

TENDER SPECIFICATION

Sl No	E-Tender Specification Number
1	BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Hiring of 7000 nos Scaffolding pipes and 21000 nos clamps on rental basis for Boiler-Unit
3 on Open tender basis at 3 X800 MW PVUNL Patratu Project.

VOLUME - I

FOR

VOLUME I - TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

Notice Inviting Tender	
Volume-IA	Technical Conditions of Contract
Volume-IB	Special conditions of Contract
Volume-IC	General conditions of Contract
Volume-ID	Forms & Procedures
Volume-IE	Technical Specifications
Volume II	Price Bid

Bharat Heavy Electricals Limited



(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-01</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-01</u>)
I-A	Technical Conditions of Contract	Vol-I-A-01
--	Appendix-A-Technical Specification	Part of Vol-IA-01 (Attached Separately)
I-B	Special Conditions of Contract	VOID
I-C	General Conditions of Contract	(Part of Vol-I-CD-01)
I-D	Forms & Procedures	(Part of Vol-I-CD-01)
--	HSE Plan	(Part of Vol-I-CD-01)
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-01

E-Tender Specification Issue Details

E-Tender Specification No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

NAME OF THE WORK: Hiring of 7000 nos Scaffolding pipes and 21000 nos clamps on rental basis for Boiler-Unit 3 on Open tender basis at 3 X800 MW PVUNL Patratu Project.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR: Refer Notice Inviting Tender
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

MD INTEKHAB ALAM (BOILER/Purchase)

Place: Patratu

Date:

SCAFFOLDING/
01

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 5 of 59

Date: 19-09-2026

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>

To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Sealed offers in **two part bid system** (National competitive bidding (NCB) ~~or International Competitive Bidding (ICB)~~ are invited from reputed & experienced bidders for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01	
ii	Broad Scope of job	<u>Hiring of 7000 nos Scaffolding pipes and 21000 nos clamps on rental basis for Boiler-Unit 3 on Open tender basis at 3 X800 MW PVUNL Patratu Project.</u>	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Not Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specifications	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 19/09/2026 , Closes: 29/09/2026 , Time : 13:00	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 29/09/2026, Time: 13:00 Hrs Place: on E-Tender Portal https://eprocurebhel.co.in	Applicable

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 6 of 59

S No.	ISSUE	DESCRIPTION	
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 29/09/2026, Time: 17:00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	<i>Applicable</i>
vii	EMD AMOUNT	₹ 84,000/- (Rupees Eighty Four Thousand Only) (2% of the estimated cost as per clause 5.1.1 (i) of Work Policy-2016. EMD of the successful tenderer will be retained as part of the Security Deposit. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. Other conditions related to EMD will be applicable as per work policy-2016.	<i>Applicable</i>
viii	COST OF TENDER	<i>As applicable with earnest Money deposit</i>	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: MD INTEKHAB ALAM Designation: Manager Deptt: BOILER Address: BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU PROJECT DIST RAMGARH, JHARKHAND Mobile-7774026535 Email : mia@bhel.in/ 2) Mr. FARAZ RAZA KHAN Designation: DGM Deptt: BOILER Address: BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU PROJECT DIST RAMGARH, JHARKHAND Email: faraz.raza.khan@bhel.in Mob: 9978961610	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	NA	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT	<i>Not Applicable</i>	Not Applicable

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 7 of 59

S No.	ISSUE	DESCRIPTION
	EXTERNAL MONITOR (IEM)	
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum), & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Not Used

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5 th Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

(Note :- In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

5.0 Procedure for Submission of Tenders:

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 8 of 59

This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in **two-parts** only.

Documents Comprising the e-Tender

The tender shall be submitted online as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. ~~Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.~~
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in pre-qualification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

- 1. A PC with Internet connectivity &

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 9 of 59

2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)

BHEL has finalized the e-procurement service Provider:-
NIC PORTAL (<https://eprocurebhel.co.in>)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:

For any technical related queries, please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

Other details/update yourself from : <https://eprocurebhel.co.in>

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC certifying authority:-
please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on <https://eprocurebhel.co.in>.

6.0 ORC/PVC clause shall not be applicable for this contract.

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD if any).

