

CORRIGENDUM-1 dated 27 Sept 2019 TO TENDER SPECIFICATION ENQ 19 PS 0005 PUR 24 dated 26 Sept 2019.

Sub: DESIGN, SUPPLY, CONSTRUCTION, ERECTION AND COMMISSIONING OF BOP PACKAGE INCLUDING CIVIL FOR 5 X 800 MW YADADRI TPS.

A. The following clause in Notice Inviting Tender (NIT) is revised as below: -: -

S No	Clause No	Existing in Tender	Revised as
1	Point No: 2 a), Financial Qualification Requirements of Annexure II of NIT.	The average annual turnover for the preceding three financial years of the Bidder should be at least Rs 11.40 Crores or in equivalent foreign currency (the rate of conversion shall be TT selling rate of the State Bank of India on the date of techno-commercial bid opening).	The average annual turnover for the preceding three financial years of the Bidder should be at least Rs. 1140 Crores (Rupees One Thousand One Hundred and Forty Crores) or in equivalent foreign currency (the rate of conversion shall be TT selling rate of the State Bank of India on the date of techno-commercial bid opening).

Accordingly, the earlier NIT file uploaded in tender is deleted and the revised NIT file incorporating aforesaid revision is enclosed herewith.

NOTE:

1. ALL OTHER CONDITIONS REMAIN UNCHANGED.
2. BIDDERS ARE REQUESTED TO CONSIDER THIS CORRIGENDUM AS PART OF TENDER SPECIFICATION AND QUOTE ACCORDINGLY.

Encl: NIT (16 pages)

-sd-
Sandipan Biswas
AGM/SCT & Purchase



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
POWER SECTOR- SOUTHERN REGION
NOTICE INVITING TENDER (NIT)

NIT No: ENQ 19 PS 0005 PUR 24

Date: 26-Sep-19

BHEL invites offers from reputed Vendors as per following terms and conditions -

1. Mode of Enquiry	E - PROCUREMENT	
2. Project	5x800MW YADADRI TPS	
3. End Customer	TSGENCO	
4. Executing Agency	BHEL-PSSR	
5. Package	BOP	
6. Technical scope as per Technical Spec.		
7. Due Date & Time	17 October 2019	3.00 PM IST
8. Earnest Money Deposit (EMD)	Rs 38,00,00,000/- Rupees Thirty-Eight Crores only	
9. Contract Performance Bank Guarantee	As mentioned in GCC	
10. Tender Cost	NIL	
11. Numbers of Part Bid	Tender is to be submitted in 2- Part bid as follows:	
	a. Part-I: Techno-Commercial Bid: Comprising of technical offer, Commercial terms and conditions, unpriced copy of price bid, unpriced copy of Annexure-II of GCC Rev 0 (Cost of Withdrawal), if any, and PQR supporting documents. b. Part-II: Price Bid: Containing prices, cost of withdrawal of deviation, if any (As per Annexure-II of GCC Rev 0), to be uploaded, strictly, as per price schedule of BHEL for complete scope of Tender enquiry in e-procurement portal bidding form only.	
12. Technical Scope	As per Technical Specification published in Technical Conditions of Contract	
13. Last Date for Seeking Clarification	10 October 2019	
14. Schedule of Pre Bid Discussion	10 October 2019	
15. Prequalification Requirement as given in Annexure II of this NIT	Financial PQR- YES	Technical PQR- YES



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16. Delivery terms	FOR destination and DDP basis
17. Delivery Schedule :- As per SCC	
18. Rates / prices shall be firm till completion of the contract (PVC and ORC not applicable)	
19. CIF Content	Maximum admissible CIF value for this tender shall be intimated later
20. HSE (Health, Safety & Environment) requirement of BHEL	YES (As per Annexure XII of GCC)
21. Integrity Pact Applicability	YES (As per Annexure I of NIT)
22. Bidders who fulfil TECHNICAL & FINANCIAL PRE-QUALIFICATION REQUIREMENT CRITERIA are eligible to participate in this tender. Bidders are requested to provide the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS".	
23. Bids of only those bidders who meet the Technical and Financial Pre-Qualifying requirements shall be evaluated.	
24. Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis for complete scope of the tender with necessary loading as applicable. In case of PBO, the loading (technical/ commercial), if any, shall be added by BHEL for evaluation. In case of RA, the loading (technical/ commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.	
25. Latest Update	All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) & https://bhel.abcpocure.com . Bidders should regularly visit websites to keep themselves updated.
26. Integrity commitment, performance of the contract and punitive action thereof: 26.1 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. 26.2 Commitment by Bidder/ Supplier/ Contractor:	



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- 26.2.1 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.
- 26.2.2 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.
- 26.2.3 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 and/or under applicable legal provisions”.

27. Bidder is requested to quote their best competitive prices. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the 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. 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 price bid already submitted to BHEL along with the offer (Through e-procurement portal). **The price bid (Through e-procurement portal) 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 & price through e-procurement portal) 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 price bid (Through e-procurement portal) 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).”

