

Corrigendum – 01 Dtd 13/05/2026 to CPC Tender No. BHEL/CPC/JSD/C BLR ESP AHP/27/019

Work Description - Civil, structural and architectural works including levelling, retaining wall, roads, storm water drainage, RCC drainage network, water supply system, sewerage system, civil foundations works, machine foundations, boiler, gasifier & ESP foundations, mill bunker building – foundations & roof, ESP control room building/common control room building, BFP pump house and pump foundations, fan (PA/FD/ID fans) foundations, DG building, DG set & stack foundations, CEP pit and all other equipment foundations in steam generator area, transformer yard area foundations, chimney foundation & associated structural work, area paving and miscellaneous foundations, water treatment plant (WTP), effluent treatment plant (ETP), pipe/cable/duct supporting structures, trenches, culverts, duct banks, pedestals, hume pipe culverts and thrust blocks, fuel oil unloading system, ash handling plant (AHP) etc. at Lakhanpur, Odisha for Bharat Coal Gasification and Chemical Ltd..

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A) Notice Inviting Tender (NIT): The Following Clause of NIT is revised as below:

Clause No.	Existing Clause	Proposed Revised Clause
23.0 of NIT	23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:	23.0 Consortium Bidding shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
	23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.	23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract which shall be valid till completion of said works.
	23.2 Change of consortium partner shall not be permitted once Technical Bid (Part – 1 bid) opened for bid evaluation purpose.	23.2 Change of consortium partner shall not be permitted once Technical Bid (Part–1 bid) opened for bid evaluation purpose.
	23.3 'Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.	23.3 'Standalone' bidder cannot become a ' Prime Bidder ' or a ' Consortium Partner in a consortium bidding '. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
	23.4 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).	23.4 Number of partners for a Consortium Bidding including Prime Bidder shall NOT be more than 3 (three).

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Clause No.	Existing Clause	Proposed Revised Clause
23.5	Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.	23.5 Prime Bidder shall be as specified in the Pre-Qualification Requirement.
23.6	In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.	23.6 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.
23.7	Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.	
23.8	Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified	
23.9	In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.	23.7 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
23.10	Prime Bidder shall be responsible for the overall execution of the contract.	23.8 Prime Bidder and Consortium Partners shall be jointly and severally responsible for overall execution of the contract.
23.11	In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.	23.9 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
23.12	In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder and the new consortium partner or partners shall submit fresh SDs as applicable.	23.10 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder and the new consortium partner or partners shall submit fresh SDs as applicable.
	In case Prime bidder fails to engage new consortium partner, the respective work will be withdrawn and executed by BHEL and the expenses shall be recovered from the Prime bidder in following mode;	In case Prime bidder fails to engage new consortium partner, the respective work will be withdrawn and executed by BHEL and the expenses shall be recovered from the Prime bidder in following mode;

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Clause No.	Existing Clause	Proposed Revised Clause	
	<p>Amount of recovery= $[(A-B) + (A \times H/100)]$</p> <p>Where,</p> <p>A= Value of withdrawal Work of consortium partner as per rates of new contract</p> <p>B= Value of withdrawal Work of consortium partner as per rates of old contract being paid to the contractor at the time of withdrawal of work i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p>	<p>Amount of recovery= $[(A-B) + (A \times H/100)]$</p> <p>Where,</p> <p>A= Value of withdrawal Work of consortium partner as per rates of new contract</p> <p>B= Value of withdrawal Work of consortium partner as per rates of old contract being paid to the contractor at the time of withdrawal of work i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p>	
23.13	<p>In case "Prime Bidder withdraws" or "insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder/ consortium bidders",</p> <ul style="list-style-type: none"> • consortium bids will be rejected • BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL. 	23.11	<p>In case "Prime Bidder withdraws" or "insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder/ consortium bidders",</p> <ul style="list-style-type: none"> • consortium bids will be rejected • BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.
23.14	<p>After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of the scope of work of Consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders</p> <p>Execution for the scope of work of consortium partner shall mean:</p> <ol style="list-style-type: none"> i. "BOILER LIGHT UP" in respect of Boiler/CFBC/ESP. ii. Achievement of physical Quantities as per respective PQRs in respect of Civil and Structural works 	23.12	<p>After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of the scope of work of Consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders unless otherwise specifically mentioned elsewhere.</p> <p>Execution for the scope of work of consortium partner shall mean:</p> <ol style="list-style-type: none"> i. "BOILER LIGHT UP" in respect of Boiler/CFBC/ESP. ii. Achievement of physical Quantities as per respective PQRs in respect of Civil and Structural works

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Clause No.	Existing Clause	Proposed Revised Clause
	<p>iii. Readiness for Coal Firing for CHP & Mill Bunker, Readiness of trial run of the unit for AHP, and Readinesss of LPT boxup/barring gear for Main Power House</p> <p>23.15 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).</p> <p>SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.</p> <p>23.16 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.</p>	<p>iii. Readiness for Coal Firing for CHP & Mill Bunker, Readiness of trial run of the unit for AHP, and Readinesss of LPT boxup/barring gear for Main Power House</p> <p>23.13 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).</p> <p>SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed up to the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.</p>

B) Forms & Procedures: The Following formats of Forms & Procedures is revised as below:

Form no. F-25 has been revised and attached with this Corrigendum

- 1) All other terms and conditions against this NIT shall remain unchanged.**
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).**

**for BHARAT HEAVY ELECTRICALS LTD
Sr. Manager/ SCT**

CONSORTIUM AGREEMENT

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____ (The First Party i.e, the Prime Bidder) having its registered office at _____ (herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____ (The Second Party i.e, the Consortium Partner^{*}) having its registered office at _____ (herein after called the "Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, issued an NIT (herein after referred to as the said NIT) for Tender Ref _____ inviting bids from the individual Bidders for undertaking the work of _____ at _____ Project (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ (The First Party i.e, the Prime Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for the work of _____ as detailed in the Tender Ref _____ .

AND WHEREAS M/s _____ (The First Party i.e the Prime Bidder) itself is meeting all the qualifying requirements except the qualifying requirements (PQR) at Sl. No. _____ of Annexure-1 (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this Consortium agreement is being entered into with M/s _____ (The Second Party / Consortium Partner^{*}), who fully meet the balance qualifying requirements (PQR) at Sl. No. _____ of Annexure-1 (as detailed in the NIT).

WHEREAS the First Party and the Second Party^{*} are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium

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for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. First and Second parties^{*} hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Prime Bidder/Lead Partner) and will be responsible to submit offer, negotiate, offer concessions, correspond, sign legal documents, receive notices, issue valid discharge and do everything that is incidental or corollary for the execution of the entire work on behalf of the consortium.
3. The First Party shall undertake the following part(s) of work detailed in the NIT namely _____ (Works of Prime Bidder) _____, except works of Consortium Partner.
4. The Second Party^{*} shall undertake the following part(s) of work detailed in the said NIT namely _____ (Works of Consortium Partner) _____.
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such

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losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

- 7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
- 8. It is agreed interse between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____(Place).

WITNESS For
1. NAME (FIRST PARTY)
2. OFFICIAL ADDRESS

WITNESS For
1. NAME (SECOND PARTY)
2. OFFICIAL ADDRESS

* Note: If nos. of Consortium partner are more than one, then the requisite details of all consortium Partners to be included. The Consortium Agreement to be signed by Prime Bidder/Leader and all Consortium Partners.