE (Price break up to be furnished at Annexure V).	SET	1	₹ -	₹ -	
2.0 MAJOR BREAK-UP OF PRICES GIVEN IN B.0						
2.1	Total Ex-Work price for Cranes including all other accessories for EOT crane of 50/10T capacity double girder EOT crane with Span 17.35m, 19 M lift of Main hook, 20.0 M lift of aux hook (Excluding DSL, Rail, sole plate , temporary cables, maintenance tools & tackles,Erection & commissioning spare, cables, Operation and Maintenance spares)	NOS.	1		₹ -	
2.2	Total Ex-Work price for SUPPLY part for DSL ALONG WITH ACCESSORIES (FOR BAYLENGTH 163.6 M)	MTR	163.6		₹ -	
2.3	Total Ex-Work price for SUPPLY part for RAIL ALONG WITH ACCESSORIES (FOR BAYLENGTH 163.6 M)	MTR	327.2		₹ -	
2.4	Total Ex-Work price for SUPPLY part for SOLE PLATE ALONG WITH ACCESSORIES (FOR BAYLENGTH 163.6 M)	MTR	327.2		₹ -	
2.5	Total Ex-Work price for SUPPLY part for temporary cables	MTR	110		₹ -	
2.6	Total Ex-Work price for SUPPLY part for Power cable from board to Isolator switch of the crane in Transformer cum GIS hall (2 Run cable of 150m length each)	MTR	300		₹ -	
2.7	Total Ex-Work price for SUPPLY part for Maintenance tools & tackles	SET	1		₹ -	
2.8	Total Ex-Work price for SUPPLY part for Erection & Commissioning Spares	SET	1		₹ -	
2.9	Total Ex-Work price for SUPPLY part for Operation & Maintenance Spares for Transformer cum GIS hall (Price break up to be furnished at Annexure- V).	SET	1	₹ -	₹ -	
Note:						
1) Bidder to note that there shall be no implication with reference to change of Lift upto (+/-) 500 mm as indicated in Crane Clearance Diagram.						
2) Any variation in baylength/ cable length will be adjusted based on unit rates arrived from 1.3, 1.4, 1.5, 1.9, 1.10, 2.2, 2.3, 2.4, 2.5 and 2.6						

ANNEXURE II: PRICE BREAKUP FOR SERVICE PART						
NAME OF PROJECT:		SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)				
NAME OF PACKAGE:		DOUBLE GIRDER EOT CRANE				
TECHNICAL SPECIFICATION:		PE-TS-542-501-A201				
S. No.	DESCRIPTION	UNIT	QTY	Unit Price (excluding GST) (INR)	Total Price (excluding GST) (INR)	
1.0	Total Lump sum price for SERVICE part for "Two (2) nos. 175/50T capacity double girder EOT crane with Span 20.9m, 30.5 M lift of Main hook, 31.0 M lift of aux hook,171 M bay length for Power House along with 1 no. 10T capacity electric hoist with 29.5m lift (approx) running on ISMB below one crane girder of each crane " AND "One (1) nos. 50/10T capacity double girder EOT crane with Span 17.35m, 19 M lift of Main hook, 20.0 M lift of aux hook, 163.6 M bay length for Transformer cum GIS hall" comprising of unloading, handling, transportation & storage at site, in-site transportation, assembly, erection & commissioning and carrying out performance guarantee/ Functional/ Demonstration tests at site (As applicable), training of customer personnel at works for cranes for project and package complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.				₹ -	
2.0	Break Up Prices of SI no. 1.0 Above					
A. POWER HOUSE CRANE						
2.1	Total lump sum firm price for Service part of 175/50T capacity double girder EOT crane with Span 20.9m, 30.5 M lift of Main hook, 31.0 M lift of aux hook for Power House along with 1 no. 10T capacity electric hoist with 29.5m lift (approx) running on ISMB, temporary cable, incoming power cable, Load / Overload test etc. for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Nos.	2		₹ -	
2.2	Total lump sum firm price for E&C of DSL FOR 171 M BAYLENGTH	Mtr	171		₹ -	
2.3	Total lump sum firm price for E&C of RAIL FOR 171 M BAYLENGTH	Mtr	342		₹ -	
2.4	Total lump sum firm price for E&C of SOLE PLATE FOR 171 M BAYLENGTH	Mtr	342		₹ -	
B. TRANSFORMER CUM GIS HALL						
2.5	Total lump sum firm price for Service part for 50/10T capacity double girder EOT crane with Span 17.35m, 19 M lift of Main hook, 20.0 M lift of aux hook for Transformer cum GIS hall with temporary cable, incoming power cable, Load / Overload test etc. for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Nos.	1		₹ -	
2.6	Total lump sum firm price for E&C of DSL FOR 163.6 M BAYLENGTH	Mtr	163.6		₹ -	
2.7	Total lump sum firm price for E&C of RAIL FOR 163.6 M BAYLENGTH	Mtr	327.2		₹ -	
2.8	Total lump sum firm price for E&C of SOLE PLATE FOR 163.6 M BAYLENGTH	Mtr	327.2		₹ -	
C. TRAINING OF CUSTOMER PERSONNEL						
2.9	Total lump sum firm price for training of customer personnel at works for cranes for project and package for 2 weeks	person	6		₹ -	
Note: 1) Any variation in baylength/ cable length will be adjusted based on unit rates arrived from 2.2, 2.3, 2.4, 2.6, 2.7 & 2.8						