9.0 Void

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 10 of 59

- 10.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 12.0 Not USED
- 13.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 14.0 **Reverse Auction: APPLICABLE.** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 18.0 Void
- 19.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR (if any). In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 20.0 The bidder may have to produce original document for verification if so decided by BHEL.

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 11 of 59

- 21.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 22.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".
- 23.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

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

28.1.1 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.

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) 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.
- (ii) 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.
- (iii) 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 mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

24.0 NOT USED

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 12 of 59

25.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

26.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 13 of 59

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or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.*
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.*
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.*
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.*
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.*
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.*

- 27.0** Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 14 of 59

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All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

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

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

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

- 29.0 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.

- 30.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. ~~Special Conditions of Contract (SCC)—Volume-1B~~
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

For BHARAT HEAVY ELECTRICALS LTD

(MANAGER – BOILER/Purchase, BHEL Patratu Site)

Enclosure:

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
03. ~~Annexure-3: Certificate by Chartered Accountant~~
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
07. ~~Annexure-7: Integrity Pact~~

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 15 of 59

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- 08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
 - 09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
 - 010. Annexure-10: DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
 - 011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
 - 012. Annexure 12: Important information

BHEL PSWR
Notice Inviting Tender:

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 16 of 59

ANNEXURE - 1

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>TECHNICAL PQR</u> B.1) Bidder should have provided “Services of Scaffolding Materials like Pipes and clamps” for any one of the following in the last seven years from latest date of bid submission: B.1.1) Executed One work of value not less than ₹33.60 Lakhs against single work order. OR B.1.2) Executed Two works each of value not less than ₹21.00 Lakhs against maximum two work orders. OR B.1.3) Executed Three works each of value not less than ₹16.80 Lakhs against maximum three work orders. AND B.2) The Scaffolding materials offered by the bidder must meet the technical requirements of BHEL as per Clause No. 2.1 of Chapter – II: Scope of Work and Technical Specifications of “Technical Conditions of Contract-TCC”. Details specifying the same shall be submitted in <u>Appendix-A</u> (format on e-portal).	Applicable	
C-1	Financial TURNOVER Bidders must have achieved an average annual financial turnover (audited) of ₹12.60 Lakhs or more over last three Financial Years (FY) i.e. ‘2022-23 ,2023-24 & 2024-25’	Applicable	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C-1’ above should be positive.	Applicable	

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 17 of 59

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the Five Financial Years as applicable in the last Five Financial Years (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 as on date) . Bidders to submit audited Balance sheet and Profit & Loss statement for the years as supporting documents.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	Not Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

Explanatory Notes for PQR B.1 (Technical)

- The evaluation currency for this tender shall be INR.
- For the criteria (B.1), actual executed value shall be considered.
- Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$$

Where

P = Updated value of work

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 18 of 59

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	R = Value of executed work X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered). X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered). Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution <u>Explanatory Notes for Technical Criteria (B2):</u> - VOID - Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below - "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling". - For C&I works: "SYNCHRONISATION" in case of power project (Excluding Nuclear Projects) / "WORK EXECUTION of the value as defined in PQR" in case of industry & Nuclear Projects. "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M) "GAS IN" in respect of HRSG. "STEAM BLOWING" in respect of Power Cycle Piping. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work. "SYNCHRONISATION" in respect of STG / GTG. "SPINNING" in respect of HTG. "GAS IN" in respect of FGD - Boiler means HRSG or WHRB or any other types of Steam Generator. - Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass. - For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.		

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 19 of 59

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
<u>Explanatory Notes for PQR -C (Financial):</u>			
<u>C-1:</u>			
i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above. ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY). iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years. iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.			
<u>C-2:</u> Net Worth (Only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for ‘C-1’ above. Net worth = Paid up share capital + Reserves			
<u>C-3:</u> Bidder must have earned profit in any one of the Five financial years as applicable in the last Five financial years as furnished for ‘C-1’ above. Note: PROFIT shall be PBT earned during any one year of last Five financial years as in ‘C-1’ above.			
<u>C-4:</u> Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.			
<u>Common Explanatory Notes:</u>			
1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following: a. The parent company shall have a controlling stake of ≥50% in the subsidiary company (as per Format-1). b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2). d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only. e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a ‘Standalone Bidder’ or as a ‘Consortium bidder’. 2. Completion date for achievement of the technical criteria specified in the ‘B’ above should be in the last 7 years ending on the ‘latest date of Bid Submission’ of Tender irrespective of date of the			

