

	Pre- Qualification Requirement (PQR)	Doc. No.	REG1920-20190253
		Part 02/05	PQR
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Pre-Qualification Criteria

Sl. No	Description	
1	Acceptance to all documents attached with the tender.	Bidder to sign on each page of document as a token of acceptance of all details, terms & conditions. Digital signature will be acceptable. These Documents as signed by bidder should be made part of the offer.
2	To qualify for bidding against this tender – Bidder should have experience of having Executed/ Executing following Order/Work in the last two (2) years : (1) For systems having Solar Modules and other accessories. OR (2) For systems involving Borewell /Submersible pumps along with other accessories. OR (3) Civil/Mechanical/Electrical Work executed for any Central/State Govt/Public Sector Enterprises or any other agency/Autonomous Institutes under control of State/Central Govt. Corresponding cumulative Value of orders/works up to june'2019 for which proof has to be furnished by the bidder is given below: For only one Zone: 59 Lakh	Proof of experience in the form of Work Order/Purchase Order and Completion certificate has to be submitted as per amount mentioned. Cumulative value of work done should meet the total amount as prescribed.

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3	The Bidder should have positive net worth which should be evident from the Balance Sheet submitted by the bidder. In case the Bidder does not have positive net worth – then to qualify for submitting offer, bidder needs to submit Fresh Solvency Certificate of value minimum 35 Lakh issued in the last one year from date of Bidding.	Applicable
4.	The Average annual financial turnover during last Three years ending 31st March of Year 2019 should be as prescribed in Table-01 of this document. Bidder has to submit audited balance sheet & profit and loss account of last three financial years.	Listed documents to be submitted in support of turnover.
5	The Integrity Pact (IP) as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. ONLY THOSE BIDDERS WHO HAVE ENTERED INTO SUCH AN IP WITH BHEL WOULD BE COMPETENT TO PARTICIPATE IN THE BIDDING.	Applicable

Bidder has to fulfil the following Turnover Criteria:

TABLE -01

Sl. No	Bidder quoting for Division	No. of systems	Average Turnover of Last Three Years Till 31.03.19
1	Dang	10	59 Lakh
	Narmada-Tapi	19	
	Narmada	31	
	Navsari	10	
	Vadodara	34	

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Major NIT Terms & Conditions

The tender is for **Supply, installations, testing and Commissioning and CMC.**

- Price basis:** Firm i.e. from date of submission of Bid to completion of E&C, CMC.
- Delivery:** The total time period for Supply and E&C is within **maximum four months** from the Zero Date of Contract in following sequence:
 - A one time lead period of 20 days shall be allowed for site mobilization of full quantity.
 - Supply, Installation, Commissioning & Testing per month shall be as below for different sites:

TABLE -01

Sl. No	Bidder quoting for Division	No. of systems	Delivery Period	
			First 60 days Including mobilization time	Next 60 days
1	Dang	10	5	5
	Narmada-Tapi	19	10	9
	Narmada	31	15	16
	Navsari	10	5	5
	Vadodara	34	15	19
Total		104	50	54

- Zero Date of Contract:**
Zero date means date on which BHEL issues go ahead to Vendor for start of work, pending release of formal Purchase Order on submission of CEBG, as outlined at clause 6.

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4. Term of Delivery: FOR Site

Following may be clearly noted as terms of delivery when scope of work shall be deemed completed.

Scope of the Bidder

- Vendor has to get receipt of material. Material will be received either in GWSSB store or by agency/authority authorized by GWSSB at the respective sites or after handing over of system at site.
- Each system installation requires prior clearance from Gramsabha.
- Consent of local official of GWSSB (Dy Engineer or other) is to be taken before start of installation.
- After completion – system has to be handed over to Gram Panchayat and certificate has to be received from Pani Samiti OR other Panchayat body. Handing over shall be done in the prescribed format ("Joint Protocol").
- Joint recording of Measurement with GWSSB in the MB of GWSSB shall be facilitated by arranging measurement and verification.
- 30 day's trial run is to be conducted for each system. The CMC period will start completion of trial run. The time required for trial run will be additional to the prescribed delivery period in TABLE-01
- Three persons of local community are to be trained in each site.

Scope of vendor for a particular system will be deemed complete in all respect (except CMC scope) when the above activities are completed.

5. Payment terms:

Compliance of terms of delivery as prescribed at Sl. 4 (Terms of Delivery- Scope of the bidder) above is an essential condition for release of payment. This will be complied with, as required, at various stages of payment.

