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# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

**TENDER NO.: BHEL/NR/SCT/GADARWARA/PAINTING/1202**

**NAME OF WORK:** WORK OF SCRAP CUTTING, SCRAP REMOVAL ,AREA CLEANING AND PAINTING WORKS OF UNIT NO. 2 BOILER AND PIPING AT 2X800 MW NTPC GADARWARA.

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/GADARWARA/PAINTING/1202

Date: 08/07/2020

**NOTICE INVITING E-TENDER (NIT)**  
**BIDDER TO SUBMIT OFFERS ON PORTAL**  
**<https://bhel.abcprocure.com>**

To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) 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. Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	<b>BHEL/NR/SCT/GADARWARA/PAINTING/1202</b>	
ii	Broad Scope of job	<b>Work of Scrap cutting, scrap removal ,area cleaning and Painting Works of Unit no. 2 Boiler and Piping at 2x800 MW NTPC Gadarwara</b>	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
b	Volume-IB	<u>Special Conditions of Contract (SCC)</u>	Applicable
c	Volume-IC	<u>General Conditions of Contract (GCC)</u>	Applicable
d	Volume-ID	<u>Forms and Procedures</u>	Applicable
e	Volume-II	<u>Price Schedule (Absolute value).</u>	Applicable
iv	Issue of Tender Documents	<u>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) and <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></u> Tender documents will be available at website till due date of submission	Applicable
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date : 13/07/2020 , Time : 15:00 HRS</b> <b>Place : on <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></b>	Applicable
vi	<b>OPENING OF TENDER</b>	<b>At due date / time</b> <b>Date : 13/07/2020 , Time : 15:30 HRS</b> 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	Applicable

		<i>opening of tender. However it being an e-tender it shall be opened online</i>	
vii	EMD AMOUNT	Nil.	Not applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Three days before bid submission due date.</b>  <i>Along with soft version also, addressing to contact address given below</i></p> <p>1) Name: <b>R M CHANDRA</b>  <i>Designation: DY, MANAGER</i>  <i>Dept: SCT</i>  <i>Address: BHEL-PSNR, PLOT NO. 25,</i>  <i>SECTOR – 16A, NOIDA - 201301</i>  <i>Phone: (Landline) 0120 - 2416440</i>  <i>Email : <a href="mailto:rmchandra@bhel.in">rmchandra@bhel.in</a></i></p> <p>2) Name: <b>G.V. RAJA SEKHAR</b>  <i>Designation: MANAGER</i>  <i>Dept: SCT</i>  <i>Address: BHEL-PSNR, PLOT NO. 25,</i>  <i>SECTOR – 16A, NOIDA - 201301</i>  <i>Phone: (Landline) 0120-2416232</i>  <i>Email : <a href="mailto:gvr@bhel.in">gvr@bhel.in</a></i></p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable
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 ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) & portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> <b>and not in the newspapers.</b> Bidders to keep themselves updated with all such information	
xiii	Tender submission	on portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>	

2. 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, **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. Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender

Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays.

As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.

4. ~~Unless specifically stated otherwise, tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in Clause no. 1.9 of General Conditions of Contract.~~

~~'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.~~

~~However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.~~

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) **Bank Particulars**

i). Bank Name :-	STATE BANK OF INDIA
ii). Bank Telephone No.(with STD code)-:	011-23475566
iii). Branch Address:-	CAG II BRANCH, NEW DELHI 4 <sup>th</sup> & 5 <sup>th</sup> FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv). Bank Fax No. (with STD code) :-	011-23475566
v). Branch Code :-	17313
vi). 9 Digit MICR Code of the Bank Branch :-	110002562
vii). Bank Account Number :-	10813608647
viii). Bank Account Type :-	CASH CREDIT
ix). 11 Digit IFSC Code of Beneficiary Branch:-	SBIN0017313

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

5. **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only.

