



**TECHNICAL PRE-QUALIFICATION REQUIREMENT
FOR
1x800 MW SUPER CRITICAL EXPANSION UNIT
DEEN BANDHU CHHOTU RAM TPP, YAMUNA NAGAR of HPGCL
(WATER TREATMENT PACKAGES)**

PE-PQ-510-404-W001	
DATE	
REV NO	00
PAGE NO.	Page 1 of 3

The Bidder (prime bidder, in case of consortium bid) should necessarily meet pre-qualification requirement for at-least one of the following packages stipulated.

- (i) Pre-treatment Plant (PTP) defined under sl. no. 1.1.
- (ii) Demineralization Plant (DM Plant) - Ion Exchange based, defined under sl. no. 1.2.
- (iii) Condensate Polishing Plant (CPU) defined under sl. no. 1.3.

1	TECHNICAL PRE-QUALIFICATION REQUIREMENT
	Pre-Treatment Plant (PTP)
1.1	The Bidder should have designed, supplied, erected and commissioned at least one (1) number water/waste water treatment plants, each with a capacity of not less than 1000 M ³ /hr, comprising of clarifiers/tube settlers/ thickeners or a combination thereof. The plant should have been in successful operation for at least one (1) year prior to 02.11.2023 .
	Demineralization Plant (DM Plant)- (ION EXCHANGE BASED)
	Ion Exchange Demineralization Plant
1.2	The Bidder should have designed, supplied, erected and commissioned at least one (1) number of ion exchange based demineralising plant, consisting of at least two (2) streams each of minimum 30 M ³ /hr capacity, capable of producing outlet water quality of silica and conductivity not more than 0.02 ppm as SiO ₂ and 0.2 micromho/cm respectively, which should have been in successful operation for at least one (1) year prior to 02.11.2023 .
	Condensate Polishing Plant (CPU)
	a. The Bidder should have designed, supplied, erected and commissioned at least one (1) Condensate Polishing Plant of mixed bed, deep bed type consisting of service vessel of minimum capacity of 500 M ³ /hr. The plant shall have external regeneration system, incorporating the same resin separation and regeneration process as proposed by the Bidder for this package. The above plant should have been in successful operation for a period of at least one (1) year prior to 02.11.2023 .
	OR
1.3	b. The Bidder who do not meet the qualification requirements stipulated at 1.3a. above, may also participate provided the Bidder is a Contractor in water treatment plant and has executed at least one (1) number ion exchange based demineralising plant of minimum capacity of 30 M ³ /hr consisting of maximum two (2) streams and associates for this bid with an Associate who in turn fully meets the requirements stipulated at 1.3a. above.
	In such case, the Bidder shall be required to furnish a Deed of Joint Undertaking(s) (DJU) jointly executed by the Bidder and the Collaborator/ Associate and each executant of DJU shall be jointly and severally liable to the Owner for successful performance of Condensate Polishing Plant, as per the format enclosed. The Deed of Joint Undertaking(s) (DJU) should be submitted along with techno commercial offer. In such a case, the Collaborator /Associate shall be required to furnish an on-demand bank guarantee for INR 3 Million (Rupees Three Million).



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PE-PQ-510-404-W001

DATE

REV NO

00

PAGE
NO.

Page 2 of 3

Civil

1.4

Bidder should have in past executed civil works for 500 MW or higher capacity thermal power plant which shall include any of the following:

Coal handling plant/ Ash handling plant / DM plant / PT plant / Main power house building / Chimney / Foundation for Turbo generator / water retaining structures, like CW pump house/ Raw water pump house.