The payment shall be made by BHEL in the following manner:

Each line item of BOQ of price bid has been divided into either of the three categories:

- Cat. 1 : Only Supply (Code –S)
- Cat.2 : Supply & Installation, T&C (Code – S&I)
- Cat. 3 : Only Installation, Testing & Commissioning (Code – I)
- Cat.4 : Comprehensive Maintenance (Code : CMC)

a. Supply Part:

- For calculation of rate of supply – quoted rates against each line item of BoQ (refer price bid format) shall be split into two parts of 70% & 30% for Supply part and for I&C, Testing part respectively. Thus,

Cat. 1 Items (S)	: 100% weightage for Supply
Cat. 2 Items (S&I)	: 70% weightage for Supply
Cat. 3 & Cat. 4 Items (I, CMC)	: NIL weightage for Supply

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- ii. **80% of the supply value calculated as at (i) above of each BoQ item (refer price bid format) shall be released upon completion of supply. Certificate issued by Gujarat Water Supply & Sewerage Board (GWSSB)/BHEL representative shall be submitted along with invoice for the payment. Material has to be received by either GWSSB or their authorized agency as a proof of completion of supply.**
- iii. **On completion of Installation, Testing & Commissioning and submission of 4% CPBG as per clause 6 : Balance 20 % of the supply portion calculated as (i) above shall be released.**

b. Installation, Commissioning, Testing and Commissioning Part:

- i. In line with Sl.(a)(i) above - quoted rates against each line item shall be split in following manner,

Cat. 1 Items (S)	: NIL weightage for Installation, T&C
Cat. 2 Items (S&I)	: 30% weightage for Installation, T&C
Cat. 3 Items (I)	: 100% weightage for Installation, T&C
Cat. 4 Items (CMC)	: NIL weightage for Installation, T&C
- ii. **On Installation, Testing & Commissioning**
50% of the I&C value (calculated as at (i) above) for each BoQ item) for Installation Portion.
Certificate issued by **Gujarat Water Supply & Sewerage Board (GWSSB)/BHEL representative** shall be submitted along with invoice for the payment.
- iii. **On completion of handing over and signing of measurement book by customer: 20% of the I&C value (calculated as at (i) above) for each BoQ item) for Installation.**
- iv. **On successful 30 day's trial run and training of three persons: 20 % of the I&C value (calculated as at (i) above) for each BoQ item) for Installation Portion.**
- v. **On completion of 01-year defect liability period: 10% of the I&C value (calculated as at (i) above) for each BoQ item) for Installation portion and satisfactory report from the customer.**

Note: Completion certificates issues by Gram Sabha/GWSSB will have to be submitted along with invoices at the time of payment.

c. Comprehensive Maintenance Contract (CMC) Part:
Applicable for Cat.4 items: 100% for CMC portion.

20% of the PO value of CMC portion shall be paid each year on annual basis after the end of each year after satisfactory completion of comprehensive maintenance as per scope of the order. Thus 100% CMC payment shall be released by the end of 05 years.

Note:

Successful bidder has to liaison with **Gujarat Water Supply & Sewerage Board (GWSSB)** for issuance of documents like Installation certificate, satisfactory working of equipment during defect liability period etc. All payments to be made to the Supplier/Successful bidder under

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the contract will be in Indian rupees only. Invoice processing time taken by BHEL after receipt of all necessary documents etc. from vendor shall be approx. 45 days.

Other details regarding mode & method of billing & payments have been noted at Chapter VIII of Special Conditions of Contract AND Chapter- 7 of General Conditions of Contract which are part of this tender.

6. Contract Performance Bank Guarantee/Security Deposit

The successful bidder will have to submit contract performance Bank Guarantee (CPBG) to BHEL within 10 days of Lol so that final Purchase Order can be released. This will be a necessary precondition for issue of Purchase order on the bidder. Amount of the CPBG shall be as follows:

- (1) 1% of the Total Contract value: Within 10 days of issue of Lol.

Successful bidder needs to provide 1% CPBG as above to BHEL for release of formal Purchase Order. In the meantime, BHEL will issue go ahead to successful bidder. The date of issue of Go Ahead/Lol shall be the Zero date.

- (2) 4% of PO Value on completion of I&C and handing over.

This 4% CPBG alongwith 1% CPBG as at sl. 1 will constitute total of 5% performance bank guarantee to be retained by BHEL during the CMC period.