#### **Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT TENDER FEE & ~~EMD~~ (in physical form) as mentioned below:

a. **Technical Tender (UN priced Tender)**

All Technical details (eg. 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. ~~Tender Cost and Earnest money Deposit (EMD)~~ furnished in accordance with NIT Clause 3.0 & 4.0.
- 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.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

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

BHEL has finalized the e-procurement service Provider:-

**M/s AbcProcure, Ahmedabad**

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College,  
Ellis Bridge, Ahmedabad-380006

The contact details of the service provider are given below:

<b>Name</b>	<b>Contact Nos.</b>	<b>e-mail ID</b>	<b>Role</b>	<b>Location</b>
Swapnil Hamilton	+91 79 40270549	<a href="mailto:swapnil.h@eptl.in">swapnil.h@eptl.in</a>	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	<a href="mailto:Hardik.oza@eptl.in">Hardik.oza@eptl.in</a>	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	<a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a>	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	<a href="mailto:prashant@eptl.in">prashant@eptl.in</a>	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	<a href="mailto:dharam@eptl.in">dharam@eptl.in</a>	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	<a href="mailto:pradip@eptl.in">pradip@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	<a href="mailto:devang@eptl.in">devang@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad

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.

1. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on <https://bhel.abcprocure.com>.

6. **Not Used**
7. 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. 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).

#### **Assessment of Capacity of Bidders:**

**Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

- I. **LOAD:** Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -  
**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table -1))

- i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package  $P_1$ . Similarly  $T_2$  for package  $P_2$ ,  $T_3$  for package  $P_3$ , etc. for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )
- Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-T_1}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$ ). Similarly,  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$  etc. for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- Overall Performance Rating ' $R_{BHEL}$ ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned}
 & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\
 & = \frac{\text{Aggregate of months for each of the similar packages for which performance}}{\text{should have been evaluated in all the Regions}} \\
 & = \frac{S_T}{T_T}
 \end{aligned}$$

- Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No. of similar packages for all Regions = $P_T$ i.e. Sum $(\Sigma)$ of columns (iii) to (ix)	
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum $(\Sigma)$ of columns (iii) to (ix) $= T_T$	

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. ... ... ... ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , ... S <sub>N-TN</sub>	-----	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>	

ii). Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R<sub>BHEL</sub>' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R<sub>BHEL</sub> cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating (R<sub>BHEL</sub>) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R <sub>BHEL</sub> )	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

**III. 'Assessment of Capacity of Bidder':**

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages P<sub>Max</sub> = (R<sub>BHEL</sub> - 60) divided by corresponding value of 'L', i.e. (R<sub>BHEL</sub> - 60)/L

Note:

- In case the value of P<sub>Max</sub> results in a fraction, the value of P<sub>Max</sub> is to be rounded off to next whole number
- For R<sub>BHEL</sub> = 60, P<sub>Max</sub> = '1'
- For R<sub>BHEL</sub> ≥ 80, there will be no upper limit on P<sub>Max</sub>

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if P ≤ P<sub>Max</sub>  
(Where P is calculated as per clause 'I' above)

**Note:** For the transition period of 1 year (i.e. for all the NITs floated between 11<sup>th</sup> May 2019 to 10<sup>th</sup> May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

IV. **Explanatory note:**

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI/LOA from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendors has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders (a)- having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$ , (b)- First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
  - a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
  - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
  - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation in CL 9 above is applicable to prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
11. For any clarification on the tender document, the bidder may seek the same over 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.

12. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
13. 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.
14. Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
15. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**

15a **Integrity Pact (IP)**

- i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

- ii) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- iii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per **Clause No. 1, Salient Features of NIT, Sl. No. (ix) above.**

16. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

17. In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
18. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
19. **Not Applicable**
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. 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.
22. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
23. **Not Applicable**
24. The bidder shall 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. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
25. The bidder may have to produce original document for verification if so decided by BHEL.
26. It may please be noted that guidelines/rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".
- 27.0 The offers of the bidders who are on the banned/ hold list as 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](http://www.bhel.com)

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

- 27.1.1 **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.
- 27.1.2 **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](http://www.bhel.com) and / or under applicable legal provisions.

28.0 Not Applicable

29.0 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.

30.0 **PREFERENCE TO MAKE IN INDIA:**

For this procurement, Public Procurement (*Preference to Make in India*), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

31.0 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.