Link for RA guidelines to be followed is:

http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf



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28. Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation as per Annexure-II of GCC, along with reasons for taking such deviations.

29. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL:

S. No.	IEM	Address	E-MAIL
1	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com
2	Shri Arun Chandra Verma IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com

The Integrity Pact as enclosed in the NIT is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. (Refer Annexure-I of NIT for Integrity pact).

Please refer Section-8 of Integrity Pact for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the IEMs mentioned in the NIT. All correspondence with the IEMs shall be done through email only.

“No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided under SI no 34 of this NIT”.

30. In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period.

31. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor.

32. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.

33. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC).



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34. All other correspondence till issue of Letter of Intent (LOI) thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Mr. Sandipan Biswas
AGM-SCT & Purchase
M/s Bharat Heavy Electricals Ltd.,
Power Sector- Southern Region,
690, Anna Salai, Nandanam,
Chennai - 600035
E-MAIL: bsandipan@bhel.in
Ph. No. 044-28286757

Mrs. J. Hena Eben
DGM-Purchase
M/s Bharat Heavy Electricals Ltd.,
Power Sector- Southern Region,
690, Anna Salai, Nandanam,
Chennai - 600035
E-MAIL: hena@bhel.in
Ph. No. 044-28286874

35. Foreign and indigenous bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist are uploaded on www.bhel.com for participating in tender enquires through e procurement.

36. Important Details for Foreign Bidder-

- Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b of GCC) for recognition of despatch.
- For claiming payment under clause 9.3.1 of GCC, Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b)
- There will be no change in MRC payment.

37. Bidder to note that this is an Open Tender enquiry & price bid (Part-II) opening/RA participation shall be subject to following condition:

- a) **Techno-commercial recommendation of bidder by the BHEL-PSSR.**
- b) **Approval of bidder by End Customer (TSGENCO).** Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid.

38. 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.

39. BGs should be in favour of respective BHEL Unit. L1 Vendor will be required to submit BGs as per GCC.

40. Bidders to note that offers shall be submitted strictly in accordance with the requirements of all the enclosed Tender Documents. All Documents shall become part of the Order/Contract after its finalisation.



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41. In the event of any contradiction in the terms and conditions mentioned, the order of precedence shall be N.I.T. covering letter (including Tech Spec) followed by SCC and followed by GCC.
42. CGST/SGST/UGST/IGST shall be paid at actuals against documentary evidence.
43. **Construction Power, Construction Water & Storage Space shall be as per SCC Rev0.**
44. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ POWO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. The package is not divisible in nature.
Vendors are required to provide the following certificate along with the part-1 bid:
(i) A Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(ii) Provide the details of the location(s) at which the local value addition shall be made.
45. **Conciliation Guidelines** - The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
- Notes:
1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Clause 38 of GCC(Annexure XI of GCC).
- Annexure XI of GCC, together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this NIT. The Purchaser/Contractor/Seller agrees that the Purchaser/Contractor/Seller may make any amendments or modifications to the provisions stipulated in Annexure -XI of GCC from time to time and confirms that it shall be bound by such amended or modified provisions of Annexure -XI of GCC with effect from the date as intimated by BHEL to it.
46. MSME/Start up: - Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PSSR is in the process of registering with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) platform to avail the facility as per GOI guidelines.



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47. 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.

48. The offers of the bidders who are on the banned list 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 http://www.bhel.com/vender_registration/vender.php.

49. In addition to above, the terms and conditions shall be as per GCC Rev 0 and SCC of the project (copies enclosed).

50. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall become a part of the Order/Contract after its finalisation.

51. Tender submission through e-procurement portal- Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement Portal of M/s e Procurement Technologies are also listed below:

e-procurement service Provider details:

M/s e Procurement Technologies limited, Ahmedabad
B705. Wall Street II, Opp Orient Club, Near Gujrat college, Ellis Bridge, Ahmedabad,
PIN 380 006.

Please get in touch with our service provider at the earliest for required support. The contact details of the service provider are given below:

Name	Contact Nos.	e-mail ID	Role	Location
Mukunthan	+91 6353215001	Trichy.bhel@eptl.in	Support Executive	Trichy
Tej Singh	+91 6353215002	Bhopal.bhel@eptl.in	Support Executive	Bhopal
Sanjeev Kumar	+91 6353215003	Jhansi.bhel@eptl.in	Support Executive	Jhanshi
Gaurav Panwar	+91 6353215004	Haridwar.bhel@eptl.in	Support Executive	Haridwar
Mallikarjun	+91 6353215005	Bengaluru.bhel@eptl.in	Support Executive	Bangalore
Avinash Govu	+91 6353215007	Hyderabad.bhel@eptl.in	Support Executive	Hyderabad
Swapnil Hamilton	+91 7940270549	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 7940270560	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 7940270590	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 7940270545	prashant@eptl.in	Asst. Manager – Implementation & Support	HO – Ahmedabad