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 20 of 59

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	start of work. Completion date shall be reckoned from the “Financial Year quarter of bid submission”. (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021). 3. “Executed” means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed. 4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I. 5. Following shall be complied with in case of consortium: a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT. b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required). c. Number of partners including prime Bidder shall be NOT more than 3 (three). d. Prime Bidder alone shall necessarily comply with “B1 Technical Criteria” except for mechanical package where B1 criteria is not applicable. e. Prime Bidder and Consortium Partner shall together comply with the ‘Pre Qualification Requirements’ specified for the respective category of technical requirement as per “B2 technical criteria”. f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified. g. All other conditions shall be read in conjunction with clause no 23.0 of NIT. h. Prime Bidder shall be the Bidder who has a major share of work. i. Prime Bidder shall be responsible for the overall execution of the Contract. j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work. k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder. l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL’s interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a ‘standalone’ bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.		

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 21 of 59

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against “PRE QUALIFYING CRITERIAS” shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

BHEL PSWR
Notice Inviting Tender:

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 22 of 59

Format-1

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 23 of 59

Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder
(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)**

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,

Dear Sir,

We refer to the NIT No dated..... for " " (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 24 of 59

ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS: NOT APPLICABLE IN THIS CONTRACT	DD No: _____ Date : _____ Bank : _____ Amount: _____ Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of GST & PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Offer Forwarding Letter / Tender Submission Letter	Applicable/Not Applicable	YES/NO
12	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 25 of 59

13	No Deviation Certificate	Applicable/Not Applicable	YES/NO
14	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/Not Applicable	YES/NO
21	Analysis of Unit rates	Applicable/Not Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/Not Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/Not Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/Not Applicable	YES/NO
28	Annexure-13: Bid Security Declaration Form	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 26 of 59

ANNEXURE-3

Not Used

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 27 of 59

ANNEXURE-4

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider}
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 28 of 59

.....

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 29 of 59

ANNEXURE-5

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 30 of 59

ANNEXURE – 6

Reverse Auction price confirmation and breakup
(To be submitted by L1 bidder after completion of Reverse Auction)

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{__in value & in words__} for item(s) covered under tender enquiry No. BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01{ dt.{...}}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {__ in nos. & in words __} days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 31 of 59

ANNEXURE - 7

NOT USED

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 32 of 59

ANNEXURE – 8

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: **BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01**

I/We, _____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 33 of 59

ANNEXURE-9

DECLARATION

Date: _____

To _____

BHEL, _____

Email: _____

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable).

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 34 of 59

Annexure-10

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED
04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

-
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No: **BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 35 of 59

.....
of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 36 of 59

Annexure-11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No: **BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01**

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

**BHEL PSWR
3X800 MW PVUNL Patratu Project Site
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 37 of 59

ANNEXURE-12

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
SR. MANAGER-PURCHASE
BHEL SITE OFFICE, 3X800 MW PVUNL PATRATU-829119

Dear Sir,

Sub : No Deviation Certificate

Ref : 1) NIT/Tender Specification No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 38 of 59

ANNEXURE-13

Annexure-12: IMPORTANT INFORMATION

E -Tender for this work is invited by BHEL PSWR Patratu Site and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

Postal Address:

MANAGER/ BOILER & Purchase
BHEL Site office, 3 x 800 MW Patratu
Distt- Ramgarh, Jharkhand

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

Manager/ Mechanical Erection, Email: mia@bhel.in, Ph: +91-7774026535
Sr Manager/Purchase, email: kumar_deepak@bhel.in, Ph: 8004939836

1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2. All Statutory Requirements as applicable for this project shall be complied with.
3. ~~Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'~~

~~"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back to back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"~~
4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. ~~Not Used:-~~
6. ~~HSE Compliances: Contractors' manpower at site shall follow all HSE related compliances such as Medical Fitness, PPE Compliances, Safety Induction etc and all standard HSE norms shall be strictly adhered to.~~
7. **Broad Terms & Conditions of Reverse Auction:**
In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 39 of 59

.....
"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered 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."

