

Land border sharing certificate

To,

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for “**HVAC System**” as per Technical Specifications No. **PE-TS-485-(571-13000-A)-A001 for 1X800 MW TANGEDCO North Chennai TPS Stage-III FGD** against BHEL Tender No.....
2. Order no. F.No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that M/s (Company Name) is not from such a country.

Thanking You,
Yours faithfully,

Director/Proprietor/Partner
M/s _____

LOCAL CONTENT CERTIFICATE

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector 17 A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No.:

Name of Package:

Project Name:

Dear Sir,


It is certified that items offered by M/s..... for “HVAC System” as per Technical Specifications No. PE-TS-485-(571-13000-A)-A001 for 1X800 MW TANGEDCO North Chennai TPS Stage-III FGD has local content of %

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 and M/s..... qualify as Class supplier.

It is further confirmed that address of the location at which the local value addition is made will be as follows:

Thanking You,
Yours faithfully,

**BHEL-PEM-MAUX
PRE-QUALIFICATION CRITERIA**

	PACKAGE: HVAC FOR FGD STANDARD PQR PROJECT: 1X800 MW TANGEDCO NORTH CHENNAI STAGE III (FGD SYSTEM PACKAGE) PRE-QUALIFICATION REQUIREMENT	PE-PQ-485-(571-13000-A)-A001	
		DATE	11/11/2022
		REV NO	00

1.	<p>Supplier should have designed, supplied, erected and commissioned at least one (1) number of both the following systems: -</p> <ul style="list-style-type: none"> • AC system: - Minimum installed capacity of AC system shall be 30 TR (Chiller/Precision package AC/Condensing unit/Package AC/ Ductable Split AC). • Ventilation System: - Minimum installed capacity of single UAF / Air Washer / Fan Filtration (With Centrifugal Fan) unit shall be 50,000 CMH along with associated ducting work etc. for complete Ventilation system.
2.	<p>The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement.</p> <p>Copy of minimum one(1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of Intent(LOI) or letter of Award(LOA) or Work Order (WO) specifying that the product is running successfully for one (1) year from date of commissioning as on date of bid opening in support of PQR clause at S. No. 1.0 above.</p>
3.	<p>Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate / purchase order.</p>
4.	<p>Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.</p>
5.	<p>Notwithstanding anything stated above, CUSTOMER/BHEL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.</p>
6.	<p>Consideration of offer shall be subject to customer's approval of bidders, if applicable.</p>
7.	<p>After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.</p>
8.	<p>The bidder shall meet PQR based on its own credentials. Bid from joint venture (JV) company / Consortium bid is not acceptable.</p>



PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

NORTH CHENNAI-III-FGD

PACKAGE:

HVAC

CRITERIA FOR EVALUATION - FINANCIAL :

Average annual financial turnover during the last Three Financial Years should not be less than
Rupees Seventy Six Lakh(s) Only

Amount (in Rs.)
Rs.76,00,000.00

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

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 _____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 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 shall await their decision in the matter.

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 , terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance 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 is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Sumeet Sahay
Digitally signed by Sumeet Sahay
 DN: cn=Sumeet Sahay, o=Bharat
 Heavy Electricals Ltd, ou=PS-PEM,
 email=sumeetsahay@bhel.in, c=IN
 Date: 2022.04.28 14:57:08 +05'30'

For & On behalf of the Principal
 (Office Seal)

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

Place-----

Date-----

SHARAD
 Witness:
CHANDRA
 (Name & Address)

Digitally signed by SHARAD CHANDRA
 DN: c=IN, o=SHARAD HEAVY ELECTRICALS LIMITED, ou=POWER SECTOR,
 PROJECT ENGINEERING MANAGEMENT (PS-PEM), postalCode=201301,
 SCUTTAR PRADESH,
 2.2.A.20-08916018625cac45670e8ff7d15d090921775267d5d6c6d63d
 -----BEGIN-----
 sha1Digest=BD2948864F2C2291CB1007210178DC109E308A,
 serialNumber=411890C6A63E22088E465C0C062D1A2B15E342C
 98EC8B22C928FF83, o=SHARAD CHANDRA
 -----END-----

Witness: _____
 (Name & Address) _____



concentrations between minimum and maximum without exceeding the emission values of SO₂ emission of less than 100 mg/Nm³ (6% O₂ dry).

In case of failure of the SG and ancillary equipment, the FGD plant shall be brought automatically to the off-load operation without restriction by the current load case by suitable measures.

In case of a power failure all items of equipment (minimum one agitator in absorber and limestone slurry tank, process water pump & lube oil system of booster fan & ball mill) which may cause irreversible damage to the FGD System shall be connected to the emergency power supply system to be provided by the Contractor. Bidder shall furnish a list of all of all such Auxiliaries in their bid proposal.

