



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**TCN - 04**

Ref: PSER:SCT:BRM-M1372:TCN-04

Date: 08/08/2012

Sub	Tender change notice (TCN) 04	
Job	Design , Engineering, Manufacturing , Supply /Delivery , Erection , Commissioning , Trial run , Handing over to customer etc. of Fire Protection System Package for 2X250 MW Barauni Extension Project at Begusarai , Bhar	
Ref	1.0	Tender no PSER:SCT:BRM-M1372:12
	2.0	BHEL's NIT, vide ref no PSER:SCT:BRM-M1372:12 Dated 04/07/2012
	3.0	BHEL's TCN-01 , vide ref no PSER:SCT:BRM-M1372:TCN-01 Dated 16/07/2012.
	4.0	BHEL's TCN-02 , vide ref no PSER:SCT:BRM-M1372:TCN-02 Dated 24/07/2012.
	5.0	BHEL's TCN-03 , vide ref no PSER:SCT:BRM-M1372:TCN-03 Dated 06/08/2012.
	6.0	Other references (if any).

With reference to above, following points , relevant to tender, may please be noted and complied with while submitting offer.

1. Please find following Clarification

Sl. No.	Bidder's Query	BHEL Clarification
01	In Volume-IIB, Section-C.1. "Specific Technical Requirement (Mechanical) Clause No. 2.5.0. "Automatic Clean Agent Inert Gas System" Areas to be covered Central Control Room, Data Storage Room, Programmer Room (Areas located at operating floor) in T.G. Building whereas in Drg.No. PE-DG-374-100-M006 "TG Hall Equipment Layout Plan at EL +19.0 and 25.5 M it is indicated as Common Control Room, C&I Room/Documentation Room, Shift Charge Engineer Room respectively	Bidder to note that the areas indicated in the drg "PE-DG-374-100-M006" at EL.13.5M & its adjoining areas as per NFPA are to be protected with Inert gas system. Further, refer control room drg. attached with this mail. The nomenclature might get change however the area to be covered shall be considered as per drg.
02	Please send the OGA Drawing, Rating and quantities of the following Transformers:- a) Generator Transformer. b) Station Transformer. c) Unit Auxiliary Transformers. d) Any other Transformer greater than 10 MVA.	Pl. refer drg. no" PE-DG-374-100-E008" for the rating & qty. of transformers.
03	For MVWS System, please send the Cable Tray Arrangement, Plan Elevation and Cross-Sectional drawing for:- Cable Galleries, Cable Vault, Cable Spreader Room in Main Plant building. Cable Vault at ESP Control Room. Cable Vault at 10 M level	Pl. refer similar rating project cable gallery layout drgs. for EL.0.0M & EL3.5M in TG hall for your tender estimation purpose only. Further, other drgs. shall be furnished during detail engg.
04	Plan Elevation and Cross-Sectional drawing for all Coal Conveyor Transfer Points, Crusher House, all Coal Conveyor Galleries & Conveyor Tunnels.	Bidder to consider conveyor width of 1600 mm for tender estimation purpose. Further, refer PLOT PLAN for conveyor layout. Further inputs shall be furnished during detail engg.
05	For estimation of Detectors, please send us TG Hall Equipment Layout Plan at (+) 3.0M (HT & LT Switchgear Room)	Estimation of area for MV & HV swgh. gear can be easily calculated from drg. no. "PE-DG-374-100-M003 & M004".