ANNEXURE III: PRICE BREAKUP FOR HEALTHINESS CHECK SERVICES					
NAME OF PROJECT:		SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)			
NAME OF PACKAGE:		DOUBLE GIRDER EOT CRANE			
TECHNICAL SPECIFICATION:		PE-TS-542-501-A201			
S. No.	DESCRIPTION	UNIT	QTY	Unit Price (excluding GST) (INR)	Total Price (excluding GST) (INR)
1.0	Total lumpsum firm prices for HEALTHINESS CHECK SERVICE for cranes during Guarantee period and handing over of cranes to end customer for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.				₹ -
2.0	Break Up Prices of 1.0				
	For POWER HOUSE CRANE -Two (2) nos. 175/50T capacity double girder EOT crane with Span 20.9m, 30.5 M lift of Main hook, 31.0 M lift of aux hook, 171 M bay length for Power House along with 1 no. 10T capacity electric hoist with 29.5m lift (approx) running on ISMB below one crane girder of each crane & TRANSFORMER CUM GIS HALL CRANE -One (1) no. 50/10T capacity double girder EOT crane with Span 17.35m, 19 M lift of Main hook, 20.0 M lift of aux hook, 163.6 M bay length.				
2.1	Total lump sum prices for visits (should include travel expenses to/ fro site, intermediary stay) for healthiness check services for Double Girder Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	No of Visits	12		₹ -
2.2	Total lump sum prices for Healthiness check services (in days) for Double Girder Cranes for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Days	72		₹ -
2.3	Total lump sum prices for Handing over activity of cranes to End Customer as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1		₹ -
<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 healthiness check service may vary pending on site requirement. Any variation in no. of visits & no. of days shall be exercised based on unit rate arrived from S.N. 2.1 & 2.2 above respectively.</p> <p>3. Price for handing over (quoted against Sl no 2.3 above) shall not be more less than 1% of supply price (excluding taxes and duties) quoted at sl no 2.2 of Annexure A, failing which breakup shall be adjusted accordingly from supply price for ordering.</p> <p>3. Payment shall be made on pro-rata basis.</p>					

**ANNEXURE-IV
PRICE BREAKUP FOR MANDATORY SPARES**

NAME OF PROJECT: SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)

NAME OF PACKAGE: DOUBLE GIRDER EOT CRANE

TECHNICAL SPECIFICATION: PE-TS-542-501-A201

S. NO.	ITEM DESCRIPTION	QUANTITY	UOM	Total Ex-Works Price (excluding GST) (INR)
A. Power House crane (175/50T with 1 no. 10Tx29.5m lift electric hoist running under one crane girder)				
1	Pair of brake shoe with lining for each size of brake used viz. D.C. operated E.M, or Hydraulic thruster operated.	2	set	
2	Pair of brake linings with rivets for each size of brake used	2	set	
3	Main springs for each size of brake used	2	Nos. (each size)	
4	Brake coils for each size of brake used	2	set	
5	Thruster of each size used	2	Nos. (each size)	
6	Pair of oil seals for each gear box used	6	set (each gear box)	
7	Contactors of each size used	2	set (each size)	
8	Overload relay for each motor	2	Nos.	
9	3 No. fuse links of each sizes used	2	set	
10	Fuse links of each size used	1	set	
11	LT Bearings (each size)	1	no.	
12	CT Bearings (each size)	1	no.	
13	Flood light illumination	1	no.	
14	Indication lamp of DSL	2	set	
15	Auxiliary relay, contactor and timers	2	nos. each	
16	MCCB and fuses	1	set each	
B Transformer /GIS Hall Crane (50/10T)				
1	Pair of brake shoe with lining for each size of brake used viz. D.C. operated E.M, or Hydraulic thruster operated.	1	set	
2	Pair of brake linings with rivets for each size of brake used.	1	set	
3	Main springs for each size of brake used.	1	Nos. (each size)	
4	Brake coils for each size of brake used	1	set	
5	Thruster of each size used.	1	Nos. (each size)	
6	Pair of oil seals for each gear box used on crane.	1	set (each gear box)	
7	Contactors of each size used.	1	set (each size)	
8	Overload relay for each motor.	1	Nos.	
9	3 No. fuse links of each sizes used on crane	1	set	
10	Fuse links of each size used	1	set	
11	LT Bearings (each size)	1	no.	
12	CT Bearings (each size)	1	no.	
13	Flood light illumination	1	no.	
14	Indication lamp of DSL	1	set	
15	Auxiliary relay, contactor and timers	1	nos. each	
16	MCCB and fuses	1	set each	
TOTAL				₹ -

