

BHEL PAN: AAACB4146P

Ref: BHE/PW/PUR/NTPRT-STG U1,U3+PCP U1+FPS/2440/Corg 1

dtd: 04/08/2021

To
ALL BIDDERS,

Sub: Corrigendum-01: Pre Bid Clarifications and EMD waiver

PCP Package: Erection & commissioning of Power cycle piping broadly including handling at site stores / storage yard, transporting to site, inspection, preassembly, erection, alignment, welding, NDT, fixing of hangers & supports, chemical cleaning / pickling, oil flushing, water flushing, hydro testing & steam blowing, surface finish, supply & application of primer & finish paints/ Anti corrosive / Wrapping and coating as applicable including labelling & flow direction on the piping / over insulation & hangers and supports, pre-commissioning, commissioning, trial operation & handing over to customer for, **Power cycle piping** and its associated items /systems, hangers and supports, valves of **Unit#1**.

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STG Package : Erection & commissioning of Steam Turbine Generator STG#1 & STG#3; broadly including collection of materials from BHEL/Client's stores/Storage yard; Transportation to site; Erection, testing & commissioning, trial operation and handing over of Steam turbine, Generator set, Integral piping, HP/LP heater, Pumps and Motors, Tanks & vessels and associated equipments, DG set, auxiliaries connected with the systems and other BOIs, Insulation, including supply and application of final painting of **STG#1 & STG#3**.

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FPS Package : Erection & commissioning of FIRE PROTECTION SYSTEM AND FIRE WATER PUMP HOUSE EQUIPMENTS and associated items /systems; broadly including handling at site stores / storage yard, transporting to site, inspection, preassembly, erection, alignment, welding, NDT, fabrication and erection of Tank, fixing of hangers & supports, valves & accessories, hydro testing, surface finish, supply & application of primer & finish paints/ Anti corrosive / Wrapping and coating as per standard as applicable including labelling & flow direction on the piping, pre-commissioning, commissioning, trial operation & handing over to customer for FIRE PROTECTION SYSTEM AND FIRE WATER PUMP HOUSE EQUIPMENTS and associated items /systems, including of TAC / NFPA approval for the **entire plant (all the 3 units)** of 3x800 MW PVUNL PROJECT PATRATU.

AT

3x800 MW PVUNL PROJECT PATRATU, DISTRICT-RAMGARH STATE- JHARKHAND

Bidders to kindly take note of the following clarifications:

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AA) Amendment

Clause No 1.vii of NIT for EMD (Earnest Money Deposit) Amount: Referred clause has been amended as below:

Existing EMD Amount/Clause	Amendment
<p>₹55,00,000/- (Rupees Fifty Lakhs Only)</p> <p><i>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</i></p>	<p>EMD amount is waived off. All the relevant clauses shall be read accordingly.</p> <p>BID SECURITY FORMAT: In view of waiver-off of EMD amount as cited above, Bidders are requested to submit the "Bid Security Declaration Format" as per Annexure-A of this corrigendum.</p>

BB) ISSUE OF Integrity pact Signed by BHEL:

In ANNEXURE-7 of NIT of the subject tender format of Integrity Pact was given which stands deleted/null and void.

However the signed copy by BHEL of the integrity pact is issued herewith. The same shall be applicable for the subject tender.

