

## NOTICE INVITING TENDER (NIT)

To

Dear Sir/Madam

**Sub :NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders on 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**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	HYD/PESD/PUR/ SOLAR-FENCING/NTPC-MP/NIT/003	
ii	Brief Scope of job	Construction of Chain Link Fencing works with gate & PEB's (Inverter room building), Transformers foundation and other associated Civil works. <b>1x50MW SPV Power Project, NTPC, Mandsaur, Madhya Pradesh(M.P)</b>	
iii	DETAILS OF TENDER DOCUMENT		Applicable/Not Applicable
a	Volume-IA	<i>Vol. IA: Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment etc.</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	Applicable
e	Volume-II	<i>Price Schedule (Absolute value)</i>	Applicable
iv	Issue of Tender Documents	Tender documents can be downloaded from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ), <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> till due date of submission.	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 06.07.2016 , Time :11.00Hrs</b> <b>Place : <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></b>	Applicable
vi	OPENING OF TENDER	<b>Date : 06.07.2016 , Time :13.30Hrs</b> <b>Place : <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></b> Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender with due authorization letters. However it being an e-tender it shall be opened online.	Applicable
Vii	Time completion of	The entire work of construction of Fencing with Gate, PEBs, & Transformer Foundation and associated civil works as detailed elsewhere in the Tender Specification shall be completed within 4 (Four) months from the date of commencement of work at	Applicable

		site <i>For further details refer Chapter VI: Time Schedule of TCC.</i>	
viii	<b>EMD AMOUNT</b>	<i>Rs 2,00,000/- (Rupees Two Lakhs Only)</i>	<i>Applicable</i>
ix	<b>COST OF TENDER DOCUMENT</b>	<i>Rs 2000/-. (Rupees Two Thousand only)</i>	<i>Applicable</i>
X	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<i>Date:29.06.2016 (At least 5 days before the due date of offer submission) Along with soft version also, addressing to the undersigned as per contact address given below <b>P.Aravind, Purchase Officer, Purchase Section/PE&amp;SD, Admin bldg.-4<sup>th</sup> Floor, BHEL, R.C. Puram, Hyderabad – 502032 Ph.: 040-23182136,23182113 E-mail: <a href="mailto:aravind@bhelhyd.co.in">aravind@bhelhyd.co.in</a>, mohanka@bhelhyd.co.in</b></i>	<i>Applicable</i>
xi	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	<i>Date : 27.06.2016 Time: 10.00 Hrs. Venue: 4<sup>th</sup>-Floor, PESD Purchase, Admin building-RC Puram</i>	<i>Applicable.</i>
xii	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<i>Applicable if offer value is Rs 5 Cr [excluding taxes and duties] or more,</i>	<i>Not Applicable</i>
xiii	<b>Latest updates</b>	<i>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 Corrigendum) &amp; portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> <b>and not in newspapers.</b> Bidders to keep themselves updated with all such information.</i>	<i>Applicable</i>
xiv	<b>Tender Submission</b>	<i>On portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></i>	
xv	<b>Award of Contract-Methodology</b>	<i>“BHEL intends to split the construction of chain link fencing with Gate, PEB &amp; Transformers Foundation and associated civil works on the basis of following criteria.  A. The work shall be distributed among two bidders at the ratio of Block A(60%) and Block B(40%) on compliance to following: i. Ranking of bidders as L1, L2, L3 and so on shall be established based on ‘total cost to BHEL’. ii. L1 bidder shall be considered for award of Block A on ‘Total cost to BHEL’. iii. For award of Block B, L2 bidder shall be given an option to match their ‘total cost to BHEL’ with the finalized ‘total cost to</i>	<i>Applicable</i>

		<p>BHEL' of L1 bidder.</p> <p>iv. In case of refusal of L2 bidder to match their 'total cost to BHEL' with that of L1 bidder, option will be given to L3, L4 &amp; so on in the similar manner till the last ranked bidder.</p> <p>v. In case none of the bidders (other than L1) agree to match their 'total cost to BHEL' with that of L1's 'total cost to BHEL', the balance Block shall also be ordered to the L1 bidder who has to accept the same.</p>	
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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 & stamped on each page, 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, and shall not be considered for tender evaluation.**

3.0 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 Hyderabad 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 Sundays, National Holidays, holidays declared by Central or State Governments and BHEL at Hyderabad,

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Hyderabad. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as :</u></b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : _____ Date: _____ NAME OF WORK : _____ PROJECT: _____ DUE DATE OF SUBMISSION: _____	

	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	<b>Vol. IA:</b> Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	<b>Volume – II</b> (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD &/or COST of TENDER) TENDER NO : _____ Date: _____ NAME OF WORK : _____ PROJECT: _____ DUE DATE OF SUBMISSION: _____	



any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

**9.0 Assessment of Capacity of Bidders:**

**NOT APPLICABLE**

- 10.0 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.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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.
- 12.0 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.
- 13.0 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.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 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 point (1) above.
- 16.0 The Bidder has to satisfy the 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 NIT terms & conditions 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.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed 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.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

- 19.0 Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL. BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.  
However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 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.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand-alone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy the Technical 'Pre Qualifying Requirements' specified for the respective package.
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract

- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand-alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each 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.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.
- 24.0 The bidder shall submit documents in support of possession of 'tender requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

- 28.0 It may please be noted that **guidelines/rules** in respect of 'Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may **undergo change**

from time to time and the latest one shall be followed.

### 29.0 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

MSEs shall be exempted from payment of tender fee.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

### 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 Specification –Volume-II
- 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

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**Enclosure**

01. Annexure-I: Pre-Qualification Criteria
02. Annexure-IA: Check List
03. Annexure-II: Modification/Deletions in Standard Clause of General Conditions of Contract (GCC) or Special Conditions of Contract (SCC).
04. Annexure-III: Chartered Accountant certificate for MSMED.
05. Annexure-IV: General Terms and Conditions of Reverse Auction (RA).
06. Annexure-V: Authorization of representative who will participate in the online Reverse Auction Process
07. Other Tender documents as per this NIT.