Notes: -

1. *In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
2. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). **In case of more than three qualified bidders, H1 bidder will not be allowed to participate in RA.***
3. *In case more than one H-1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*
4. *However, H-1 will be allowed to participate in RA in the following cases:*
 - a. *If number of techno-commercially qualified bidders are only 2 or 3.*
 - b. *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.*
 - c. *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*

8. The following Clauses of Volume-IC-General Conditions of Contract (GCC) shall not be applicable for this Contract.

- a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
- b) Time of Completion (Clause No. 2.10)
- c) Extension of Time for Completion (Clause No. 2.11)
- d) Overrun Compensation (Clause No. 2.12)
- e) Interest bearing Recoverable advance (Clause no.2.13)
- f) Quantity Variation (Clause No.2.14)
- g) Extra Works (Clause no.2.15)
- h) Supplementary Works (Clause no.2.16)
- i) Price Variation Compensation (Clause no. 2.17)
- j) Retention Amount (Clause no. 2.22)
- k) Performance Guarantee for Workmanship (Clause no. 2.24)

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/SOX/PTRU/SCAFFOLDING/OPEN TENDER/01

Page 40 of 59

9. MODALITY OF AWARD OF CONTRACT (S) (SEQUENCING OF ORDER)

Order of 7000 nos Scaffolding Pipes and 21000 nos Clamps (15400-Fixed clamp and 5600 Moving clamp) is proposed to split in two parts as below:

- 60% of the total quantity of scaffolding pipes and clamps (both Fixed and Moving) to L1 party at L1 accepted price.
- 40% of the total quantity to next bidder in the order of price competitiveness subject to price matching. In case no bidder matches L1 accepted price, order for remaining 40% of the Scaffolding pipes and Clamps (both Fixed and Moving) shall be placed on L1 bidder.

10. Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.

11. In case of Breach of Contract is established in accordance with clause no.-2.7.2 of GCC (General Conditions of Contract), BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered in accordance with the methodology mentioned under clause no.-2.7.2.2 of GCC.

SCAFFOLDING/01

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

Sl. No.	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Work and Technical Specifications	Chapter-II
3	Facilities in the scope of Contractor/BHEL	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	Facilities by BHEL	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Drawings	Chapter-IX
10	General	Chapter-X
11	Rate Schedule & Price Bid related	Chapter-XI
13	Instruction For Filling Up Appendices	Chapter-XII

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

PROJECT INFORMATION		
SL No	Description	Details
1.1	Location	3X800 MW PVUNL PATRATU, POST - PTPS RAMGARH, JHARKHAND - 829119
1.2	Nearest Railway Station	PATRATU (4.5 KM)
1.3	Nearest Airport/Seaport	RANCHI (51 KM from site)
1.4	Access By Road/Major Cities	RANCHI (46 KM)

The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. All costs for and associated with site visits shall be borne by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II- Scope of Work and Technical Specifications

• **SCOPE OF WORK**

2.0. BROAD SCOPE OF WORK.

Providing the Scaffolding pipes and Clamps on rental basis for 06 months for its use in Boiler-U3 and as per BHEL requirements in other areas with the following details at 3 x 800 MW PVUNL Patratu, Distt- Ramgarh, Jharkhand.

- Scaffolding pipes of standard diameter (UK Size- 48.3 mm) with thickness 3.00 mm, length- 6 meter: Quantity- 7000 nos.
- Fixed clamp of standard size (EN-74): Approximate Quantity- 15400 nos.
- Moving clamp of standard size (EN-74): Approximate Quantity- 5600 nos.

The tender is to deploy above mentioned materials for a period of 06 months.

2.1. Technical details (as in table below) for the above mentioned materials.

The supplied materials shall meet the following requirements.

<u>Technical Requirement</u>			
SN	Description	Nos	Details/Requirement
2.1.1	Scaffolding pipes of standard diameter (UK Size- 48.3 mm) with thickness 3.00 mm, length- 6 meter: Quantity- 5000 nos.	7000	Diameter should be 48.3 mm (outer) with thickness of 3.00 mm, length- 6 meter.
2.1.2	Fixed clamp of standard size (EN-74)	15400	Type- Fix, Joint Pin size- 280 mm
2.1.3	Moving clamp of standard size (EN-74)	5600	Type-Swivel, Joint Pin size- 280 mm

2.2.1.1 Materials will be hired for use in Boiler round the clock mainly to build temporary, supportive frameworks that give workers safe access to high or hard-to-reach areas.