CC) Pre-Bid Clarifications

Sn	Ref. Clause of TCC VOLITechBid 2440	Existing Provision	Bidder query	BHEL Clarifications/to be read as
1	-	-	Confirm Whether, Condenser Erection & Commissioning is in Scope of work of the subject tender	At 3x800 MW PVUNL PROJECT PATRATU, ACC (Air cooled condenser) is there in place of Conventional Condenser. Hence Condenser erection is not in scope of work. E&C of ACC is excluded for the subject tender.
2	Clause 22.5 of TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter- XXII COATING & WRAPPING (Pg no. 286 of 288)	Laying and alignment of CW piping and puddle flanges, supply and application of wrapping and coating materials, conducting HT of the piping, draining and dewatering of HT water at appropriate location as per instruction of BHEL engineer, is under contractor scope, within the quoted rates.	Confirm Whether, CW piping is in scope of work	Referred existing Clause 22.5 stands deleted.
3	-	-	Provide the Details of Terminal Points of the PCP	As per clause 2.4 of TCC Chapter - II: Scope of Works Page 67 of 288
4	-	-	Confirm the Use of Arc Welding /TIG welding in FPS package.	Welding procedures /welding consumables shall be governed as per Approved WPS. EWS & Drawings.
5	Point no. :6 of Chapter – IV: T&Ps and MMEs to be deployed by Contractor (Pg 82 of 288)	WELDING GENERATOR SETS	Confirm the use of the HFS -High frequency Start welding M/c.	Agency has to deploy the required Welding machines to meet the required Quality, schedules, and required for completion of work, as mentioned in the tender.
6	Point no.: 48 Chapter – IV:	PMI (Positive material identification) machine	Clarify the Specification of the PMI machines	PMI machine Should Verify the composition and Grade

	T&Ps and MMEs to be deployed by Contractor (page 85 of 288)	(As per requirement)		of Materials. (CS, Alloy Steel, P-91, P-92, SS. Etc)
7	Point no. 5 of Chapter – IV: T&Ps and MMEs to be deployed by Contractor (Pg 82 of 288)	Combination of Diesel Generator set of 500 KVA or above (As standby supply for P91/92 Welding only) - Minimum Qty Required -2 Sets- (PCP#1)	Minimum quantity may be reviewed.	Minimum Qty required-1 Set , However if additional DG sets required to meet the schedules agency has to deploy the same without additional cost.
8	Clause 3.10.1 of TCC: Chapter – III: Facilities in the scope of Contractor/BHEL (Pg 75 of 288)	The construction power (415V) will be provided at a single point for construction purpose only at free of any charges and the further distribution is to be arranged by the bidder at his cost. Construction power shall be provided from the nearest Substation / tapping point	May review	The construction power (415V) will be provided at a single point for construction purpose only on chargeable basis and the further distribution is to be arranged by the bidder at his cost. Construction power shall be provided from the nearest Substation / tapping point

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All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing. Bidders are requested to submit as a part of their offer, a copy of this corrigendum duly Digitally countersigned by the authorized signatory as a token of Bidder's unqualified acceptance of this corrigendum.

BIDDERS MAY PLEASE NOTE THAT SUBJECT TENDER IS E-TENDER AND THE OFFER IS TO BE SUBMITTED ONLY IN E-PROCUREMENT PORTAL → BHEL GeP NIC Portal i.e. <https://eprocurebhel.co.in>.

BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.

Thanking you,
Yours faithfully,

GM (Purchase)

Enclosure:

1. Annexure-A: Bid Security Declaration Format
2. Annexure – 7: Integrity pact Signed by BHEL

Annexure-A: Bid Security Declaration Format

Bid Security Declaration Form

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Bid Security Declaration

Ref: NIT/Tender Specification No: BHE/PW/PUR/NTPRT-STG U1,U3+PCP U1+FPS/2440

SCOPE OF WORK: Erection & Commissioning of Power Cycle Piping U#1, STG U#1 & STG U#3 AND Fire Protection System Package of entire Plant at 3x800 MW PVUNL PROJECT PATRATU.

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Signature of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

ANNEXURE – 7

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 of 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)/ Contractors(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 Bidders (s)/ Contractor(s) shall disclose the name and address of agents and representative in India and India Bidder(s)/Contractor(s) to disclose their foreign principals or associates. The Bidders (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 execution 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 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 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 his 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 the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 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 Sub-contractor, 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)/ Contractors(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)/ Sib-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 meeting 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.
- 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.

BHEL PAN: AAACB4146P

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dtd: 04/08/2021

- 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 organization.
- 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 bidder 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 reminder 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) _____