

Volume – IA: Technical Bid

Chapter-I - Notice Inviting Tender (NIT)

E - Tender No: **1906072** Date **06-08-2019** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Supply, installation & Fixing of Structural Glazing as per Technical specification at 1X800 MW, Wanakbori TPP, Extension, Unit-08 (Gujarat) on 'F.O.R.' Destination basis.
2.	E - Tender No	1906072
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Conditions of contract (TCC) – (Pre-Qualification Criteria & Technical Specification)
3.1.1	Annexure-I to Vol_IA	Detailed Technical specification
3.2	Volume _ I B	General Conditions of the Contract (GCC)
3.3	Volume _ I C	Techno-Comm1 - Compliance Sheet
3.4	Volume _ I D	Drawings
3.5	Volume _II	Price Schedule on E-Procurement Portal.
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://bhel.abcprocure.com (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	Date: 16-08-2019 Time: 15:00 Hrs https://bhel.abcprocure.com Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).
6.	Opening of Tender (Techno-Commercial Bid)	Date : 16-08-2019 Time : 16:00 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.

7.	Cost of Tender	Not Applicable
8.	EMD Amount	NIL
9.	Schedule of Pre-Bid Discussion	Not Applicable
10.	Last Date of Seeking Clarification	14-08-2019 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below.</i> <i>Bidders may consider to seek clarifications on the e-tender portal---</i> <i>https://bhel.abcprocure.com</i>
11.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable
12.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) <i>→ Tender Notifications → View Corrigendum(s) & on e-tender portal https://bhel.abcprocure.com</i> and not in the newspapers. Bidders to keep themselves updated with all such information.

- 1.0 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 **digitally** signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**
- 2.0 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 Power Sector Regional HQ at Nagpur issuing the Tender. ~~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.~~ Copy of ~~Cash receipt or~~ the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcprocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. ~~Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/ last Saturdays.~~

3.0 E-Procurement Portal Inputs**Procedure for Submission of Offer for E – Tender**

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://bhel.abcprocure.com> Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

i. Hardware and Software requirements for participating in e-tender

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://bhel.abcprocure.com>

ii. Digital Signature

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <http://www.bhel.com/home.php> → Tender Notifications → Sample Checklist.

iii. M/s E-Procurement Technologies Limited Helpdesk Contacts

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. Helpline numbers are cited below:

Name	Contact No.	Email
❖ Mr. Dinesh Kumar	+91 (79)68136871	dinesh.k@eptl.in
❖ Mr. Ankur Bhatt	+91 (79)68136823	ankur.bhatt@eptl.in
❖ Ms. Kanika Dani	+91 (79)68136809	kanika.dani@eptl.in
❖ Mr. Devendra Rajpurohit	+91 (79)68136850	devendra.r@eptl.in
❖ Mr. Prashant Rajyaguru	+91 (79)68136872 +91 8160087732	prashant@eptl.in
❖ Mr. Imtiyaz Tajani	+91 (79)68136861	imtiyaz@eptl.in
❖ Mr. Pankesh Kumar	+91 (79)68136848	Pankesh@eptl.in

iv. **Note**

- i. Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

- ❖ PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- ❖ PART-II (Price Bid)

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

- 4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 5.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve 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). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 6.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 7.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender 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.
- 8.0 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.

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- 9.0 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.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 11.0 Bidders shall submit Integrity Pact Agreement (Duly digitally 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. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.
- 12.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 13.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 14.0 Validity of the offer shall be for Three months from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.
- 15.0 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.
- 16.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 17.0 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.

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- 18.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 19.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (through Digital Signature), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 20.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 21.0 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 – Volume - II
 - d. Techno-Comm1 – Compliance – Volume - I C
 - e. Technical Conditions of Contract (TCC) - Volume- IA
 - f. General Conditions of Contract (GCC) - Volume- I B

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.

