



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 07

Ref: PSER:SCT:KGN-C2108:TCN-07

Date: 10-06-2021

Sub	Tender Change Notice (TCN) - 07	
Job	CIVIL, STRUCTURAL & ARCHITECTURAL WORKS(INCLUDING PILING WORKS) FOR FGD SYSTEM AREA OF 3 X 500 MW, STAGE-II KAHALGAON STPP, BIHAR.	
Ref	1.0	Tender no PSER:SCT:KGN-C2108:21
	2.0	BHEL's NIT, vide reference no PSER:SCT:KGN-C2108:8624 Date: 13-05-2021
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KGN-C2108:TCN-01, dated: 22-05-2021
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KGN-C2108:TCN-02, dated: 26-05-2021
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:KGN-C2108:TCN-03, dated: 31-05-2021
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:KGN-C2108:TCN-04, dated: 31-05-2021
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:KGN-C2108:TCN-05, dated: 04-06-2021
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:KGN-C2108:TCN-06, dated: 05-06-2021
	9.0	All other pertinent issues till date.

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

- 1.0 Annexure-5-Rev-01 (CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)) is attached superseding Annexure-5 (CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)) issued earlier along with NIT. All relevant clauses shall be read accordingly.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

DY. MGR (SCT)

Encl : As above.

ANNEXURE-5-(Rev-01)**CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)**

- 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.
- 2 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.
- 3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).
- 4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.
- 5 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 8.0
- 6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 8 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.
- 9 Prime Bidder shall be responsible for the overall execution of the contract
- 10 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.
- 11 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 if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, 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.
- 13 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 one work with a 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.
- 14 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).

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.

- 15 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.

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.	
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	10.0	All other pertinent issues till date.

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/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)