NOTES:	
1	One (1) Set is defined as 100% requirement for one crane for the entire cranes of similar size & capacity.
2	All essential spares shall be supplied as per the requirement of the specifications. In case any spare indicated in the specification is not applicable for particular equipment then suitable applicable alternate spare have been offered / shall be supplied without any financial implication.
3	In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with the approach followed in the above list.
4	Any item which is 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 commercial implications. The Bidder shall note that if there is any change/ variation in equipment/ system during detail engineering which causes any change/ variation in the essential spares quantity, the same shall be supplied without any commercial implications. The price indicated for the mandatory spares shall be considered for the purpose of evaluation.
5	Interchangeability and Packings: All spares supplied under this contract shall be strictly interchangeable with parts for which they are intended for replacements. These spares should include all mounted accessories like components, boards, add or items, fitting, connectors etc. and be complete in all respects so that the replacement of the main items by these spares does not require any additional item. The vendors must conform the pair to pair compatibility of each electrical spares modules with the modules should be supplied in the original package. All electronic modules should be pre set and/or preprogrammed for ready use at site. Alternatively, suitable instruction sheet indicating the details of required PCB jumper position, BCD which is setting, EPROM/PROM listing etc should be packed along with each module. Also a caution mark sign should be put on all such module which needs pre setting/pre programming before putting them in to service. The spare shall be treated and properly packed for long term storage.
6	Identification: Each spare shall be clearly marked and labeled on the outside of the packing with its description. When more than one spare part is packed in single case, a general description of the contents shall be shown on the outside of such case and a detailed list enclosed. All cases, containers and other packages must be suitably marked and numbered for the purpose of identification.

**ANNEXURE-V
PRICE BREAKUP FOR OPERATION & MAINTENANCE SPARES**

NAME OF PROJECT: SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)

NAME OF PACKAGE: DOUBLE GIRDER EOT CRANE

TECHNICAL SPECIFICATION: PE-TS-542-501-A201

S. NO.	ITEM DESCRIPTION	QUANTITY	UOM	Total Ex-Works Price (excluding GST) (INR)
A	Operation and maintenance Spares for Power House crane (2 nos. 175/50T with 1 no. 10Tx29.5m lift electric hoist running under one crane girder)			
1	Gear Oil in sealed packets/containers.	40	litres	
2	Grease in sealed packets/containers.	40	kg	
3	Brake Oil in sealed packets/containers.	240	litres	
4	Cardium compounds in sealed packets/containers.	60	kg	
5	Brake shoes	2	Set	
6	Brake liners	2	Set	
7	Brake springs	2	Set	
8	Oil seal for gear box	2	Set	
9	Main & auxilliary contactors of each type and rating	1	Set	
10	Overload relays of each rating	1	Set	
11	Bearing for motors of each size and rating	2	Set	
12	Limit switch of each type and rating	2	Set	
13	Push button of each type and rating	1	Set	
14	Panel lights, indicating lamps etc	1	Set	
15	Main Isolating switch cum Changeover with box and lever	1	Nos	
16	Fuse of each type and rating	1	Set	
17	MCB/MCCB of each type and rating	1	Set	
18	Under bridge and over bridge lights of each type and rating	1	Set	
19	Tags for cables, panels, JB's etc.	1	Set	
20	Master Controllers for all motions	1	Set	
21	Accessories i.e Rail clamps , alignments blocks, washers, springs , bolts etc. for rail fixing.	For approximately 3% of total rail length	Nos	
TOTAL (A)				₹ -
B	Operation and maintenance Spares for Power House crane (1 no. Transformer /GIS Hall Crane (50/10T))			
a.	Gear Oil in sealed packets/containers.	20	litres	
b.	Grease in sealed packets/containers.	20	kg	
c.	Brake Oil in sealed packets/containers.	120	litres	
d.	Cardium compounds in sealed packets/containers.	30	kg	
e.	Brake shoes	1	Set	
f.	Brake liners	1	Set	
g.	Brake springs	1	Set	
h.	Oil seal for gear box	1	Set	
i.	Main & auxilliary contactors of each type and rating	1	Set	
j.	Overload relays of each rating	1	Set	
k.	Bearing for motors of each size and rating	1	Set	
m.	Limit switch of each type and rating	1	Set	
n.	Push button of each type and rating	1	Set	
o.	Panel lights, indicating lamps etc	1	Set	
p.	Main Isolating switch cum Changeover with box and lever	1	Nos	
q.	Fuse of each type and rating	1	Set	
r.	MCB/MCCB of each type and rating	1	Set	
s.	Under bridge and over bridge lights of each type and rating	1	Set	
t.	Tags for cables, panels, JB's etc.	1	Set	
u.	Master Controllers for all motions	1	Set	
v.	Accessories i.e Rail clamps , alignments blocks, washers, springs , bolts etc. for rail fixing.	For approximately 3% of total rail length	Nos	
TOTAL (B)				₹ -
NOTES				
1	One (1) Set is defined as 100% requirement for one crane.			
2	For other notes, refer Technical specification.			
3	Any variation in quantity of items shall be adjusted based on prices quoted above against each item.			

ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)

PROJECT:-						SUNNI DAM HYDRO ELECTRIC PROJECT (5X73 MW + 1X17 MW)			
PACKAGE :-						DOUBLE GIRDER EOT CRANE			
TENDER ENQUIRY :-						Enquiry No: 77/25/6337/SAN Date 27.03.2026			
NAME OF THE BIDDER									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	COMMERCIAL DEVIATION								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

PRICE ADJUSTMENT FORMULA FOR MAIN SUPPLY FOR DOUBLE GIRDER EOT CRANE

- (1) The price adjustment formula is defined for price components related to Main Supply package.
- (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/PO.

- (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 which shall be considered as 0.55
- (iii) 'A₁' & 'A₀' shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin 21, Sl.no. 1.3.14, Base: 2011-12 = 100
- (iv) 'B₁' & 'B₀' shall be Wholesale Price Index for "MANUFACTURE OF ELECTRICAL EQUIPMENT" as published in RBI Bulletin-21, Sl.no. 1.3.17, Base: 2011-12 = 100
- (v) 'L_b' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.3.
- (vi) (v) 'L₁' & 'L₀' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

For the indices,

Subscript '0' refers to indices of Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the varied price which shall be the month before the month in which dispatch 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

Note:

1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.

2) The price adjustment shall be limited to (+) 10% of Ex-Works Price. There is no ceiling on negative PVC.

**PRICE ADJUSTMENT FORMULA FOR SERVICE PART (E & C AND HEALTHINESS CHECK) FOR
DOUBLE GIRDER EOT CRANES**

(1) The price adjustment formula is defined for price components related to Service part as per price break-up furnished by the Contractor.

(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 Service part (E&C Prices, without taxes & duties).

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

ER0 = Service part (E&C Prices, without taxes & duties) as per LOA/PO.

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

(ii) 'L_b' shall be co-efficient for labour component in the Ex-Works Component of the service part 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 19, 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 Base Month for PVC which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month of reckoning the varied price which shall be the month before the month in which Service part (E&C) is carried out.

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

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable up to the contractual date of completion of work. Contractual work completion date would mean the Completion date mentioned in the order including amendments in work completion date (if any). PVC will not be applicable for the period beyond the contractual work completion date where delay is attributable to supplier.
- 2) The price adjustment shall be limited to (+) 10% of Service part (E&C Prices, without taxes & duties). There is no ceiling on negative PVC.

**PRICE ADJUSTMENT FORMULA FOR MANDATORY SPARES PORTION FOR DOUBLE GIRDER
EOT CRANES**

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

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1bco / A0bco + Lb \times L1 / L0\}$$

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 which shall be considered as 0.6
- (iii) A1bco & A0bco are as per "ALL COMMODITIES" as published in RBI Bulletin 21, Sl. No. 1 respectively, Base: 2011-12 = 100
- (iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25
- (v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin 19, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).
- (vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued.

The latest available indices are to be extrapolated to the above defined month w.r.t. the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

- 1) The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable to supplier.
- 2) The price adjustment shall be limited to (+) 10% of Ex-Works Mandatory Spares Price. There is no ceiling on negative PVC.

Annexure-C 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).

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.