

Record notes of discussion held at BHEL-ESD Bangalore on 16.05.2018 reg.
Pre-Bid Meeting for Design, Supply, I&C of Dry Room of <1% RH & <10% RH for
Li-ion Cell Manufacturing Facility at ESD - RFQ No: VMK0000018

Members Present

BHEL ESD/EDN

1. Dr. L N Satapathy
2. Mr. Magendra Varman A
3. Mr. Sundararajan M
4. Mrs. Bhagavadgita M
5. Mr. Pradeep Kumar L S
6. Mr. Ripandeep Singh
7. Mr. Srinivas B R
8. Mr. Rishav Kumar
9. Mr. Praveen Kumar Sinha
10. Mr. J Shashi Kiran
11. Mr. Vinay Kumar Pandey

Bidders

1. Mr. Ashok Kumar Prusty / M/s. Bry-Air
2. Mr. T Ragunath / M/s. Bry-Air
3. Mr. R Hariharan / M/s. Bry-Air
4. Mr. Ramesh Kumar / M/s. Munters

The following is the resume of the discussion on various points pertaining to RFQ No: VMK0000018 for above mentioned Subject:

1. **Delivery Period:** With reference to the S. No. 9 of Annexure-A of Page 15 & S. No. 12 of Annexure-B of Page 16 of CAPITAL 2017 (Scheme) for the Delivery period, BHEL clarified that Delivery period shall be within 16 weeks at BHEL-ESD from the date of Drawing Approval by BHEL. Complete set of documents for Drawing Approval shall be submitted within two week from the date of PO. I & C shall be completed within 22 weeks from the date of Drawing Approval by BHEL.
2. **HSN Code:** Bidders raised clarification regarding HSN code. BHEL clarified that Applicable **HSN Code along with GST no. of Bidder** should be furnished as per S. No. 04 of Annexure -B of Page 16 of CAPITAL 2017 (Scheme).
3. **Warranty:** With reference to the S. No. 6 of Special instructions- VMK0000018, S. No. 8 of Annexure-A Page 15 of CAPITAL 2017 (Scheme) & S. No. 11 of Annexure-B of Page 16 of CAPITAL 2017 (Scheme), BHEL clarified that Warranty quoted shall be 30 months from the date of supply or 24 months from the date of successful commissioning whichever is earlier.
4. **Company Performance:** BHEL requested all the bidders to furnish the specific details of Company Performance as per Annexure-1 (a. capacity details; b. performance of supplies to BHEL) along with the techno commercial bid (Part II).
5. **Integrity Pact:** BHEL requested all the bidders to furnish Integrity pact if applicable.

Dr. L N Satapathy
16/5/18

M. Sundararajan
16/5/18

R. Hariharan
16/5/18

Ramesh Kumar
16/5/2018

6. **Unloading, Movement & Storage:** BHEL clarified to Bidders that unloading of all the Equipments and movement inside the factory to the designated safe storage place will be in the scope of the bidder.
7. BHEL also confirmed that storage and E&C insurance will be in bidders' scope. Necessary lifting arrangements / facilities required and labour involved during receipt of the materials and during installation will be part of the bidders' scope.
- Necessary documents like Driving license, vehicle registration papers should be available with the drivers at the time of delivery of Goods. During installation and commissioning a copy of necessary documents like ESI/PF should be provided at the Security for the labourers hired by bidder without which the entry to the office premises will not be permitted as per Factory rules and Norms.
8. BHEL clarified that <1% RH is only for nomenclature purpose but the criteria is -45 deg C dew point at return air as specified in the specification PS-251-601 , page no 5, Under Detailed specification .
9. BHEL clarified that, wherever "**windows**" are specified in the specification PS-251-601, it represents **View panel /Viewing window**.
10. BHEL clarified that instead of one air shower common to both dry-rooms as mentioned in the specification, two separate air showers shall be supplied (one for each dry-room; each of size 2m X3m approximately). To accommodate the same, ante-room may be sized accordingly (The dry-room area shall remain same).
11. BHEL clarified that air-tight ducting should be fabricated through welding only. Pressure test shall be demonstrated on ducting as per SMACNA standards.
12. BHEL clarified that dew points sensors are required as per specification PS-251-601 page 11 under dew point sensor ,for both <1%RH and <10% RH dry rooms.
13. BHEL shall clarify on thickness and material / finish of dry room panel outer and inner skin based on discussions during pre-bid meeting with vendors on 16.05.18.
14. BHEL shall provide an electrical panel near the dehumidifiers. A maximum of 20 mtr cable (for each dehumidifier) may be required from electrical panel to dehumidifier input which shall be in vendor's scope.
15. Bidder shall provide a tempered glass partition of minimum 10mm thickness of 10m length & 2m height as a partition wall in mixing area.
16. A DB point shall be provided by BHEL in each dry room for lighting.
17. Bidders requested for extension of tender submission due date by at least 15 days specifying the short time for preparation of the bid. Accordingly Bid submission due date is extended till 28.05.2018 13.00 hrs.

All other terms and conditions shall remain as per subject NIT/ RFQ.

BHEL ESD/EDN

Sorabapathy
16/5/18

M. Sundar 16/5

[Signature]
16/05/18

Bidders

R. Ananthan
16/5/18

Amrith
16/5/2018

DETAILS OF COMPANY PERFORMANCE

A. Capacity Details:

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

* If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

Sl. No.	Name of M/c with broad specs.	Name of BHEL Unit	P.O. No. & Date	P.O. Value	Supply Date		Erection & Commissioning		Reason of delay, if any
					As per P.O.	Actual/ Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.									
2.									
3.									
4.									

Note: 1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.

2. Reasons for delay to be explained in details.

3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

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 Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension 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 prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on 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 demand from his sub-contractors a commitment consistent with this Integrity Pact. 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.
- 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 when both parties have legally signed it. 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)_____

Corrigendum to Purchase specification PS-251-601 (rev:00)

Ref: Point No. 13 of the Record Notes of Pre-bid meeting held on 16th May 2018

On Page 5 of 16, the 1st line of last point under Subsection : Size & construction is changed to below:

Existing Text:

The Dry room shall be constructed using Modular prefab panels of powder coated MS sheets (at least 1mm thickness) insulated on inside and outside with foamed poly-urethane (PUF) (100mm thickness) in between.

Revised Text:

The Dry room shall be constructed using modular prefab panels of Powder coated galvanized Iron / Pre painted galvanized iron / Baked on enamel galvanized iron sheets of 0.60 ± 0.20 mm thick both inside and outside with 100 mm thick polyurethane foam (PUF) in between.

All other specifications in PS-251-601 remain same.

Ripenderg
16-5-18

Dr. L. N. Satapathy

16/05/18
ಡಾ.ಎಲ್.ಎನ್.ಸತ್ಯಪತಿ, ಅ.ಪ್ರ.ಪ. (ಎಸ್.ಪಿ.ಡಿ.ಎಸ್.ಬಿ.ಡಿ.)
ಡಾ.ಎಲ್.ಎನ್.ಸತ್ಯಪತಿ, ಅ.ಪ.ಪ. / ಡಿ.ಎ.ಬಿ.ಜಿ.(ಎಸ್.ಪಿ.ಡಿ-ಎಸ್.ಬಿ.ಡಿ.)
DR.L.N.SATAPATHY, AGM / DABG (SPD-SBD)
BHEL - ESD, ELECTRONICS CITY, BANGALORE-560 100