For BHARAT HEAVY ELECTRICALS LTD
(AGM Purchase)

Chapter-II: IMPORTANT INFORMATION

All correspondences regarding this tender shall be addressed to AGM / PURCHASE, BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ AGM Purchase, Email id: prchiwarkar@bhel.in, Ph: +91 – 712 – 3048 633
- ❖ Dy. Manager Purchase, Email: rajivkumar@bhel.in Ph: +91-712-3048 717 /+91 9406903682
- ❖ Dy. Manager, Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 3048 635
- ❖ Sr. Engineer Purchase, Email id: kabhi@bhel.in , Ph: +91 – 712 – 3048 704

1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

The offers of the bidders who are under suspension as also the offers 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.

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

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.

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 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.

1.2.2 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.

1.2.3 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 price 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 extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

Suspension of Business Dealings

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc may undergo change from time to time and the latest one shall be followed.
- ❖ 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 ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page" at the following link:
http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

2. All Statutory Requirements as applicable for this project shall be complied with

3. BHEL Fraud Prevention Policy

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

4. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL

5. Earnest Money Deposit (EMD):

Refundable, Non-interest bearing Earnest Money Deposit (EMD) of **Rs. - (Rupees NIL only)** is applicable for this Enquiry. EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.

Modes of Deposit

- ❖ Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
- ❖ Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)

- ❖ Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur - 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, Kingsway Branch, Branch Code-00432
City	Nagpur
Account number	31380025872
Account type	Current A/C
IFSC code of the bank branch	SBIN0000432
MICR code of the bank branch	440002002

- ❖ No other form of EMD remittance shall be acceptable to BHEL.

Procedure for Earnest Money Deposit		
Mode of Submission	Proof of EMD along with the offer	Submission of EMD to BHEL PSWR
❖ DD/Pay Order	Scan Copy has to be uploaded in E-Portal	Original DD/ Pay Order to be couriered to BHEL PSWR, Nagpur before tender opening
❖ EFT	Receipt of Amount Transferred to BHEL Account	
❖ Cash	Receipt of cash deposit at BHEL office	

Proof of Demand Draft/ Pay Order or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal** <https://bhel.abcprocure.com>.

In case, bidder wishes to furnish EMD in Demand Draft/ Pay Order mode, Original Demand Draft/ Pay Order shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Performance Bank Guarantee (PBG) or Contract Execution Bank Guarantee (CEBG), as the case may be.

EMD by the Tenderer will be forfeited as per NIT conditions, if after opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these extant guidelines.

6. Performance Bank Guarantee (PBG):

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance bank guarantee (PBG) issued by:

- i. Any of the BHEL consortium bank listed below:

➤ **Nationalised Banks**

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank
- ❖ Central bank
- ❖ Indian Bank
- ❖ Indian Overseas Bank
- ❖ Oriental bank of Commerce
- ❖ Punjab National Bank
- ❖ Punjab & Sindh Bank
- ❖ State Bank of India
- ❖ State Bank of Hyderabad
- ❖ Syndicate Bank
- ❖ State Bank of Travancore

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- ❖ UCO Bank
 - ❖ Union Bank of India
 - ❖ United Bank of India
 - ❖ Vijaya Bank
 - **Public Sector Banks**
 - ❖ IDBI
 - **Foreign banks**
 - ❖ CITI Bank N.A
 - ❖ Deutsche Bank AG
 - ❖ The Hongkong and Shanghai Banking Corporation Limited
 - ❖ Standard Chartered Bank
 - ❖ J P Morgan
 - **Private Banks**
 - ❖ Axis Bank
 - ❖ The Federal Bank Limited
 - ❖ HDFC
 - ❖ Kotak Mahindra Bank
 - ❖ ICICI
 - ❖ Indusind Bank
 - ❖ Yes Bank
 - ii. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
 - iii. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank
Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".
 - iv. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable

7. Reverse Auction Terms & Conditions

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA (*as per format in Vol-IC Techno-commercial Compliance in e-portal*). Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be

considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcprocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

8. Price Variation Clause (PVC) is not applicable against the subject tender.
9. BHEL may short close the contract at any stage without assigning any reason.

10. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees and Earnest Money deposit (EMD).

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefits only if they submit along with offer, attested copies of either **EM II certificate** having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid **NSIC certificate** or EM II certificate along with CA certificate (Format enclosed as per **MSE Annex** of NIT “Important Information”) applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

MSE Annex

Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter referred to as 'company')
having its registered office at _____ is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (Part-II) _____ dtd: _____,

Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date _____ as per
MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building
and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October
5,2006 :

Rs _____ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings
and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro
/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and
the date of graduation of such enterprise from its original category is.....

..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its
original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated
04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

Chapter-III : Pre-Qualification Criteria (PQR)

Bidder shall essentially meet all the Qualifying Requirements cited below:

A) Technical PQR

Bidder should have supplied 1080 Kg of Structural Glazing at any Power Plant or other infrastructure project or any other industry/project or any other customer in last Seven years as on the latest date of submission of tender in a maximum of Two Purchase Order.

B) Financial Turnover

Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 20 Lakhs** or more, over the last three Financial Years (FY) i.e. '2015-2016, 2016-2017, 2017-2018.

C) Customer Approval

- ❖ The names of those bidders who stand qualified subsequent to the compliance of criteria A to B of above shall be forwarded to customer for their approval.
- ❖ The Price Bids of bidders who are approved by customer shall be opened and considered for further evaluation.

D) Price Bid Opening

- ❖ Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A, B and C shall be opened.

Explanatory Notes for PQR

- i. To satisfy QR – A qualification requirement, bidder shall furnish Purchase Order and proof of supply against the same Purchase Order. ‘Supplying’ in QR - A means bidder should have delivered the material. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR.
- ii. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover QR above along with all annexures.
- iii. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR 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
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant
- v. Consortium bidding is not allowed.
- vi. Subsequent to the satisfactory fulfilment of all the above cited criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
- vii. **Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:**
 - (a) **Technical Pre Qualifying Requirement (PQR) for prior experience:**

The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre – Qualifying Requirement specified in the tender (round off to the higher limit or number). Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.
 - (b) **Financial Pre Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre –Qualifying Requirement specified in the tender.
 - (c) Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in **Point no. (a) and (b)** above, shall remain the same for all bidders.
 - (d) Definition of startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any. “
- viii. **Credentials furnished by the bidder against “PRE QUALIFYING CRITERIA” shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.**

Chapter-IV: Techno – Commercial Terms and Conditions:**A. Part - I (Technical Specification):****1. Scope of Work:**

Supply, installation & Fixing of Structural Glazing as per Technical specification at 1X800 MW, Wanakbori TPP, Extension, Unit-08 (Gujarat) on 'F.O.R.' Destination basis.

2. **Detailed scope of work shall be as per Bill of Quantity (BOQ) furnished hereunder. Vendor has to quote their Total Lump Sum Price for complete scope of work, however for Payment Purpose following BOQ & Price Weightage factor shall be applicable.**