32.0 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

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

**Enclosure:-**

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Feedback form
- (iv) Other Tender documents as per this NIT.

**ANNEXURE - 1**  
**PRE QUALIFYING REQUIREMENTS**

JOB	WORK OF SCRAP CUTTING, SCRAP REMOVAL ,AREA CLEANING AND PAINTING WORKS OF UNIT NO. 2 BOILER AND PIPING AT 2X800 MW NTPC GADARWARA.
TENDER NO.	BHEL/NR/SCT/GADARWARA/PAINTING/1202

SL NO	NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA	
A	Submission of Integrity Pact	Not applicable
B	Assessment of Capacity of bidder to execute the work as per clause 9.0 pf NIT	Applicable – by BHEL
<b>C</b>	<p><b><u>Technical</u></b></p> <p><b><u>Bidder should have executed any one of the following in the last seven years from latest date of bid submission:</u></b></p> <p>C-1      Painting works of Boiler or ESP or Mill bunker or CHP/AHP or Power House structures in Power plant rating of not less than 190 MW..  <b>Or</b></p> <p>C-2      Painting of any industrial steel structures of minimum height of 50 mtr.  <b>Or</b></p> <p>C-3      Painting works in R&amp;M jobs of Boiler or ESP in Power plant rating of not less than 190 MW</p>	Applicable
<b>D</b>	<p><b><u>Financial</u></b></p> <p><b><u>TURNOVER:</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 32.7 Lakhs</b> or more over last three Financial Years (FY) i.e. (2016-2017, 2017-2018, 2018-2019). Bidder shall submit audited accounts (balance sheets and profit &amp; loss account) in support of this.</p> <p>In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p> <p>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.</p> <p><b><u>Net worth:</u></b> Net Worth (Only in case of companies) of the Bidder should be positive.</p> <p><b>Note:</b> Net worth shall be calculated based on the latest Audited Accounts as furnished for 'D-1' above.</p> <p>Net worth = Paid up share capital + Reserves</p> <p><b><u>Profit:</u></b> Bidder must have earned profit in any one of the three</p>	Applicable

D-4	<p>financial years as applicable in the last three financial years as furnished for 'D-1' above.</p> <p><b>Note:</b> PROFIT shall be PBT earned during any one year of last three financial years as in 'D-1' above.</p> <p>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.</p>	
E	<b>Approval of Customer</b>	<b>Applicable</b>
F	<b>Consortium Criteria</b>	<b>Not Applicable</b>

**Explanatory Notes for QR 'C':**

- 1) For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria C 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  $\geq 50\%$  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).
- 2) For QR 'C' above, Work completion certificate required in support of the executed work.
- 3) Completion date for achievement of the specified technical criteria should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
- 4) Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.

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.

**Format-1****Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No. ....dated.....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)**

**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.:  
 Email 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/T 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***

**ANNEXURE - 2****CHECK LIST**

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

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be furnished along with the offer..	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
5	<b>EMD DETAILS</b>	Mode of payment: Demand Draft/ NEFT/ RTGS/ OTHER Details of Transaction:	
6	Validity of Offer	TO BE VALID FOR <b>SIX MONTHS</b> FROM DUE DATE	
	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
8	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1 ) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
10	Copy of PAN Card	Applicable	YES / NO
11	Copy of GST registration	Applicable	YES / NO

