

To
ALL BIDDERS

Sub: Corrigendum-01: Clarifications

Job: PACKAGE - A: Handling of materials at BHEL / Client's Stores / Storage Yard and transportation to site Erection, Testing and assistance for commissioning & Trial Operation including application of Insulation, Refractory, supply & touch-up painting as and where required etc. of

1. Boiler & auxiliaries, Air Pre Heaters, Ducts & Dampers, Boiler Integral Piping, Structure for bunker, Rotating Equipments, **Auxiliary boiler and its auxiliaries** and piping, SCR and its auxiliaries, including duct supporting structure, lining & insulation, application of touch-up painting (As and wherever required) package OF UNIT#1 at 3X800 MW PVUNL PROJECT Patratu.

And

2. Erection of Bunker & allied works including supply & installation of items as per BOQ of **Unit-1** at 3X800 MW PVUNL Project Patratu.

And

3. Common systems of SCR.

PACKAGE - B: Handling of materials at BHEL / Client's Stores / Storage Yard and transportation to site Erection, Testing and assistance for commissioning & Trial Operation including application of Insulation, Refractory, supply & touch-up painting as and where required etc. of

1. Boiler & auxiliaries, Air Pre Heaters, Ducts & Dampers, Boiler Integral Piping, Structure for bunker, Rotating Equipments, and piping, SCR and its auxiliaries, including duct supporting structure, , lining & insulation, application of touch-up painting (As and wherever required) package OF UNIT#2 at 3X800 MW PVUNL PROJECT Patratu.

And

2. Erection of Bunker & allied works including supply & installation of items as per BOQ of **Unit-2** at 3X800 MW PVUNL Project Patratu.

Tender Specification Number:

BHE/PW/PUR/NTPRT-ESP FGD U1/2099 for 800 MW PVUNL PATRATU ESP, FGD Unit#01 (Package A)

BHE/PW/PUR/NTPRT-ESP FGD U2/2100 for 800 MW PVUNL PATRATU ESP,FGD Unit#02 (Package B)

Bidders to kindly take note of the following:

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AA) Clarifications

SN	Refer Following Clause of TCC of Vol I Tech Bid	Existing Provision	Bidder's query	BHEL Clarifications / Amendment
1	Clause 2.5.1 of Chapter – II: Scope of Work (Page-56/158)	Clause 2.5.1: Absorber tower have top elevation of approx. 47 mtr with 7 tier structure and average casing panels have size (6 mx4m x0.5 m).	The Casing Panel size is mentioned as 6mX4mX0.5m. Please clarify the size mentioned here 0.5m. Is this the thickness of the panel. Also please provide the drawing of the absorber panel and the absorber GA drawing.	Clause 2.5.1 to be read as: “Absorber tower have top elevation of approx. 47 mtr with 7 tier structure and average casing panels have size (6000mmX4000mmx5 mm.)” Drawings will be provided prior to start of work.
2	Clause 2.5.2 of Chapter – II: Scope of Work (Page-56/158)	Clause 2.5.2: Absorber System W/D (wet dry) interface having lining of C276 material. Site welding of liner is in the contractor scope. BHEL supplied the liner with plug welding and special electrode for the welding of liner shall be supplied by BHEL Ranipet. Welding to be done as per approved procedure of BHEL/PVUNL.	We presume that BHEL will provide the casing plates with liner, plug welded at shop and welding we do at site is the joint welding between the two casing plate including the carbon steel and C276 liner plate welding. No plug welding is included in the contractor scope. Please clarify.	BHEL will provide the liner with plug welding at shop however if plug welding required at site during execution same shall be arranged by the agency. Special Electrodes for welding of liner shall be supplied by the BHEL.