The performance bank Guarantee of 5% of PO value including CMC charges has to be valid for warranty period of 05 years from the date of handing over of system and one month trial run and with a claim period of 6 months. The Bank Guarantee towards Performance Guarantee will be released after completion of CMC period.

The CPBG may be furnished in any one of the following forms:

- a) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- b) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- c) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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The CPBG shall not carry any interest.

In case, CPBG is not submitted by the bidder within 10 days of issue of Lol and neither any commitment is received for submission in the next 10 days' time also – then BHEL will be at liberty to cancel the Lol and take alternative measures for execution of work. BHEL will not consider such party for any future work and give this feedback across all units of BHEL for not considering such non serious bidders.

7. Liquidated Damages:

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

In case of quoting any deviation from the above LD clause, the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of total purchase order value (inclusive of basic rate, taxes, duties, freight & insurance as applicable).

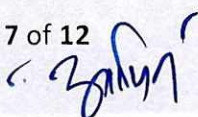
GST shall also be charged on LD amount as per applicable rate and tax invoice shall be issued by BHEL.

8. Warranty:

The bidder must ensure that the goods supplied under the contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The complete BoS items supplied, workmanship for each system shall be under warranty of 60 **calendar** months from the date of commissioning against any defects. The equipment's or components, or any part thereof of the system, if so found defective during warrantee period, the bidder will remain liable to repair or replace immediately under warrantee obligation to the satisfaction of the Purchaser in order to ensure trouble free operation of the Power Plant. Within the scope of warranty, the Bidder will repair or replace of any defective part of the Plant & Equipment supplied, Works done and services rendered under the Contract and render periodic maintenance as a preventive measure to up keep performance of the power plant and also to attend breakdown maintenance as and whenever needed. **Offer with warranty period shorter than 60 calendar months shall be liable for rejection.**

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9. Evaluation Criterion:

Tender shall be awarded to techno-commercially qualified L-1 bidder solely on the basis of quoting Lowest **"Total Landed Cost of package for SITC and CMC"** to BHEL Rudrapur in Indian Rupees in comparison sheet prepared on F.O.R. (Free on Road) site basis.

Loading Criterion:

- In case of quoting any deviation from the above LD clause (see the clause 06 of this Annexure A), the offer shall be loaded in comparative statement for un-accepted portion of LD, maximum up to 10% of basic value @0.5% per week.
- In case of quoted delivery period being longer than **4 months from the date of PO** as specified in tender, a loading of 0.5% per week of complete BoS cost (Supply of Bos and E&C charges) shall be done for the period for which relaxation is sought. **However, offer quoting delivery period longer than 06 months may be liable for disqualification.**

10. Risk Purchase Clause:

If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or the best and the nearest available substitute from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services.

Detailed methodology to be followed shall be as per Chapter-8 of General Conditions of Contract (GCC) attached with this tender which is part of this tender.

In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.

Note: Non acceptance/submission of any of the above requirements will render the offer for rejection.

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DECLARATION BY THE BIDDER

I/We

(Hereinafter referred to as Bidder) being desirous of participating for tender, having fully understood the scope of tender and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document (**REG1920-20190253**) do hereby declare that-

1. The Bidder is fully aware of all the requirements of the tender document (**REG1920-20190253**) and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The Bidder is fully aware of all the relevant information for proper execution of the proposed scope of work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The Bidder is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of BHEL the Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
4. The Bidder has no collusion with other Bidders, any employee of BHEL or with any other person or firm in the preparation of the tender.
5. The Bidder has not been influenced by any statement or promises by BHEL or any of its employees but only by the tender document.
6. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
7. The Bidder has never been debarred from similar type of work by any Government undertaking/Department. (An undertaking in this regard shall have to be submitted)
8. The Bidder accepts that the earnest money may be absolutely forfeited by BHEL if the Bidder fails to sign the contract or to undertake the work within stipulated time.
9. All the information and the statements submitted with the tender are true.
10. The bidder has visited the site and is aware of the site conditions before submitting the offer.

Signature

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Details of Bidder

Name of the Party:

Address of the Party:

Email ID:

Bank A/c No:

Bank Name:

Bank Address:

IFS Code:

Contact Person (Name of a suitable qualified person who will act as project manager during execution of system & shall be single point contact for BHEL.):

Phone No of
Contact Person:

Signature and seal of Bidder