2.2.1.2 Applicable work, safety and entry permits shall be arranged by BHEL. Vendor shall provide necessary information to BHEL for arranging the same.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II- Scope of Work and Technical Specifications

- 2.2.1.3 Scaffolding Pipes should appear straight visually and not deviate by more than 15mm in any 6m length.
- 2.2.1.4 **Scaffolding pipes and Clamps should be made of MS and should be in sound and working condition subject to the inspection of BHEL Site Engineer. If material is found un-satisfactory, the material shall be returned with suitable replacement by the bidder and the transportation cost for same will be bear by the bidder.**
- 2.2.1.5 The qualified bidder shall be required to take care of adequate insurance for materials before deployment at site.

3.0 TIME SCHEDULE & MOBILIZATION

3.1 TIME SCHEDULE

Time schedule of the contract shall be 06 months from the date of deployment. Deployment of materials will be according to the requirements of BHEL and the payments will be made on pro-rata basis with monthly RA Bill.

3.2 MOBILIZATION & SPLITTING OF ORDER

After receipt of LOI, Contractor shall discuss with Project Manager / Construction Manager/BHEL Site In charge/ BHEL Site Engineer regarding mobilization. 1st lot of Materials will be mobilized within 07 days of intimation of BHEL concerned official. Mobilization of all the materials should be completed within 07 days of intimation from the BHEL. In case of delay mobilization from BHEL side, proper information well in advance will be communicated to the supplier.

The whole order will be splitted into 02 parties with 60-40 % ratio between the L-1 and L-2 bidder respectively at the rate of L-1 bidder (on total cost basis) in case of L-2 bidder is agreed to supply at the rate of L-1 bidder. In case of non-agreement of L-2 bidder, the 100% of the order will be placed on the L-1 bidder.

4.0 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

The contract period shall commence from the date of deployment of materials. Duration of hiring will be for 06 months from the date of deployment.

Deployment of materials shall be done based on written communication from site.

If the performance/services of the contractor or the deployed materials are not to the satisfaction of BHEL, the contract is liable for termination with prior notice of 02 weeks.

BHEL reserves the right of foreclosing the entire contract or part within the contract period with 15 days' advance written notice without assigning reason and no payments will be made for the period after foreclosure.

5.0 REGULAR WORKING HOURS

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II- Scope of Work and Technical Specifications

The items will be used round the clock.

6.0 WARRANTY CLAUSE

Contractor is responsible for workmanship till the contract period is valid. Any failure of materials (Pipes/ clamps) shall be responsibility of the Contractor and same will be replaced suitably.

7.0 PAYMENT CLAUSE

Standard payment clause will be applicable as per BHEL rules (45 days for MSE Vendors and 60 days for Medium Enterprises and 90 days for Large enterprises).

Alternate mode of payments for MSMEs (TReDS): TReDS is a regulatory framework by RBI to facilitate the financing of trade receivables of MSMEs via multiple financiers. BHEL is transacting with RXIL and M1xchange platforms. MSME vendors may choose from these platforms as an alternative payment mechanism (for this vendor should have UDYAM Certificate duly issued by the competent authority).

8.0 LIQUIDATED DAMAGES: The penalty shall be imposed in case of delay of supply beyond the time specified against work order. The rate of penalty shall be **0.5% of the non-supplied portion of the materials per week of delay in supply or part thereof subject to a maximum value of 10% of the awarded contract value.**

CONTRACTOR has to arrange Hydra Crane/ Other Crane for loading/ unloading of materials at site.

Contractor has to arrange Gate passes for their manpower and materials during incoming and outgoing of materials and manpower. BHEL will arrange or help in arranging entry/ exits permits of materials.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- V: Facilities by BHEL

NOT APPLICABLE.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule and Mobilisation

12. TIME SCHEDULE & MOBILIZATION

INITIAL MOBILIZATION

TIME SCHEDULE

Time schedule of the contract shall be 06 months from the date of deployment. Deployment of materials will be according to the requirements of BHEL and the payments will be made on pro-rata basis with monthly RA Bill.