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Dharam Rathod	+91 7940270596	dharam@eptl.in	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 7940270532	pradip@eptl.in	Sr Mgr – Implementation & Support	HO Ahmedabad –

52. Bidders shall upload their offers meeting the requirements of the tender documents. The following documents need to be uploaded on our e-procurement portal:

- Offer forwarding/ covering letter
- Acceptance of GCC Rev.0 & SCC of the project.
- Duly filled-in 'No deviation certificate' as per prescribed format (Annexure-II) in GCC Rev-0.
 - Important points- In case of any deviation, the same should be submitted separately for technical & commercial parts along with their cost of withdrawal, indicating respective clauses of tender against which deviation is taken by bidder. [Deviation sheet (cost of withdrawal) – annexure –II of GCC Rev-0]
 - It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
- Supporting documents for FINANCIAL PQR and TECHNICAL PQR
- A copy of this NIT duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
- Un-Priced price schedule (format) duly filled in 'Quoted' or 'NA' in each column/row in e-procurement bidding form.
- Priced Copy- BOQ-cum-price schedule in e-procurement bidding form only.
- Certificate as per Make in India circular
- Documents required for approval from end customer (TSGENCO)

53. Your best quotation/offer for the above requirement, in line with our terms and conditions, should be uploaded through e-procurement Portal. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened at 15:30 hours on due date through e-procurement Portal.

Important Note to Bidders

- **Bidders to note that this Tender is based on International Competitive Bidding (ICB)**
- **Currency of Bids: Bids in INR only acceptable.**

Thanking You.
For and on behalf of BHEL

AGM/SCT & Purchase
BHEL-PSSR

Enclosures:

- i. Annexure I of this NIT - Integrity Pact
- ii. Technical Specification, Technical & Financial PQR
- iii. Health & Safety Guidelines of BHEL.
- iv. Price format/schedule (as per online bidding form in e-procurement) + DEVIATION SHEET (COST OF WITHDRAWAL) Annexure-II of GCC Rev-0.
- v. SCC of Project.



ANNEXURE- I

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 or 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.



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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)/ Contractor(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 Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(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



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outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 – Disqualification from tender process & exclusion 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 the 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 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 Penalty 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 this 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 adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.



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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 Subcontractor, 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) / Sub-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 meetings 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.



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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 organisation.

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.

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 bidders 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 remainder 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



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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)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____



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ANNEXURE II

The Pre-Qualification Requirement (PQR) is as below:

1. Technical Qualification Requirements:

The Bidder should have executed / be executing contract on Engineering, Procurement and Construction (EPC) basis for Balance of Plant including associated civil, structural, mechanical, electrical and C&I work of at least (1) one coal based thermal power plant having unit capacity not less than 500MW which shall include the following packages:

1. Coal Handling Plant
2. Ash Handling Plant
3. Natural Draft Cooling Tower
4. Pre Treatment plant & DM plant

and which has been commissioned (i.e. COD-Commercial Operation Declaration) during the last ten (10) years and should have been in commercial operation for not less than one (1) year as on the latest date of bid opening.

2. Financial Qualification Requirements:

- a) The average annual turnover for the preceding three financial years of the Bidder should be at least Rs 1140 Crores or in equivalent foreign currency (the rate of conversion shall be TT selling rate of the State Bank of India on the date of techno-commercial bid opening).
- b) The Net Worth of the Bidder as on the last date of the preceding financial year shall be positive as on date of techno commercial bid opening.
- c) The Bidder must have earned net profit after tax in any one of the preceding three financial years.
- d) In case of foreign bidder, latest report from reputed third party business rating agencies like D & B, Credit Reform etc. shall be submitted for evaluation and consideration of offer.
- e) In case of Indian bidder, the bidder shall not be under CDR (Corporate Debt Restructuring), NCLT or BIFR (Bureau of Industrial Reconstruction) as on the date of NIT. The Bidder should submit a certificate from their principal banker/statutory auditor declaring that the Bidder is not under CDR or NCLT or BIFR

The bidder shall submit audited balance sheet and profit and loss account in support of a), b) and c) above.

3. Other Conditions:

- a) Experience based on execution(s) under Consortium or Joint Venture or collaboration or MOU shall not be considered.
- b) Consortium or Joint Venture or collaboration or MOU in any form is not allowed for the Bidding Process.

4 Mandatory Documents to be submitted:

The bidder shall submit following supporting documents meeting above mentioned pre-qualifying requirement



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- c) Copy of performance certificate (in English) from end user along with copy of related PO (purchase orders) or LOI (Letter of Intent) or LOA (Letter of award) or WO (Work orders) in support of PQR clause.
- d) The Bidder shall submit end user certificate to establish his credentials with respect to qualifying requirements stated above.
- e) Audited financial statements, duly signed by the authorized personnel/agency, of the last three preceding years as on date of techno-commercial bid submission.

5 Approval of the agency by end-customer(TSGENCO) is applicable.