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
13	Integrity Pact	Not Applicable	
14	Offer forwarding letter / tender submission letter <b>[Form No. F-01 (Rev 00)]</b>	Applicable	YES / NO
15	Declaration by Authorised Signatory <b>[Form No: F-02 (Rev 00)]</b>	Applicable	YES / NO
16	Declaration by Authorised Signatory regarding Authenticity of submitted documents <b>[Form No: F-02A (Rev 00)]</b>	Applicable	YES / NO
17	No Deviation Certificate <b>[Form No: F-03 (Rev 00)]</b>	Applicable	YES / NO
18	Declaration confirming knowledge about Site Conditions <b>[Form No: F-04 (Rev 00)]</b>	Applicable	YES / NO
19	Declaration for relation in BHEL <b>[Form No: F-05 (Rev 00)]</b>	Applicable	YES / NO
20	Non-Disclosure Certificate <b>[Form No: F-06 (Rev 00)]</b>	Applicable	YES / NO
21	Bank Account Details for E-Payment <b>[Form No: F-07 (Rev 00)]</b>	Applicable	YES / NO
22	Format for seeking clarification <b>[Form No: F-08 (Rev 00)]</b>	Applicable	YES / NO
23	Capacity Evaluation of Bidder for current Tender <b>[Form No: F-09 (Rev 00)]</b>	Applicable	YES / NO
24	Power of Attorney for Submission of Tender/Signing Contract Agreement <b>[Form No: F-25 (Rev 00)]</b>	Applicable	YES / NO
25	Analysis of Unit rates <b>[Form No: F-26 (Rev 00)]</b>	Applicable	YES / NO
26	Tie Ups/Consortium Agreement are submitted as per format <b>[Form No: F-22 (Rev 00)]</b>	Not Applicable	

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

DATE :

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

**ANNEXURE – 3****Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

Scope of work for Scrap cutting, scrap removal ,area cleaning and Painting Works of Unit no. 2 Boiler and Piping at 2x800 MW NTPC Gadarwara

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## **TECHINICAL CONDITIONS OF CONTRACT**

**OF**

**Work of Scrap cutting, scrap removal ,area cleaning and Painting Works of Unit no. 2 Boiler and Piping**

**at 2 x 800 MW NTPC Gadarwara .**



**Bharat Heavy Electricals Limited  
(A Govt. Of India Undertaking)  
Power Sector – Northren Region,  
Plot No. 25 , Sector - 16A,  
Distt. Gautam Buddh Nagar,  
NOIDA – 201 301 (INDIA)**

**Scope of work for Scrap cutting, scrap removal ,area  
cleaning and Painting Works of Unit no. 2 Boiler and Piping  
at 2x800 MW NTPC Gadarwara**

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<b>1.0</b>	<b>PROJECT INFORMATION</b>
Name of the Owner :	<b>NATIONAL THERMAL POWER CORPORATION LTD.(NTPC)</b>
Name of Customer:	Gadarwara Thermal Power Station, near Chichli & Umaraiya villages, Tehsil - Gadarwara District– Narsinghpur, Madhya Pradesh
Address :	Gadarwara Railway Station
Village:	Gadarwara is located on the MP SH 22
District:	Jabalpur
Nearest Railway station :	Nearest Airport is Dumna Airport, Jabalpur-129 KM And Raja Bhoj Airport, Bhopal -209 KM
Nearest Road :	45 deg C
Nearest City :	1 deg C
Nearest Airport:	354.77 metres
Highest Temperature :	Gadarwara Thermal Power Station, near Chichli & Umaraiya villages, Tehsil - Gadarwara District– Narsinghpur, Madhya Pradesh
Lowest Temperature :	Gadarwara Railway Station
Elevation:	Gadarwara is located on the MP SH 22