MOBILIZATION

After receipt of LOI, Contractor shall discuss with Project Manager / Construction Manager/BHEL Site In charge/ BHEL Site Engineer regarding mobilization. 1st lot of Materials will be mobilized within 07 days of intimation of BHEL concerned official. Mobilization of all the materials should be completed within 07 days of intimation from the BHEL. In case of delay mobilization from BHEL side, proper information well in advance will be communicated to the supplier.

13.COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

The contract period shall commence from the date of deployment of materials. Duration of hiring will be for 06 months from the date of deployment.

Deployment of materials shall be done based on written communication from site.

If the performance/services of the contractor or the deployed materials are not to the satisfaction of BHEL, the contract is liable for termination with prior notice of 02 weeks.

BHEL reserves the right of foreclosing the entire contract or part within the contract period with 15 days' advance written notice without assigning reason and no payments will be made for the period after foreclosure.

14. REGULAR WORKING HOURS

The services of Scaffolding pipes and Clamps shall be made available to BHEL round the clock (for duration of Twenty-Four hours per day).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VII: Terms of Payment

7.0 PAYMENT TERMS

The payment of running bills: Contractor will raise monthly RA Bill (Running Account bill) in the 1st week of every month and 100 % of bill value will normally be released within 45 days of submission of bill complete in all respects with all documents such as GST Invoice, Certification of job completion/progress by Engineer-Incharge etc. Please note that Standard payment clause will be applicable as per BHEL rules (45 days for MSE Vendors and 60 days for Medium Enterprises and 90 days for Large enterprises).

Alternate mode of payments for MSMEs (TReDS): TReDS is a regulatory framework by RBI to facilitate the financing of trade receivables of MSMEs via multiple financiers. BHEL is transacting with RXIL and M1xchange platforms. MSME vendors may choose from these platforms as an alternative payment mechanism (for this vendor should have UDYAM Certificate duly issued by the competent authority).

Taxes and Duties: Taxes and Duties clause as followed recently (Rev 14 dated 09/10/2020) shall be incorporated in the tender through Chapter VIII of the TCC.

Contract Duration: 06 months (As per work requirement under the contractually agreed terms & conditions at discretion of BHEL and the same shall be binding on contractor.) Tentative Deployment (Sep-2026).

Splitting of Order: Order of 7000 nos Scaffolding Pipes and 21000 nos Clamps (15400-Fixed clamp and 5600 Moving clamp) is proposed to split in two parts as below:

1. 60% of the total quantity of scaffolding pipes and clamps (both Fixed and Moving) to L1 party at L1 accepted price.
2. 40% of the total quantity to next bidder in the order of price competitiveness subject to price matching. In case no bidder matches L1 accepted price, order for remaining 40% of the Scaffolding pipes and Clamps (both Fixed and Moving) shall be placed on L1 bidder.

Price bid format: As per the price bid format received from indenter, bidders are required to quote monthly hiring charges as per the scope of work with transportation charges. The draft price bid at in line with NIC portal is kept for approval.

Liquidated damages: The penalty shall be imposed in case of delay of supply beyond the time specified against work order. The rate of penalty shall be **0.5% of the non-supplied portion of the materials per week of delay in supply or part thereof subject to a maximum value of 10% of the awarded contract value** (as per clause 8.0 of TCC)

Retention amount: There will not be any retention amount.

Earnest Money Deposit: ₹ 84,000/- (Rupees Eighty Four Thousand Only) (2% of the estimated cost as per clause 5.1.1 (i) of Work Policy-2016.

Security Deposit: The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

PVC: Not applicable.

ORC (Over run compensation): Not applicable.

Bonus clause: Bonus clause is not envisaged for this tender.

Pre Bid Discussion: Not applicable for this tender

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VII: Terms of Payment

Integrity Pact: Not applicable.

PQR: Applicable.

BHEL shall release payments through NEFT/RTGS. In order to implement this system, contractor has to furnish details pertaining to his bank accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

8.0 TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

8.0 All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by the Contractor and shall not be payable extra.

9.0 Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, Contractor's quoted rates/ price should be after considering the Input Credit under GST law at your end.

10.0 GST :

The Contractor shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL.

11.0 GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

12.0 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per **Annexure -A**

NAME -- Bharat Heavy Electricals Limited

ADDRESS – Site address

13.0 Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-

(Email id ---- to be intimated later on).