Ref: Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 3 of 9-----

3	Clause 2.5.3 of Chapter – II: Scope of Work (Page-57/158)	Table-1 regarding Tank Dimension and Qty	The serial No 1 is missing in the Table. Please clarify.	It's a clerical error. SN 1: is Null and Void. Table -1 Contains complete information.
4	Clause 13.4 (I) (Page 120 of 158) & Clause 17 (Page 144 of 158)	ARRANGING PAINTS, PRIMERS ETC FOR ALL ERECTED MATERIALS UNDER SCOPE OF ESP PACKAGE IS IN THE SCOPE OF Contractor. & 17 PAINTING Touch-up Painting: All structures / components shall be supplied from BHEL units/ workshops with finish coats of paint. Therefore final painting is not applicable in the scope of contractor. However touch up painting (wherever required), incidental to the work, shall be in the scope of the contractor, including supply of the required paints and primers and associated consumables.	In clause 13.4(I) it is mentioned that for all erected parts arranging paints and primers is in contractor scope. But in chapter 17 it is mentioned that only touch up painting is in contractor's scope. Please clarify the difference.	Arranging paints, primers only for touch up painting shall be in the scope of agency.

Ref: Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 4 of 9-----

BB) Amendment

SN	Refer Tender Clause TCC of Vol I Tech Bid	Existing Provision			Amendment / To be read as		
1	Clause no. 7.1 Payment schedule for ESP works of Chapter-VII: Terms of Payment (Pg No- 83/158) Terms of Payment Stages /Milestone Payments (15%)	SL NO	Contract (Package-A & package-B)-->	ESP	SL NO	Contract (Package-A & package-B)-->	ESP
			Rate schedule Identifier ----->	ESP (1.1)		Rate schedule Identifier ----->	Modified payment terms (ESP 1.1)
		II	STAGE/MILESTONE PAYMENTS (15%)		II	STAGE/MILESTONE PAYMENTS (15%)	
		2.1	AIR & GAS TIGHTNESS TEST	1	2.1	AIR & GAS TIGHTNESS TEST	1.5 (6X0.25)
		2.2	GAS DISTRIBUTION TEST	1	2.2	GAS DISTRIBUTION TEST	1.5 (6X0.25)
		2.3	CHARGING OF ESP FIELDS	4	2.3	CHARGING OF ESP FIELDS	3 (6X0.50)
2	Point No -37 of Chapter – IV: T&Ps and MMEs to be deployed by Contractor (Pg 72/158)	Point No -37 “AIR LEAK TEST EQUIPMENTS WITH ALL AUXILIARIES-01 SET- FOR AIR LEAK TEST OF ESP DUCTING ETC.”			Point No -37 “AIR LEAK TEST EQUIPMENTS WITH ALL AUXILIARIES-01 SET- FOR AIR LEAK TEST OF ESP DUCTING ETC.” - stands deleted/null & void.		
3	Chapter-V: T&P and MMEs to be provided by BHEL on sharing basis (Pg No. 77-158)	Sl no. 2: Air Leak Test equipment with all auxiliaries			Sl no. 2: Air Leak Test equipment with all auxiliaries (Air Blower for ESP ATT) shall be provided by the BHEL.		

Ref: Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 5 of 9-----

CC) ISSUE OF Integrity pact Signed by BHEL:

In ANNEXURE-3 of NIT of the subject tender format of Integrity Pact was given which stands deleted.

However the signed copy by BHEL of the integrity pact is issued herewith. The same shall be applicable for the subject tender.

All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing.

Bidders are requested to submit as a part of Technical Bid, a copy of this corrigendum duly countersigned by the authorized signatory and stamped with the Official seal as a token of Bidder's unqualified acceptance of this corrigendum/ digitally signed.

This letter is hosted as file titled "Corrigendum-01 Clarifications" against NIT-2099-2100 on e-Procurement Portal of BHEL i.e. <https://bhel.abcprocure.com>.

BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.

Thanking you,
Yours faithfully,

AGM (Purchase)

Enclosure: Integrity pact Signed by BHEL

Ref: Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 6 of 9-----

ANNEXURE-3 of NIT

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 self 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.

Ref: Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 7 of 9-----

- 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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidders (s)/ Contractor(s) shall disclose the name and address of agents and representative in India and India Bidder(s)/Contractor(s) to disclose their foreign principals or associates. 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 Banning 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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 8 of 9-----

6.2 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)/ Contractors(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 in line with Non-disclosure agreement.
- 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 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/Prevention of Corruption 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.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Ref: Ref: BHE/PW/PUR/NTPRT-ESP FGD U1, U2/2099-2100/Corr-01/Clarifications

Dt: 16/05/2019

-----Page 9 of 9-----

Section 9 – Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidder 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified 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

For & On Behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal).

Place -----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