<b>2.0 SCOPE OF WORK</b>	
2.1	The tender specifications cover the scrap cutting, scrap removal, area cleaning and painting as per approved painting schedule by supplying the manpower, T&Ps, scaffolding material and all consumables except Paint and Thinner in Unit no. 2 of Boiler and Piping area at 2x800 MW NTPC Gadarwara.
<b>2.2</b>	<b>Scope of work under this tender specifications includes as mentioned below:</b>
2.2.1	Scrap Cutting by gas cutting, finishing by grinder & removal of scrap. Removal of scrap and lowering of scrap from various Boiler floors to zero meters
2.2.2	Tentative Tonnage to be painted under this tender shall be approx. 11067 MT of First coat (Boiler: 10842 MT and Piping: 225 MT) and 16900 MT (Boiler:16675 MT and Piping 225 MT) of Second coat and the total paint consumption works out to be 65600 Ltrs. Contractor to apply the paint appox. 700-800 ltr. per day to achieve the completion target.
2.2.3	Transportation of scrap from Boiler '0' metres to BHEL Stores/place designated by BHEL inside the plant.
2.2.4	Contractor shall be responsible for issuing the Paint and Thinner from BHEL Stores and keeping it in safe custody at site.
2.2.6	Contractor shall be the custodian of all the material issued to him.
2.2.7	All exposed metal parts of the equipment, structure, auxiliaries, piping, and other items (covered within the scope of this contract) installed are to be painted. Mostly the equipment / components installed are with one coat each of primer paint and synthetic enamel / heat resistant paint. However, due to aging, the same may have got deteriorated or peeled off. Surfaces are to be thoroughly cleaned of all dirt, rust, scales, grease, oils and other foreign materials by wire brushing, scrapping, any other method as per requirement of BHEL. The same will be inspected and approved by the engineer before painting.
2.2.8	After applying the primer paints all structure / equipment / items, shall be finish painted with one coat of epoxy finish & one coat of aliphatic polyurethane or as per approved painting schedule. In case proper finish is not obtained in two coats, the contractor shall apply additional coat (s) till proper finish is achieved. After completion of painting all bright spots shall be cleaned to the satisfaction of Engineer.
2.2.9	Contractor at no extra cost to BHEL shall supply all, primers, tools and other consumables including scaffolding materials required for finish painting. Paint and Thinner will be supplied by BHEL as per colour scheme and quality.
2.2.10	Contractor is fully responsible for safe custody and preservation of paint and thinner issued by BHEL and its proper utilization. If any stage it is found that paint/thinner wasted/spilled due to negligence of the contractor same shall be recovered from the contractor bills. Theft /Pilferage of material shall be recovered from the contractor bills.
2.2.11	Contractor may be required to fill up dents / marks by applying putty before final painting of equipment. All materials and arrangements have to be made within quoted price/rates.
2.2.12	Contractor shall provide legends with direction of flow on equipment and piping in size specified by Engineer. Letter writing shall be done in Hindi / English or in both languages.
2.2.13	<b>All Required Manpower and T&amp;P's with materials to be mobilized by contractor on urgent Basis within 10 days from LOI. Workmen from outside Narsingpur district may have to stay quarantine in view of Covid-19 Pandemic for minimum 14 days or as per latest guidelines /order of district administration at the time</b>

	<b>of mobilization. As special measure in unprecedented circumstances, minimum wages of workers for the quarantine period will be payable by NTPC.</b>
2.2.14	Contractor shall follow the relevant guidelines regarding the social distancing, sanitization etc. during the work in view of Covid -19 Pandemic. Necessary interstate movement of men and material, e pass (if applicable) shall be responsibility of the contractor.
2.2.15	Painters have to undergo test on a mock plate of size 1m*1m and only qualified painters will be allowed to work.
2.2.16	The contractor shall ensure availability of <input type="checkbox"/> Ford Cup-4 to measure consistency of paint, <input type="checkbox"/> Automatic magnetic gauge to measure the dry film thickness and SSPC Visual standards to assess degree of cleanliness of surfaces to be painted.
2.2.17	All paints should be stored in well-ventilated store. The painters and other personnel deployed should use proper protective equipment to avoid inhalation of fumes.
2.2.18	Material and all necessary T&Ps (like Spray Painting Machine, Grinding Machine, Gas Cutting Sets, Scaffolding, Winch machine, Trailer/trolley to remove scrap. All PPE's etc. to be mobilized by the contractor.
2.2.19	All consumables gases like cutting gas, grinding wheels, paint rollers/brushes, primer shall be in the scope of contractor.
2.2.20	Quality: BHEL/NTPC will carry out regular checks and inspections. Painting to be done as per the approved painting schedule/document by BHEL/NTPC. However, maintaining the quality of work is primarily the responsibility of the contractor.
2.2.21	All safety precautions must be taken by the contractor and his workers. At work, all workers must wear personal protection equipment and follow the safety instructions. In case it is observed that the contractor fails to improve the conditions even after he has been cautioned by Engineer-in- charge for violating any safety norms, a penalty of Rs. 500/- per occasion is liable to be imposed. PPEs (Safety helmets, Safety shoes, Safety goggles, dust masks, earplugs, Safety belts, hand gloves etc. as required to complete a job safely) must be provided to all the workers and staff by the contractor. Overall responsibility for safe working and safety of workers/equipments lies with the Contractor. BHEL in no way shall be responsible for any loss of life or any injury caused to any of the workers while executing the above work at BHEL premises. In case of repeated violations of Safety even after caution a penalty as imposed by NTPC shall be imposed on the party (presently it is Rs 25,000/- and may increase) In case any accident / fatal injury occurred, the penalty imposed by customer M/s NTPC shall be recovered from contractor. In case of any conflict between contract documents, order of precedence as per NIT shall prevail.
2.2.22	Contractor shall be responsible for security of their equipment in the plant or during movement at site.
2.2.23	During commissioning of the Unit, the painting work may not be allowed around Furnace/Hot Areas due to safety reasons. During this period, workers shall be relocated to work in relatively safe areas.
2.2.24	After completion of work, agency to submit all reports in hard copy.
<b>Notes:</b>	
1.	<b>BOQ for the painting works of Boiler and Piping as per the Annexure-I.</b>

