



Bharat Heavy Electricals Limited
Transmission Business Group
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Plot No. 7, Sector-142, Expressway, Noida-201305
Distt. Gautam Buddha Nagar, U.P
Phones: 0120-6748480, Fax: 0120-6748581

SUBJECT- CORRIGENDUM TO NIT No.33506 / ENQUIRY No.157E078

1. Project : Tan-Transco Ariyalur
2. Equipment / Item : 765kV Isolator
3. Enquiry No. / Date : Enquiry No.157E078 dated 07.07.2017, due on 01.08.17

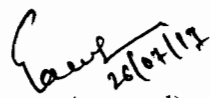
With reference to the above tender, please note that-

- 1) Following clause related to “Anti-Profitteering Certificate” is incorporated in STC-

“Bidder to provide the Anti-profitteering certificate under Sec 171 of the GST Act; “that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices.”

- 2) Format of ‘Integrity Pact’ was left while uploading NIT documents, so same is enclosed and uploaded now.
- 3) Technical QR has given revised as per enclosed Annexure-A Rev.01, Same is incorporated in STC and uploaded for information of all bidders.
- 4) Due date of techno-commercial bid submission and opening has been extended to 08.08.2017.

All other terms and conditions of tender shall remain same. Kindly ensure submission of your offer by due date.


(Gaurav Agarwal)
Dy. Manager (TBMM)

1. Enquiry is floated through E-procurement system and hence Offer has to be submitted through EPS portal only (<https://bheleps.buyjunction.in>).
2. For any technical clarification, pls contact Shri Ved Prakash Meena, Sr. Engineer (TBEM); Contact No. 0120-6748462; e-mail: ved@bhel.in
3. For any commercial clarification, pls contact Mr. Gaurav Agarwal, Dy. Manager (TBMM); Contact No.0120- 6748480; e-mail: gaurav.agarwal@bhel.in
4. Proposed delivery plan is **Feb-2018**. However, vendor has to quote their best possible delivery plan in activity schedule to meet the tender's delivery requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).
5. **PQR- Technical QR**: As per enclosed **Annexure-A Rev-01** attached with Technical Specification.
6. PQR qualified bidders are required to submit following documents for customer approval :
 1. Valid type test reports (wherever applicable).
 2. Copy of latest POs (preferably for SEBs , state utility, PGCIL, NTPC, Govt. Utilities).
 3. Performance certificate.
 4. Balance sheet of last 3 years.

Offer acceptance is subject to approval by end customer.

7. Reg. vendor approval at BHEL, TBG- Supplier to visit <https://supplier.bhel.in/>. for online registration at TBG.
8. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
9. Clause-34 of GTC : **INTEGRITY PACT** :

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.

 - (a) 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. A panel of Independent External Monitor (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorised signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Details of IEM for this tender is furnished below-

Mrs. Pravin Tripathi, IA & AS, (Retd.),

Address- D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068

Email : pravin.tripathi@gmail.com

b) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be address to the IEM (Phone/post/email) regarding the clarification, 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.

10. Clause-5 of GTC (**Guarantee**): In addition to guarantee clause as mentioned in GTC, following is also to be given by bidder-

“Guarantee for goods and works shall remain valid for 36 months for the specified works from the date of commissioning of works in all respects and taking over by the Tan-Transco (date is 31.03.2019).”

11. ANTI PROFITEERING CLAUSE:

Bidder to provide the Anti-profiteering certificate under Sec 171 of the GST Act; “that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices.

12. Vendor to certify in the unpriced bid that they have quoted as per the specified price format of the tender, otherwise their offer shall be liable for rejection.

(Sign and seal of Bidder)

TECHNICAL REQUIREMENT

Name of Project: - 765/400kV AIS S/S ARIYALUR

Name Of Item : - 765kV Isolator

Sr. No	Technical Requirement	Supporting documents	Reference of attached documents
1.	The manufacturer whose 765kV Isolator(s) are offered, should have designed, manufactured, type tested (as per IEC/IS) for 40kA or above fault level and supplied 715kV or above class isolator, and 40kA fault level which are in satisfactory operation* for at least two (2) years as on the date of award of contract (i.e.31.03.2017) And wherever the specified fault level of the isolator is more than 40 kA, in addition to the above, the offered Isolator should have been designed, manufactured, type tested to specified fault level (50kA for 1s) as on the originally scheduled date of bid opening (i.e.30.09.2016). OR	1 .Bidder to Provide Compliance/Confirmation of fulfilling SL No.1 Technical Requirement. 2. Performance certificate /Letter /MOM etc. issued by end customer for Satisfactory operation 3. PO Copy 4. Inspection/ dispatch clearance 5. LR details 6. Commissioning Report/ Handing over Documents Etc.	
2.	765kV Isolators may also be offered from the manufacturer, who have established production line in India and have manufactured & type tested (as per IEC/IS) for 40kA or above fault level ,715kV or above Voltage class Isolator manufactured in their Indian works, which are in satisfactory operation* as on the date of award of contract(i.e.31.03.2017). In case the above Isolator is not in satisfactory operation* for two (2) years as on the date of award of	1 .Bidder to Provide Compliance/Confirmation of fulfilling SI. No.2 of Technical Requirement.	

TECHNICAL REQUIREMENT

	contract (i.e.31.03.2017), the manufacturer shall furnish performance guarantee for an amount of 10% of the ex-works cost of the Isolator. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the manufacturer and wherever the specified fault level of the isolator is more than 40 kA, in addition to the above, the offered Isolator should have been designed, manufactured, type tested to specified fault level (50kA for 1s) as on the originally scheduled date of bid opening (i.e.30.09.2016). *satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remarks.	2. Performance certificate /Letter /MOM etc. issued by end customer for Satisfactory operation. 3. PO Copy Bidder 4. Inspection/ dispatch clearance Bidder 5. LR details Bidder 6. Commissioning Report/ Handing over document 7. Confirmation of Performance Guarantee of 10% of the ex-works of Cost of Isolator. Etc.	
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Signed with Seal of Bidder.

Date

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.
 - 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 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 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 outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and 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 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 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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors 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 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.
- 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 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 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 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) _____
