

PRE QUALIFYING CRITERIA

JOB	E&C WORKS FOR MECHANICAL, ELECTRICAL AND C&I PACKAGE INCLUDING MATERIAL HANDLING, SITE STORAGE FACILITY FOR M/S SHRIRAM ALKALIES AND CHEMICALS LTD. 1X60 MW STG, BHARUCH
TENDER NO	HY/PE&SD/E&C/SACL/MECH-ELEC-C&I/001

BIDDER SHALL SUBMIT BELOW PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed, if offer value is Rs 10 Cr [excluding taxes and duties] or more, if applicable (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)		Not Applicable
B	<p>Technical</p> <p>The bidder should meet one of the criteria of B1 or B2 or B3</p> <p style="text-align: center;">The bidder should have ‘Executed”</p> <p>B1 One STG/GTG job of one unit of 20 MW or higher</p> <p style="text-align: center;">Or</p> <p>B2 One R&M job of steam turbines of capacity of 100 MW or higher</p> <p style="text-align: center;">Or</p> <p>B3 At least three nos. of capital overhauling works of STGs against BHEL’s direct orders. The rating of individual STG be at least 250 MW.</p> <p style="text-align: center;">AND</p> <p>B4. “Successfully executed at least one similar works, whose minimum value shall be as per B4.1 or B4.2 or B4.3 below]</p> <p style="text-align: center;">B4.1 One job of value not less than Rs 190.0 Lakhs</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">B4.2 Two jobs of value not less than Rs 119.0 Lakhs each</p>		

	OR		
	B4.3 Three jobs of value not less than Rs 95.0 Lakhs each		
C	Financial Criteria		
1	Turnover: Bidders must have achieved an average annual financial turnover (Audited) of Rs 72.0 Lakhs or more over last three completed Financial Years (FY) i.e. 2011-2012, 2012-2013, 2013-2014		
2	Networth Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C1' above should be positive		
3	Cash Profit: Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in 'C1' above based on latest Audited Accounts.		
D	Assessment of capacity of Bidder to execute the work: Documentary evidence of similar projects executed by the Bidder, including certification and present contact details of client representative as indicated in the Cl.1.6 of GCC shall be submitted.		Not Applicable
E	Approval of Customer Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.		Not Applicable
F	Price Bid opening <u>Note:</u> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		By BHEL
G	Consortium criteria (if applicable)		Not Applicable
	<p>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</p> <p>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</p> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. 2. Audited financial statement have to be submitted for all the three years as indicated against C-1 above. 3. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 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. 4. The bidder can be a company under Companies Act, 1956 or Partnership firm or Proprietor firm and is in continued existence for more than three years from the date of technical bid opening. 		

5. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital* + Reserves. (*Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)
6. C-3:- CASH PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above
7. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission
8. EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed
9. Unless otherwise specified, for the purpose of 'Technical' criteria' of PQR (as in 'B' above), the word 'EXECUTED' means:
SYNCHRONISATION in respect of STG/GTG and SPINNING' in case of HTG
10. "Similar Work' means
Turboblower, STG, GTG or HTG works
11. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.
12. In case the experience/PO/WO certificate enclosed by bidders do not have separate break up prices for the E&C portion of Electrical and CI Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical & CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the supply & erection of Electrical & CI, unless otherwise specifically indicated in the PQR.
13. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (✓) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Whether Audited profit and Loss Account & Balance Sheet for the last three years submitted	Applicable	YES/NO
7	Whether Copy of PAN Card submitted	Applicable	YES/NO
8	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
9	Integrity Pact	If Applicable	YES/NO
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	Whether No Deviation Certificate submitted	Applicable	YES/NO
12	Whether Declaration confirming knowledge about Site Conditions submitted	Applicable	YES/NO
13	Whether Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Whether Non Disclosure Certificate submitted	Applicable	YES/NO
15	Whether Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Capacity Evaluation of Bidder for current Tender	Not Applicable	Not Applicable
17	Tie Ups/Consortium Agreement are submitted as per format	Applicable	YES/NO
18	Whether Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO
19	Whether Analysis of Unit rates submitted	Applicable	YES/NO
20	Whether Acceptance to RA submitted	Applicable	YES/NO
21.	Whether copy of service tax registration document submitted	Applicable	YES/NO
22.	Whether copy of latest IT return & cash flow statement submitted	Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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 per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. 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 Lacs

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 Lacs

(Strike off which is not applicable)

The above investment of Rs Lacs is within permissible limit of
 Rs Lacs 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 S.O. No. 3322(E) dated 01.11.2013 published in the ga zette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House" Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context of meaning hereof shall include its successors or assigns of the ONE PART

And

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for itself or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 the Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The bidder(s)/ Contractors(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidders (s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and execution from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per separate "Guidelines on for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 **The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach** or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on his subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from his sub-contractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section -7 Criminal Charges against violating Bidders/ Contractors/ Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section – 8 Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sib-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those Bidders/ Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On Behalf of the Principal
(Office Seal)

For & On Behalf of the Bidder/ Contractor
(Office Seal)