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

14.0 In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

15.0 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

16.0 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied/ leviable on BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

17.0 Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

18.0 For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

19.0 TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

20.0 TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.

21.0 Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-A

State wise GSTIN SI No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

ANNEXURE-2

BOCW Act & Cess Act

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.

4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.

5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Duties

Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
- (ii) Number of Building workers registered as Beneficiary during preceding one month.
- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
- (iv) Remittance of Contribution of Beneficiaries made during the preceding month

9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor

being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.

12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IX: Drawings

NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: General

10.0 **VOID**

10.1 BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.

10.2 **Transportation to and fro, Road permits, Octroi, GST and Declaration Forms etc. shall be arranged by the bidder and necessary registration and/or permission as may be applicable in the respective states shall duly be complied with by the bidder. Quoted price/rates shall be inclusive of above. BHEL will neither issue any Road Permit /GST declaration forms for this purpose nor pay any taxes in this regard.**

10.3 **GENERAL**

10.3.1 In case of any contradiction between “General Condition of Contract” & “Technical Conditions of Contract” of this Tender Specification, the provisions of Technical Condition of Contract shall prevail.

10.3.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.

10.3.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

10.3.4 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

10.4 **STATUTORY REQUIREMENTS**

ESI & EPF (if any) as applicable shall be obtained by the Contractor within the quoted rates.

10.5 **GATE PASS FOR MEN & MATERIALS**

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

10.6 **INSURANCE COVER FOR MEN & MATERIALS**

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the Scaffolding pipes and Clamps , Personal Accident Policy as applicable for the O&M crew if any.

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: General

10.7 ACCOMODATION & LOCAL CONVEYANCE

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site if any.

10.8 Safety, Occupational Health and Environmental Management

As per “Health Safety Environment Plan” which is part of Volume IC-GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI - Rate Schedule & Price Bid related

11.0 RATE SCHEDULE, QUOTED RATES / PRICE & CONTRACT VALUE.

- 11.1 Bidder shall quote for Per Unit Price per day of 'Hiring Scaffolding pipes and Clamps' including transportation.
- 11.2 Bidders shall quote their price in the relevant field created in e-procurement portal as lumpsum.
- 11.3 No separate payment for transportation will be arranged. The quoted rate should be inclusive of transportation.

11.4 Instructions to the Bidders

1. Bidders shall quote Total Lump-sum Price for the entire scope of work at the place implanted in the E-Procurement Portal titled as " Vol-II Price Bid". Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
2. BHEL has fixed the weightages of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II as follows:

Sl no.	Description of Work	Unit	Qty	days	Qty*Days	Percentage Weightage
1	Scaffolding pipe of standard diameter (UK Size 48.3 mm) with thickness 3.00 mm, Length- 6 meter)	Nos	7000	180	1260000	57.1428571428571%
2	Fixed clamp of standard size (EN-74)	Nos	15400	180	2772000	31.4285714285714%
3	Moving clamp of standard size (EN-74)	Nos.	5600	180	1008000	11.4285714285714%

3. Based on the pre-fixed weightages, amount of individual items shall be derived by BHEL.
4. Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
5. For the convenience of bidders, BHEL has issued an extra excel sheet for calculation purposes also with all requisite formulae as detailed above. **However this excel sheet shall not form part of contract document. Further, this sheet (Calculation purpose sheet) should not be uploaded at the e-Portal by Vendor.**
6. Bidders to note that this is an '**Item rate contract**'. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 4 above.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XII - INSTRUCTION FOR FILLING UP APPENDICES

APPENDIX -A				
Technical Requirement				
SN	Description	Nos	Details/Requirement	CONFIRMATION REMARKS (in YES/NO)
2.1.1	Scaffolding pipes of standard diameter (UK Size- 48.3 mm) with thickness 3.00 mm, length- 6 meter	7000	Diameter should be 48.3 mm (outer) with thickness of 3.00 mm, length- 6 meter.	
2.1.2	Fixed clamp of standard size (EN-74)	15400	Type- Fix, Joint Pin size- 280 mm	
2.1.3	Moving clamp of standard size (EN-74)	5600	Type-Swivel, Joint Pin size- 280 mm	