<b>2.</b>	<b>Bidders shall visit site or acquire full knowledge and information about site conditions and work. The bidder must visit site to acquaint themselves with the conditions prevailing at site and in and around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.</b>
2.3	Contractor shall arrange gate passes for their manpower as per NTPC norms (Form -V).
2.4	Contractor shall submit the test certificates of the equipments/MMDs as prerequisite safety norms of NTPC.
2.5	All the Staff/Workers deputed for the Job should have Insurance Cover and strict safety measures of NTPC have to be followed at site.
2.6	Strict PF (provident fund) compliance shall be submitted by the contractor to get the HR/IR clearance from NTPC before release of payment.
2.7	On issue of the LOI, contractor shall contact the Construction Manager/Gadarwara for further instructions. Contractor shall submit the detailed programme (T&P and manpower) within 07 days of LOI for completion of the work to be jointly agreed between BHEL and contractor before commencement of work. The above programme shall be supported by monthwise deployment of resources viz T&P , manpower ,consumables etc.
<b>3.0</b>	<b>FACILITIES AND AMENITIES TO BE ARRANGED BY CONTRACTOR</b>
3.0.1	Local lighting as required to be arranged by contractor as his own cost.
3..0.2	Contractor shall make necessary arrangement of accommodation for their staff at site.
3.0.3	Contractor shall make his own arrangement for transport of his own staff from residence to site and back. Similarly they have to arrange for transportation of material at site.
3..0.4	Required space near to the work spot will be provided for storing of materials and T&P but erection of temporary covering/cordoning is the responsibility of contractor only.
3..0.5	All Normal T & P Like Welding sets, grinders, safety belts and PPE, hand tools, motor operated winch pulley, puller and lifting machines, cutting torches, safety appliances, Welding equipment with consumables etc., are to be arranged by party
<b>3.1</b>	<b>Facilities to be provided by BHEL</b>
3.1.1	Construction power will be provided free of cost at single point and further distribution shall be in the scope of the contractor.
3.1.2	Drinking Water supply in plant will be provided free of cost at single point and further distribution shall be in the scope of the contractor.
3.1.3	Service Air shall be provided free of cost at locations as available. Contractor shall be responsible for further distribution through hose pipes etc.
<b>4.0</b>	<b>T&amp;P AND MMD DEPLOYED BY CONTRACTOR</b>

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>
1	Spray Painting Machines	10 no.

2	Grinding Machines (e.g, AG5, AG4, etc.)	APR
3	ELECTRIC WINCH	1 no.
4	Gas Cutting Sets	6 no.
5	Scaffolding material	APR
6	Trailer/Trolley	01 no.
7	Hoses	APR
8	Welding Machines along with accessories	APR