Notes:

A Documents required from bidder to establish the PQ requirements for:

- a. Copy of minimum one (1) performance certificate (in English) from end user, specifying that the package(s) is/ are running successfully for at least one (1) year as on **02.11.2023** along with copy of related Purchase Order (PO)/ Letter of Intent (LOI)/ Letter of award (LOA) or Work order (WO)
- b. Bidder shall submit supporting documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order. In order to meet the PQR, the bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.
- c. Bidder to submit supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
- d. Consideration of offer shall be subjected to end customer approval of bidder.
- e. After satisfactory fulfilment of all stipulated criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
- f. Any other document which is not mentioned, however required by BHEL & end customer during bidder or sub vendor approval, shall be provided by bidder.

Notwithstanding anything stated above, BHEL/ end customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such.

B Note for notarised undertaking are as under:

Bidder shall submit a valid and duly notarised undertaking as per attached format (as applicable), along with bid, stating that bidder would outsource package(s) for which bidder does not meet the PQ requirements, to a supplier(s) / (sub vendor(s)) who meets the PQ requirements stipulated at Sl. No. 1 above.

Bidder to note that apart from DM Plant, PT Pant, CPU and Civil, there are other package(s) / equipment(s) / systems / items/ services, also where PQ requirements/ provenness are mentioned in the tender specification. For these package(s) / equipment(s) / systems / items/ services, the successful bidder shall submit the required documents in line with tender requirement for BHEL / customer approval and accordingly the successful bidder shall out-source / procure the package(s) / equipment(s) / systems / items /services from these approved supplier(s) / vendor(s) / agencies only.



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PE-PQ-510-404-W001	
DATE	
REV NO	00
PAGE NO.	Page 3 of 3

- C
1. In case of consortium bidding, the prime bidder must meet at least one of the PQ criteria as specified from 1.1 to 1.3.
 2. The consortium partner can meet any of the PQ criteria from 1.1 to 1.4, except the criteria met by the prime bidder.
 3. Consortium shall not have more than two partners (i.e. prime bidder + one consortium partner). In case of consortium mode of the bidding, the consortium must declare the Prime bidder and consortium partner, by identifying their roles distinctively.
 4. The consortium partners are required to jointly enter into a legally enforceable Consortium Agreement (*as per Consortium Agreement format enclosed*) and furnish the same along with the Techno-commercial Bid. Submission of Consortium Agreement is a mandatory requirement and non-submission shall lead to rejection of the bid.
 5. A bidder shall participate in only one capacity – either as a sole bidder, or as a Prime bidder or as a partner of consortium. In case any bidder participates in multiple capacity in different bids, all such bids are liable for rejection.
 6. Each of the Consortium partners shall be responsible and liable to the end Customer and BHEL to perform all contractual obligations related to their respective scope of works (limited joint and severally responsible), valid for a period of seven (7) years from the date of formation of the Consortium or up to the end of defect liability period of the contract whichever is later, as per the format enclosed. However, consortium partners (prime bidder & consortium partner) shall be jointly & severally responsible and liable to the end Customer and BHEL to perform all contractual obligations.
 7. In case the Consortium partner backs out, another consortium partner meeting the PQ criteria stipulated at C2 above and financial PQ criteria defined elsewhere, shall be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed as per the provisions of the contract.
 8. In case of consortium, prime bidder, lead partner, lead bidder, leader are interchangeable terms. Similarly, consortium partner, consortium bidder, associate are interchangeable terms.

Sub : Sub-Qualifying Requirements for the Condensate Polishing Plant

- A** In terms of clause no. 4.4.12 of Chapter 04, "Provenness" , Volume II, We/our sub-vendor confirm that we have designed, supplied, erected and commissioned at least one (1) condensate polishing plant of mixed bed, deep bed type consisting of service vessel of minimum capacity of 500 m³/hr. The plant shall have external regeneration system, incorporating the same resin separation and regeneration process as proposed by the bidder/ its sub vendor for this package. The above plant should have been in successful operation for a period of at least one (1) year prior to date of Techno-Commercial bid opening as per following details:

