

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5834/4175	ENQUIRY NO. B/4222/2016/5151V/1 PACKAGE: Condenser Air Evacuation Package PROJECT: 2X800 MW Uppur & 1X800 MW North Chennai DATE OF ISSUE OF ENQUIRY: 02/06/2017
--	---	---

Corrigendum of tender No. B/4222/2016/5151V/1 dated 02/06/2017 of Condenser Air Evacuation Package for 2X800 MW Uppur & 1X800 MW North Chennai Project

Description of Corrigendum:

1. Enquiry Opening Date is revised. New due date of Opening of tender is 21st July-2017
2. The Pre-Qualification Requirement (PQR) has been revised. Revised PQR is attached herewith (below of this document). Please ensure submission of offer as per revised PQR.
3. In case any vendor has already submitted their offer and wish to submit their revised offer, they may submit the same within revised Enquiry Opening Date. Only latest offer will be opened in tender room.
4. **Integrity Pact:** Please submit two ink-signed copies of filled in integrity pact along with your offer. Format of integrity pact attached herewith (below of this document). Offers of the Bidders not agreeing to submit signed integrity pact, will not be considered.

PRE-QUALIFICATION REQUIREMENTS

Bidder is required to meet the pre-qualification requirements (PQR) for supply of Condenser Air Evacuation Package as per criteria stipulated below. Further, Bidder to furnish documents/ details as per Annexure-1, 2, 3, 4&5 (as applicable), along with the technical offer for proven criteria stipulated below.

	Pre-Qualification Requirements	Vendors Confirmation Indicating page no. where documents are placed
1.0	Bidder/Vendor (Qualified Equipment manufacturer) should have designed, manufactured, tested and commissioned as per HEI- performance standard for "Condenser Air Evacuation package" (Liquid ring Vacuum Pump package) and supplied "Condenser Air Evacuation package", for at least two (2) number Purchase orders (P.Os) and having Free dry Air Capacity 40 SCFM or higher at 1" Hg (abs) and ITD not more than 13.3 deg C for power plant application. "Condenser Air Evacuation package" supplied against at least one P.O should be in successful operation for a period not less than one (1) year, as on date of submission of bid.	
2.0	The Indian bidder can offer referred equipment in clause 1.0, provided that it has technical collaboration or valid licensing agreement (for design/engineering, manufacturing, testing and supply of such equipment) in India from a manufacturer who meets the requirements stipulated at clause 1.0 above. Indian Bidder should have executed at least one P.O of Vacuum pump package having Free dry Air Capacity 20 SCFM or higher at 1" Hg (abs) and ITD not more than 13.3 deg C, which is in successful operation for a period not less than one year, as on date of submission of bid.	
2.1	Before taking up the manufacturing of such equipment, the Indian bidder should have created manufacturing and testing facilities at its works as per Collaborator/Licensors design, manufacturing and quality control system for such equipment duly certified by Collaborator/Licensors.	
2.2	Further, the Collaborator/Licenser should have provided all design, design calculation, manufacturing drgs and should have provided technical and quality surveillance assistance and supervision during manufacturing, testing & commissioning of equipment.	
3.0	An Indian JV/ Subsidiary company in India can offer referred equipment in clause no 1.0, provided that it has a valid collaboration or licensing agreement (for design/engineering, manufacturing ,testing and supply of such equipment) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 1.0 above.	
3.1	Indian Bidder should have executed at least one P.O of Vacuum pump package having Free dry Air Capacity 20 SCFM or higher at 1" Hg (abs) and ITD not more than 13.3 deg C, which is successfully commissioned at project site.	
3.2	In addition, the Indian JV/ subsidiary Company and qualified equipment manufacturer shall furnish DJU (Deed of Joint Undertaking) in which executants of the DJU shall be jointly and severally liable for the successful performance of the equipment. JV should be maintained for a lock-in period of min 7 years from the date of bid opening.	
3.3	Before taking up the manufacturing of such equipment, the Indian bidder should have created manufacturing and testing facilities at its works as per Collaborator/Licensors design, manufacturing and quality control system for such equipment duly certified by Collaborator/Licensors.	
3.4	Further, the Collaborator/Licenser should have provided all design, design calculation, manufacturing drgs and should have provided technical and quality surveillance assistance and supervision during manufacturing, testing & commissioning of equipment.	

27/06/17
Shiva Kant

27/6/17

Documents/Details to be submitted for proven criteria mentioned in clause 1.0, 2.0 & 3.0 of PQR:**A. For Clause 1.0 of PQR : Qualified Equipment Manufacturer**

Bidder to submit following documents in support of above confirmation:

- Copies of Un-price purchase orders (P.Os).
- Test certificates for performance test of complete package for capacity & power Vs Suction pressure, duly co-relating PO No. / Serial no of Package. This Test certificate should be issued by third party inspection agency or acceptance by Customer/end user.
- Shipping/dispatch document in support of supply of Vacuum pump packages against P.Os at sl no (a).
- Copy of end user certificate issued on letter head as per Annexure-2 for successful operation for one year for at least one P.O given at sl no (a).
- Details of Equipment as per Annexure-3.
- Details of Questionnaire as per Annexure-4.

B. For Clause 2.0 of PQR

- Bidder to furnish documents mentioned against clause no. A of above to meet the requirements stipulated at clause 1.0 for Qualified Equipment Manufacturer.
- MOU/ certificate of collaboration/ licensing agreement for design, engineering, manufacturing, testing and supply of referred equipment in India.
- Copy of Un-price purchase order (PO).
- Copy of end user certificate issued on letter head as per Annexure-2.
- Details of Equipment as per Annexure-3.
- Details of Questionnaire as per Annexure-4.
- Bidder to furnish certificate in support of clause no 2.1 & 2.2 from the collaborator/ licensor/ Qualified Equipment Manufacturer.

C. For Clause 3.0 of PQR:

- Bidder to furnish documents mentioned against clause no. A of above to meet the requirements stipulated at clause 1.0 for Qualified Equipment Manufacturer.
- Details of Subsidiary/JV Company as per Annexure-5.
- Copy of Un-price purchase order (PO).
- Copy of commissioning certificate signed by customer, duly co-relating P.O No. / Serial no of Package.
- Details of Equipment as per Annexure-3.
- Details of Questionnaire as per Annexure-4.
- Bidder to furnish certificate in support of clause no 3.3 & 3.4 from the collaborator/ licensor/ Qualified Equipment Manufacturer.

Note:

If the Design Parameters, Guaranteed Figures, Equipment Features etc., are not clearly brought out in the bid or not supported by the information required as per specification, or have not been considered in bidder's offer, in accordance with specification requirements of reliability, availability, operability and maintainability of the equipment, then BHEL has right to reject the bid (s).

Suba
27/06/17
(Signature)

Bhel
27/6/17

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) _____