**APR : As per requirement of BHEL Engineer**

**Notes:**

1.	The above list is only indicative and these T&Ps/IMTEs may not be required for entire contract period but contractor will ensure that these T & Ps are provided as per the work requirement. T&P Deployment schedule will be finalized at site based on the work fronts and in consultation with BHEL Engineer. Contractor have to mobilize / maintain the T& P as per the schedule notified time to time by BHEL Engineer.
2.	If any one of T&P mentioned above is not needed for proper execution of scope of work, provided contractor has not utilized BHEL free issued T&P for completing such work, no recovery from contractor shall be applicable.
3.	Any additional item required in addition to above mentioned T&P for proper execution of scope of work, contractor has to arrange such T&P within quoted rate on the instruction of BHEL in writing in a reasonable period within seven days from the written instruction from BHEL.
4.	In case deployment of T&P w.r.t requirement, is delayed or deployed for a shorter period or abnormal down time of T&P or in case T&P w.r.t requirement was not deployed by the contractor as per instruction of BHEL and BHEL had to deploy either its own T&P or from outside, the recovery shall be done from the contractor as under:
a.	In case BHEL has to deploy its own T&P, hire charges of T&P applicable for BHEL Contractor as per extant guidelines for "Hire Charges on issue of Capital Tools & Plants" shall be recovered.
b.	In case BHEL has to deploy the T&P from outside, actual hiring cost plus 5% overheads shall be recovered
5.	All the tools and tackles/measuring instruments shall be duly tested/calibrated and valid certificate to that effect should be submitted to BHEL site in-charge before the start of work.
<b>5.0</b>	<b>T&amp;P AND MMD DEPLOYED BY BHEL ON SHARING BASIS</b>
5.1	NA
<b>6.0</b>	<b>TIME SCHEDULE</b>
6.1	Contractor is required to commence the work within 10 days from the date of issue of LOI unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up the zero date of the contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps by the contractor.
6.2	Entire work for first package as detailed in the tender specifications shall be completed within 03 month from the Zero date as per programme / milestones indicated by BHEL Engineer.

	Work under the scope of this contract shall be deemed to have been completed in all respects only when so certified by BHEL. The decision of BHEL shall be final and binding on the contractor
<b>7.0</b>	<b>TERMS OF PAYMENT</b>
7.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
7.2	Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices and payment shall be released within 30 days of receipt of Bill complete in all respect.
7.3	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder
<b>7.4</b>	<b>PROGRESSIVE PAYMENT ON PRORATA BASIS FOR PAINTING WORKS</b>
<b>7.4.1</b>	<b>Progressive payment on prorata basis For Item no. 1(Scrap cutting ,scrap removal ,area cleaning &amp; First Coat)-Allocation- 70% of Contract Value</b>
7.4.1.1	85% of Unit rate shall be payable on completion of scrap cutting, removal of scrap, area cleaning and application of 1st Coat of Paint.
<b>7.4.2</b>	<b>Progressive payment on prorata basis For Item no. 2(Second Coat)-Allocation-30% of Contract Value</b>
7.4.2.1	85% of Unit rate shall be payable on completion of 2nd Coat of Paint.
<b>7.4.3</b>	15% of contract value shall be payable on completion of all pending points, material reconciliation, contractual obligation and demobilization of site office.
	Tentative Tonnage to be painted under this tender is approx. 11067 MT for first coat and 16900 MT for second coat and the total paint consumption works out to be 65600 Ltrs.
<b>8.0</b>	<b>TAXES, DUTIES, LEVIES</b>
8.1.1	Price quoted should be inclusive of all applicable Taxes/charges but <b>Excluding GST</b> . The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit. <b>GST Shall be payable extra as per following :</b>
8.1.2	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.
8.1.3	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
8.1.4	GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : - a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate

	value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
8.1.5	TDS under GST law as applicable shall be deducted.
8.1.6	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder
8.1.7	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/ altered/ deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
8.1.8	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
8.1.9	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.
8.1.10	<p><b><u>Variation in Taxes &amp; Duties:</u></b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>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/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
8.1.11	<p><b><u>Modalities of Tax Incidence on BHEL:</u></b></p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.</p> <p>The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.</p>
8.2	<b>BUILDING &amp; OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW</b>