SL NO	STRUCTURAL GLAZING	UNIT	QTY	Weightage factor
A	Providing and fixing Semi Unitised STRUCTURAL GLAZING to fixed panels with no aluminium section exposed to outside and only glass panels with silicon joint visible from outside. The system specially designed with aluminium sections of grade 63400 WP IS: 733 and IS: 1285 pure polyester powder coated 50- 60 microns make; AKZO NOBEL applicator only in approved colour with mullion fixed to beams / columns through adequately designed MS powder coated. The member and bracket shall be fixed with appropriate bolts and expansion fasteners, so as to withstand the dead load of the structural glazing as well as stresses due to wind pressure. The Structural glazing system shall be designed as per BIS code for required wind pressure IS: 875 part III with as per the prevailing site conditions and building profiles and use of aluminium section alloy as per IS: 8147. System design to strictly consider for thermal movements, air infiltration, water penetration, seismic movement and structural movement. Silicon sealant structural grade and weathering grade shall be GE/Dow corning/Sikka or Equivalent.	Kg	1800	0.477034791
B	The structural glazing panels shall be factory glazed with structural silicon as per standard practice and under the strict supervision of the engineering staff (on site glazing is not permitted, except for replacement of damaged/broken glasses). The contractor shall structural stability report of the structural glazing system from a consultant to be get approved by the engineer incharge.	Kg	50	0.031482793
C	Vision Glass 24mm thick(6mm+12air gap+6mm) double insulated glass with external Glass of 6mm thick Toughened (ET 450) and internal 6mm thick clear toughened glass of properties U value 1.6 W/Sq. mtr-K	SQM	248	0.355815075
D	Openable glazing panel with two point locking with friction stays, , as per design required. (Hardware Make; Alualpha/Kinglong/Gieeze/Pulse or equivalent)	SQM	50	0.069230817

SL NO	STRUCTURAL GLAZING	UNIT	QTY	Weightage factor
E	Providing and fixing Spandrel Glazing of 6mm Thick Toughened glass of Saint Gobain ET 450 or equivalent with Properties (VLT 42%, Ext Ref 11% , Int Ref 11%, Solar Factor 0.39, U value 5.0 W/Sq. mtr-K).Providing and fixing glass with insulation in Spandrel area with 1mm thick GI sheet fabricated in tray form duly filled with 50mm thick glass wool of density 48 kgs/cum of approved make with one side laminated with aluminium foil and other side laminated with black tissue with facing glazing of approved make and colour all (insulation shall paid extra under item no.1506).	SQM	46	0.050146920
F	Providing and fixing G. I. flashing at soffit level / sill level made out of 1.5mm Thick G.I. Sheet with powder coated bent to required profile and shape to seal the soffit area.	SQM	25	0.016289604

3. **Please refer "Annexure-I to Vol-IA TCC" for detailed Technical specification & also for detailed scope of work.**
4. Product quoted by bidder must meet the technical specification as mentioned above.
5. **Pre Dispatch Inspection:** If required, BHEL will carry out pre-dispatch inspection at Supplier's work by BHEL/TPIA Quality Engineer. Supplier shall intimate about the call for inspection.

No material/equipment shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/BHEL Site.
6. **Site Inspection:** Site inspection shall be carried out by BHEL Wanakbori site after receipt of material.
7. **Test Certificate:** Bidder shall submit Test Certificate conforming to relevant IS standards.

B. Part – II (Techno Commercial conditions):-

1. Tenders beyond the scheduled due date & time cannot be submitted by the bidders in the e-procurement portal.
2. Offer must be submitted in **Two-Part Bid only** i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.
3. No Consortium bidding is allowed for the subject tender.
4. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
5. **Price:** Bidders should quote the prices as specified in the Volume – II - Price Bid on E-Procurement Portal. Other papers or documents inscribing the rates of material shall be liable for rejection.

6. Evaluation Criteria:

- 6.1 Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation only after approval from customer.
- 6.2 Tenders will be evaluated on the basis of “*Total Cost to BHEL*”, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST).

7. **Validity of Price:** Price submitted shall be valid for (a) **3 (three)** Months from the date of opening of technical bid for the finalization of the tendering processes **and** (b) till the supply of full quantity of within the validity of the purchase order.

Price Variation Clause (PVC) is not applicable against this tender enquiry.

8. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL.
9. **Delivery Schedule:** Complete scope of work (Supply, Installation, fixing etc.) shall be completed within 4 (Four) months from the date of Purchase Order.
Material shall be despatched only after obtaining despatch clearance from BHEL.

Delivery is the essence of the contract for BHEL. Offer deviating delivery schedule may be liable for rejection.