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

06	In Volume-III, "Price Schedule" In Sch-"1" – "Total Price" under SI.No. 1.0 "Mandatory Spares" are not included.	MS are not envisaged in bidders scope
07	In Sch-"2" – "Total Price Break-up" "Mandatory Spares" are not included.	MS are not envisaged in bidders scope.
08	Whereas in Sch –"3" – "Supply Price Break-up" "Mandatory Spares" are not included.	MS are not envisaged in bidders scope.
09	Please clarify "Mandatory Spares" are to be considered or not in the above schedules.	MS are not envisaged in bidders scope.
10	Fire Water Storage Tank / Pump House	Fire water storage tanks & fire water pump house drgs. are to be prepared by Fire Protection System (FPS) vendor meeting the requirements as per technical specification. However, civil work of Fire water pump house & fire water storage tank is in BHEL scope. It may pl. be noted that minor civil work like wall opening, grouting of equipments is in FPS vendor.
11	HVW – Transformer Rating / Nos./ Location & Other Equipment's (Protected by HVW Spray System) Size & Location.	Pl. refer the drg. "PE-DG-374-100-E001,R01" for the type, numbers & rating of transformers above 10 MVA.
12	MVW – Cable Vault Locations / Cable Tray Layout.	Pl. refer similar rating project cable gallery layout drgs. for EL.0.0M & EL3.5M in TG hall for your tender estimation purpose only.
13	Conveyor Width and layout & Cross sectional drawings of CHP	Bidder to consider conveyor width of 1600 mm for tender estimation purpose. Further, refer PLOT PLAN for conveyor layout.
14	(Sizes of Central Control Room & Control Equipment Room) / False Ceiling / False Flooring.	CCR layout can be referred from drg. no."PE-DG-374-100-M005" already furnished to bidders.

2. Following drawings are attached

Sl. no.	Description of Item / Drawing no.
01	<b>1.0 BARAUNI UPS BATTERY ROOM (2) Model (1)</b>
02	<b>2.0 BARAUNI_CCR_REV00 Model (1)</b>
03	<b>3.0 PE-DG-281-100-E009 R2 Model (1)</b>
04	<b>4.0 PE-DG-281-100-E010 R2 Model (1)</b>
05	<b>5.0 PE-DG-374-640-C001( SH 1 OF 2 )-R1</b>
06	<b>6.0 PE-DG-374-640-C002-R0</b>
07	<b>7.0 PE-DG-374-641-C001(SH 1-2)-R0 ADMIN BUILDING SKETCH</b>
08	<b>8.0 PE-DG-374-668-C001 -(SH 1 OF 2)-R1</b>
09	<b>9.0 RAW WATER PH-REV03</b>
10	<b>10.0 SWAS ROOM LAYOUT SIGNED</b>
11	<b>11.0 BARAUNI UPS BATTERY ROOM LAYOUT</b>
12	<b>12.0 BARAUNI_CCR_REV00</b>
13	<b>13.0 ESP control room layout- PE-DG-374-100-E008</b>
14	<b>14.0 MECHANICAL GA OF CLAR. WATER PH REV-02</b>
15	<b>16.0 PE-DG-374-100-E001 R01</b>
16	<b>17.0 PE-DG-374-100-E002</b>
17	<b>18.0 PE-DG-374-100-E022</b>
18	<b>19.0 PE-DG-374-100-E051</b>
19	<b>20.0 PE-DG-374-100-MSK01 R01</b>
20	<b>21.0 PE-DG-374-603-C002_R0</b>
21	<b>22.0 PE-DG-374-610-C001-R0</b>
22	<b>23.0 PE-DG-374-610-C002-R0</b>

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Further Bidder to note that the drgs. provided to bidders are for tender estimation purpose only. Any change in the drg. at later stage shall not have any price impact on BHEL.

3.0 Please find attached Integrity pact format which applicable for this package.

4.0 Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached Format only.

5.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

ENGR (SCT)

Encl

1.0 Attached Drawing

2.0 Integrity pact format

3.0 Revised 'No deviation certificate' format.

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**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Design , Engineering, Manufacturing , Supply /Delivery , Erection , Commissioning , Trial run , Handing over to customer etc. of Fire Protection System Package for 2X250 MW Barauni Extension Project at Begusarai , Bhar	
Ref	1.0	Tender no PSER:SCT:BRM-M1372:12
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	6.0	BHEL's TCN-04 , vide ref no PSER:SCT:BRM-M1372:TCN-04 Dated 08/08/2012.
	7.0	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, Integrity Pact (If applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of 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 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.

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_