

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP, NOIDA

PRE-QUALIFYING REQUIREMENTS

Tender Ref. No.: TBSM/ ENNORE/CIVIL/TENDER

Date: 27.07.2017

SUB: TENDER FOR EXECUTION AND HANDING OVER OF CIVIL WORKS FOR 400KV GIS SWITCHYARD AT ENNORE IN TAMIL NADU.

Sealed Tenders (Under two part bid system) are invited from competent civil contractors for execution and handing over of civil works for 400kV GIS switchyard at Ennore in Tamil Nadu. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer in a sealed envelope as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

Sl. No.	Criteria	Description
A	Turn Over	Vendors should have a minimum average annual turnover of Rs. 695 Lakh for last three fin. years (2013-14, 2014-15 & 2015-16 OR 2014-15, 2015-16 & 2016-17) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns and form 26AS of these years.
B	Profit	Vendor should have earned profit in at least one year during last three financial years as mentioned in A above.
C	Similar Work	Vendor should have successfully executed civil works of 220kV rating or above switchyard OR Power Plant OR Industry involving predominantly concrete work during last seven years ending on 30.06.2017 and should be either of the following: (i) Three similar jobs executed costing (except service tax) not less than Rs. 927 Lakh each. OR (ii) Two similar jobs executed costing (except service tax) not less than Rs. 1159 Lakh each. OR (iii) One similar job executed costing (except service tax) not less than Rs. 1854 Lakh.
D	Additional Qualification	In addition to sl. no. C above the bidder should have experience (during last seven years ending on 30.06.2017) of successful execution of: (i) At least 150 numbers piling (Driven/ Bore cast in situ pile) of 10 meters or more depth using hydraulic rig in single project.

		<p>(ii) Ground improvement work by installing at least 1500 numbers stone column/ sand compaction piles of 10 meters or more depth in a single project.</p> <p>(iii) Civil works of industrial/ commercial building work of at least 10 meter roof height and should consist of RCC roof slab, shuttering etc.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Experience mentioned at sl. no. D (i), (ii) & (iii) may be included in work order furnished towards sl. no. C or separate work of any value. 2. In case the bidder does not possess the experience mentioned at sl. no. D (ii), the bidder can enter into a consortium agreement with another bidder who is meeting the requisite criteria.
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IMPORTANT NOTES:

1. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
2. If the job is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
3. **Standalone bidder:-**The bidder who fulfils all the PQR criteria (A, B, C & D) stipulated above on their own without any consortium partner.
4. **Prime Bidder:-**The bidder who qualifies against PQR criteria A, B, C, D (i) and D (iii) on their own without any consortium partner.
5. **Consortium partner:** - Consortium partner is the one who qualifies against PQR criteria mentioned under clause D (ii).
6. Number of partners including prime bidder shall not be more than 2 (Two).
7. Consortium for area other than D (ii) is not allowed.
8. Prime Bidder and Consortium Partner are required to enter into a consortium agreement (Format attached) 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.
9. Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' in consortium bidding. Prime bidder shall not be consortium partner to other prime bidder(s). Prime bidder cannot submit more than one bid. However, consortium partner may enter into consortium agreement with other prime bidder(s). In case of non compliance, consortium bids of such Prime bidders will be rejected.

10. In case customer approval is required, then Prime Bidder and Consortium Partner shall have to be individually approved by Customer for being considered for the tender.
11. Prime Bidder shall be responsible for the overall execution of the contract.
12. In case the prime bidder fails/withdraws, the whole contract shall be considered cancelled and balance work will be executed at risk & cost of bidders (Prime bidder + Consortium partner)
13. In case the Consortium partner fails/ back out, another consortium partner meeting the PQR has to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost of the Prime Bidder.
14. The bidder(s) (Prime bidder + Consortium partner) shall submit credentials such as Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor and any other documents mentioned in NIT, in their technical bid in support of qualification.
15. BHEL reserves the right to:
 - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
16. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
17. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
18. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
19. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
20. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
21. Bidder's selection is subject to approval of BHEL's customer for this work.
22. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

CONSORTIUM AGREEMENT

(To be executed on Rs. 100/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____, (The First Party, i.e, The Prime Bidder) a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the "Prime Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____, (The Second Party, i.e, the consortium partner), a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the consortium partner", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of _____, at _____ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ (The First Party, i.e, The Prime Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for _____ as detailed in the Bid doc. no. < TENDER REF----->

AND WHEREAS M/s _____ (The First Party, i.e The Prime Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of _____ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the consortium partner), who fully meet the balance part of the said works (_____).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Prime Bidder) and will be responsible for the entire works.
3. The First Party shall undertake the following part(s) of work detailed in the NIT namely;

4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely;

5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer / Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed inters between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____(Place).

WITNESS

1. NAME

2. OFFICIAL ADDRESS

For

(FIRST PARTY)

WITNESS

1. NAME

2. OFFICIAL ADDRESS

For

(SECOND PARTY)