	<b>Act) AND RULES OF 1998 READ WITH BUILDING &amp; OTHER CONSTRUCTION WORKERS CESS Act, 1996 &amp; CESS RULES, 1998.</b>
	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-
8.2.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
8.2.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
8.2.3	It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
8.2.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
8.2.5	The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
8.2.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
8.2.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.
	<b>NOTE:</b>
	<ol style="list-style-type: none"> <li>1) The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act and in case of compliance by customer by way of deduction at source in line with clause No 3(2) of the act an equitable adjustment to the relatable cost of construction attributable to the bidder shall be made in terms of clause no 8.2 of TCC.</li> </ol>
	<ol style="list-style-type: none"> <li>2) In case compliance by customer by way of deduction at source in line with clause no 3(2) is not resorted to, the compliance of BOCW Cess act shall be ensured by the bidder in line with the provisions of BOCW Cess act in terms of clause no 8.2.2 of TCC.</li> </ol>
	<ol style="list-style-type: none"> <li>3) The bidder may consider the cost of construction for levy of BOCW Cess inclusive of GST, however, due to whatsoever reason if the GST does not form the cost of construction for levy of aforesaid Cess an equitable adjustment thereof shall be made to the contract price.</li> </ol>

<b>9.0</b>	<b>Other Terms &amp; Conditions</b>
9.1	The Work envisaged in this tender is presently being executed by another agency at Gadarwara site. The party executing the work presently at Gadarwara site shall not be eligible to quote for this tender.
9.2	PVC and ORC will not be applicable for this work.
<b>10.0</b>	<b>Performance Guarantee</b>
10.1	Not Applicable.

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## **Annexure-I**

### **BOQ of Scrap Cutting, Scrap removal and Painting Works of Boiler & Piping area**

<b>Sl. No.</b>	<b>DESCRIPTION OF WORK</b>	<b>Qty (in MT)</b>
1	Scrap cutting, removal of scrap, area cleaning, surface preparation and completion of painting works for first coat (Approx. Tonnage 11067 MT /32600 ltr paint to be applied)	11067
2	Completion of second coat (Approx. Tonnage 16900 MT /33000 ltr paint to be applied)	16900

#### **Note:**

1. Quantities mentioned above is tentative only and liable for variation. Contractor is required to execute the actual quantities (irrespective of any variation plus or minus) which may be necessary to complete their work in all respects as detailed in tender specifications. Payments shall be released on finally executed quantities as per site requirement. Quoted rate shall remain firm throughout the contract period.
2. Tentative quantity of paint works out for the above tonnage shall be approx. 65600 ltr for Boiler and Piping area. Incase, there is increase in paint quantity due to increase in workable tonnage, paint shall be supplied by BHEL free of cost. If there is no revision in the tonnage any consumption of paint beyond the 65600 ltr shall be chargeable to contractor. BHEL may supply paint free of cost, if consumption increase with no fault of contractor and decision of BHEL Engineer shall be final and binding on contractor.

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## **Annexure-II**

### **Rate Schedule**

<b>Sl. No.</b>	<b>DESCRIPTION OF WORK</b>	<b>Total Amount (in Figures and Words)</b>
1	<b>Total Rate in Lumpsum for</b> Scrap cutting, removal of scrap, area cleaning, and application of first and second coat of paint. In Boiler and Piping of Unit 2 at 2x800 MW NTPC Gadarwara	"A"

#### **Notes:**

1. Item rate of first coat and second coat for the entire scope of work as define in BOQ Annexure-I shall be arrived as per Calculation defined in Annexure-B.
2. The derived item rate will remain firm throughout the contract period
3. Rate quoted shall be the exclusive of the GST.

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## **Annexure-B**

### **Rate per MT for the Painting works of Boiler and Piping**

<b>Sl. No.</b>	<b>DESCRIPTION OF WORK</b>	<b>Qty (in MT)</b>	<b>Rate is Rs. MT in Figures and Words</b>
1	Scrap cutting, removal of scrap, area cleaning, surface Preparation and application of first coat of paint.	11067	<u>A*0.7</u> 11067
2	Application of Second coat of paint	16900	<u>A*0.3</u> 16900

#### **Notes:**

1. Rate quoted shall be the exclusive of the GST.