In case of shutdown and outage periods, draining and flushing of limestone slurry and gypsum slurry pipe work, tanks and all other items being in contact with limestone slurry or gypsum slurry shall be possible without restriction and without necessity of extensive or unusual preparation and activity. Draining and flushing which are required even during short time outages or an emergency shutdown shall be started automatically and by remote control from the Control Room.

All items or equipment which are subject to wear, abrasion or failure (e.g. nozzles, pumps, pipe work, etc.) shall be designed and installed for easy replacement, repair and maintenance.

The design and the construction shall be performed so as to avoid stress corrosion cracking, galvanic or other types of corrosion. Especially when using two different alloys, appropriate measures shall be taken to avoid corrosion. This is subject to approval by the Employer.

All items of equipment including flue gas ducts, expansion joints, etc. shall be designed considering thermal and mechanical strength as a function of the maximum temperature which might occur in case of a failure of any upstream equipment.

Waste water which might be generated during flushing and cleaning procedures of the equipment (e.g. lime slurry bins, pipes, trucks, etc.) shall be collected in sump and shall possibly be reused in the wet absorber.

In case distance from Limestone Grinding system/ Gypsum Dewatering and Absorber is more than 500M, Bidder shall provide the following:-

Flushing system at intermittent locations for the lime stone slurry pipeline which shall contain tank and pumps. Intermittent location distance of flushing system shall be based on their proven practice

4.1.0 Justification of Proposed Design

All the design procedures, systems, and components proposed shall have already been adequately developed and have demonstrated good reliability under similar or more arduous conditions elsewhere.

Booster Fans, Slurry Recirculation Pumps, Oxidation Blowers, Wet Limestone Grinding Mills, Slurry Pumps, Agitators, Vacuum Belt Filters, Gas to Gas Heat exchanger (GGH) & Booster Fan Motor for the Wet Limestone based Flue Gas Desulphurisation (FGD) System offered by the Bidder shall be only from such manufacturer(s) who has previous experience of manufacturing and supplying the respective equipment(s) and have been in successful operation in at least one (1) plant for a period not less than one(1) year prior to the date of Techno-Commercial bid opening



The Bidder shall submit with the offer, comprehensive information on how the L/G ratio, mass balance, spray nozzle cone angle, spray nozzle arrangement; limestone consumption etc. of the proposed design has been arrived at. The Bidder shall also submit along with the offer, a detailed write up on the proposed design features with recent design modifications, if any, and their specific advantages over the previous designs.

4.2.0 Statutory Approval

The engineering, design, supply and installation of FGD system and the associated auxiliaries shall comply with the applicable safety code and regulation of the locality where the system is being installed.

4.3.0 Location & Layout Requirements

The Bidder shall offer the best design to accommodate the Flue Gas Desulphurisation (FGD) System and Lime stone & Gypsum handling & storage system within the confines of the space available.

Approach road to every entity, facility, building etc. shall be provided by the contractor. Sufficient maintenance space to be ensured for FGD auxiliary by the contractor.

Fouling of the FGD structure with functioning of existing auxiliaries/structure shall be avoided.

The layout of FGD System have been indicated in the tender drawings No. FCE-1116127-GE-DWG-LAY-3000-001. The layout indicated is only for the purpose of the tender, Bidder shall consider necessary facilities required for the system in the available area allocated for the FGD, any interface with the existing shall be taken care by the Contractor without affecting the existing systems. Any relocation of the existing system (if required) shall be discussed and based on which a proposal shall be submitted and take the necessary approval from the Owner before execution of such changes.

Capital Overhaul of FGD System

Employer envisages to carryout the capital overhaul of units once in three (3) years. The design and materials for various equipment/auxiliaries etc. shall be selected by the Contractor keeping in view the above requirement of the Employer, such that no major repairs/replacements, requiring shutdown of the unit, are needed in between the capital overhauls.

4.4.0 Approach & Handling Facilities

Proper approach shall be provided for access to all equipment during normal operation and maintenance. Unless otherwise specified, platforms, staircase and ladders shall follow the stipulations specified elsewhere in this specification.

Equipment requiring monitoring during regular operation shall be approachable from the ground floor through staircase. Staircase with minimum width of 1200 mm shall be provided for approach to elevated structures at 5m height from the nearest platform. Below this height a vertical ladder with minimum clear width of 600 mm may also be acceptable.

Platform with a minimum clear width of 1000 mm shall be provided all around the lowest absorber spray levels and mist eliminators. Similar platforms shall be provided at subsequent elevations if they are more than 3000 mm apart from each other. An adequately sized manhole with platform (min. 2 sq. m) shall be provided above each spray level. Ladders/staircase shall be provided for the access to the platform.