Sl. No.	Description	Plant-I
1.	Name of Client	
2.	Location of the plant & address with name of contract person(s) with contract tel. & fax no.	
3.	Order No. and Date	
4.	Number and Capacity of Service Vessels (in M ³ /hr.) in the above plant	
5.	Whether bidder's scope included	
(i)	Design	Yes* / No*
(ii)	Supply	Yes* / No*
(iii)	Erection	Yes* / No*
(iv)	Commissioning	Yes* / No*
6.	Whether the above Condensate Polishing Plant have external regeneration system	Yes* / No*
7.	Process of resin separation and regeneration adopted in the above Condensate Polishing Plant (Bidder to describe)	

Sl. No.	Description	Plant-I
8.	Whether the process of resin separation and regeneration proposed for this package is same as that of the process adopted in the above Condensate Polishing Plant	Yes* / No*
9.	Date of Commissioning of the Condensate Polishing Plant	
10.	Number of years of successful operation of above Condensate Polishing Plant prior to the date of Techno-commercial Bid Opening	
11.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No. 1 to 10)	Yes* / No*

FORM OF JOINT DEED OF UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/SUB
VENDOR AND ITS ASSOCIATE/COLLABORATOR FOR PERFORMANCE OF
CONDENSATE POLISHING PLANT (CPU) PACKAGE**

**for 1 x 800 MW Super Critical Expansion Unit
Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana**

**(Applicable for Bidder/its Sub-Vendor
meeting the requirement**

Clause no. 4.4.12 of Chapter 04, "Provenness" , Volume II)

This DEED of JOINT UNDERTAKING executed this day of Two thousand by M/s a Company incorporated under having its Registered Office at (hereinafter called the "Associate/Collaborator", which expression shall include its successors, administrators, executors and permitted assigns) and M/s..... a company registered under the having its registered office at (hereinafter called the Bidder (Contractor)/ its sub-vendor, which expression shall include its successors, administrators, executors and permitted assigns) HPGCL, a Government of Haryana undertaking incorporated under the Companies Act, 1956, having its Registered Office at Punchkula (hereinafter called "Owner" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Owner invited Bids for EPC Package for "1 x 800 MW Super Critical Expansion Unit Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana" vide its Bidding Document for design, engineering, supply, erection, testing and commissioning of complete Condensate Polishing Plant Package for hereinafter referred to as "Plant" vide its Bid Document No AND WHEREAS Clause no. 4.4.12 (b) Chapter 04, "Provenness" , Volume II, bidding documents stipulates that bidding is open to Bidder who is a Contractor in Water Treatment Plant and has executed at least one (1) no. Ion exchange based Demineralising Plant of minimum capacity of 60 Cum per hour consisting of maximum two (2) streams and associates/collaborates for this Bid with an Associate who in turn fully meets the requirements stipulated Clause no. 4.4.12 (a) of Chapter 04, "Provenness" , Volume II, in Bidding Documents.

AND WHEREAS M/s..... (Bidder) is entitled to bid under Clause no. 4.4.12 (b) of Chapter 04, "Provenness" , Volume II, provided the Bidder/ its sub-vendor (if applicable) and its qualified Associate / Collaborator give an undertaking that they shall be held jointly and severally responsible and bound unto the Owner for the successful performance of Condensate Polishing Plant as per the Bidding Documents in the event the bid is accepted by the Owner resulting in a Contract (hereinafter called the 'Contract') under the Condensate Polishing Plant Package.

WHEREAS M/s has submitted its proposal in response to the aforesaid Notice Inviting Tender/Invitation For Bids by the Owner bearing proposal No..... dated for EPC Package for 1 x 800 MW Super Critical Expansion Unit Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana against the Owner's above specifications.