10. Delivery Destination:

Ship to (Consignee) and Sold to (Buyer) Address	BHEL Site Office, Construction Manager 1X800MW Wanakbori TPS, Gujarat State Electricity Corporation Ltd.. Taluka-Galteshwar, Distt.-Kheda, PIN-388239, Gujarat GST No.: 24AAACB4146P1ZL
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11. **Transit Insurance:** Transit Insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.

12. **Payment Terms:**

- ❖ 70% of the BOQ item price excluding GST shall be released within 45 days from date of receipt of material & submission of following document free from errors and construed as a clear invoice: -
 - a) GST Complaint Invoice (1 Original + 2 copies)
 - b) Copy of Material Dispatch Clearance Certificate issued by BHEL.
 - c) Warrantee Certificate
 - d) Copy of Intimation to Insurance Company
 - e) Store Receipt Voucher
- ❖ Applicable GST shall be released upon compliance of following documents:
Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.
- ❖ 15% of BOQ item price excluding GST shall be released within 30 days from date of completion of work (installation/fixing of Structural Glazing material) duly certified by BHEL site Engineer.
- ❖ 10% of executed contract price excluding GST shall be released within 30 days from date of completion of complete scope of work (installation/fixing of Structural Glazing material) duly certified by BHEL site Engineer.
- ❖ Balance 5% of executed contract price excluding GST shall be released on submission of Performance Bank guarantee(PBG) of 5% of total contract value to be submitted in prescribed format within 30 days from date of completion of complete scope of work. The PBG shall be valid up to end of the warranty period with additional claim period of 3 months after warranty. All charges for establishing, confirmation and amending the BGs, if necessary, shall be to Vendor's account.
- ❖ All Payment related documents shall be furnished to the following address:
BHEL Site Office, Construction Manager
1X800MW Wanakbori TPS,
Gujarat State Electricity Corporation Ltd..
Taluka-Galteshwar, Distt.-Kheda,
PIN-388239, Gujarat

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- ❖ Paying Authority shall be **BHEL Site Office, Construction Manager 1X800MW Wanakbori Thermal Power Station.**

13. For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:

- ❖ Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.

14. Liquidated Damages/Penalty:

- ❖ LD (Liquidated Damages) shall be 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 LD Purpose executed contract Price shall be applicable.
- ❖ In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.

15. BHEL reserve the right to cancel the Contract in case of delay in delivery of material by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.

16. Bidder should have valid PAN & GST Registration. Relevant document in support of above shall be submitted

17. **Warranty:** - The materials/work shall be warranted for design material / workmanship for 12 months from the date of completion of work (i.e. installation and fixing).

18. Delivery condition: -

Material shall be packed in such a manner so as to prevent damage in ordinary handling and transport.

Proper packing and dunnage is to be ensured.

Each package must be suitably marked with a tag for identification as given below: (legibly written on the packet)

i. BHEL's Purchase Order Number

ii. Project Name.

19. **Unloading of materials:** Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior dispatch clearance shall be obtained from BHEL site.

20. Date of Completion of work shall be as certified by BHEL Site Engineer.
21. **MSE preference (as per Clause no.32 of GCC):** MSE preference as per Cl. No. 32 of GCC is not applicable.
22. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.
23. Health, Safety & Environment (HSE) requirement: For work for installation & fixing of glazing Health, Safety & Environment (HSE) plan as per GCC shall be applicable.
24. The bidder shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc.

Chapter-V: Instructions for filling the Price Bid

1. Bidders should quote the prices in Volume – II - Price Bid in the E-Procurement Portal. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.
2. Price shall be inclusive of Packaging and Forwarding charges, Freight charges and installation and fixing charges.
3. Insurance shall be arranged by BHEL.
4. Vendor has to Quote **Total Lumpsum Price** for Entire scope of work. Price weightage factor shall be for Payment realization as per Chapter-IV (Part-I, Technical specification), Cl. No. 2 of Vol-IA, Technical Bid.
5. Price to be quoted in INR,
6. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all-inclusive FOR Price.