AND WHEREAS M/s Bidder/ its sub-vendor (if applicable) do not meet the requirements of Clause no. 4.4.12 (a) of Sub Chapter 04, "Provenness", Volume II, and in order to fully meet the requirements Clause no. 4.4.12 (a) of Chapter 04, "Provenness", Volume II, desires to associate with M/s [hereinafter referred to as Associate] who meets the requirements of Clause no. 4.4.12 (a) of Chapter 04, "Provenness", Volume II and the Bidder/ its sub-vendor(if applicable) and the Associate are required to jointly execute and furnish an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound into the Owner for successful performance of the Condensate Polishing Plant under the Contract for which the Associate is associated for Condensate Polishing Plant Package of 1 x 800 MW Super Critical Expansion Unit Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana as per Bid Documents, in the event the Bid is accepted by the Owner resulting in a Contract (hereinafter referred to as Contract).

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Owner to the Contractor, we the aforesaid Associate/Collaborator and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Owner for the successful performance of the Condensate Polishing Plant under the Contract and establishing technical guarantees.
2. In case of any breach of the Contract committed by the Contractor, we the Associate/Collaborator do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Condensate Polishing Plant and undertake to carry out all the obligations and responsibilities under this deed of Joint undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Owner sustains any loss or damage on account of any breach of the Contract, we the Associate/Collaborator & Contractor jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Owner against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Owner to first proceed against the Contractor, before proceeding against the Associate/Collaborator (with respect to obligations and responsibilities of the Associate/Collaborator covered under this Deed of Joint Undertaking), nor any extension of time would prejudice any rights of the Owner under this Joint Deed of Undertaking to proceed against the Associate/Collaborator & Contractor.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows :

- (a) The Associate/Collaborator will be fully responsible for design, engineering & commissioning and extending all necessary support for putting in to satisfactory operation and carrying out the Guarantee Tests for Condensate Polishing Plant to the satisfaction of the Owner.

Further, the Associate/Collaborator shall depute their technical experts from time to time to the Contractor's works/Owner's project site as required by Owner and agreed to by the Contractor/Collaborator to facilitate the successful performance of the Condensate Polishing Plant as stipulated in the aforesaid Contract.

Further the Associate/Collaborator shall Provide support to Contractor to ensure proper design, manufacture, erection, testing, commissioning and successful performance of the Condensate Polishing Plant in accordance with the Contract specifications and if necessary, the Associate/Collaborator shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Associate/Collaborator and Contractor fail to demonstrate successful performance of the Condensate Polishing Plant as set forth in paragraph 1 above, the Associate/Collaborator and the Contractor shall promptly carry out all the corrective measures at their own expense and shall promptly provide corrected designs to the Owner.
- (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications to the Condensate Polishing Plant and payments of financial liabilities, penalties and any other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate/Collaborator.
- (d) The Associate/Collaborator will be fully responsible to extend the support to ensure the quality of all equipment/main assemblies/components manufactured at Contractor's works and/or Associates(s)/Collaborator(s) works and/or Vendor's works and/or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation in the Condensate Polishing Plant under the Contract.

4. We, the Contractor and Associate/Collaborator do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period of the Plant under the Contract 1 x 800 MW Super Critical Expansion Unit Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana and further stipulate that the Undertaking herein

contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in the terms of the Contract.

5. In case of Award, in addition to the Contractor Performance Security furnished by the Contractor, the Associate/Collaborator shall furnish "as Security" an on demand Performance Bank Guarantee, in favour of the Owner in a form acceptable to Owner as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be equal to **INR 2.8 Million (Rupees Two Million Eight Hundred Thousand)** for the Contract signed between the Contractor, its sub-vendor and OWNER and it shall be towards guaranteeing the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability Period of the Condensate Polishing Plant Package under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Owner on demand without any demur, reservation, protest or contest.
6. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Documents. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Haryana shall have exclusive jurisdiction.
7. We, the Associate/Collaborator, the Contractor and its sub-vendor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Owner discharges it.
8. The Deed of Joint Undertaking (DJU) shall be submitted prior to the placement of order on the approved sub-vendor.

IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s
(Associate/Collaborator)

Witness :

- | | | |
|----|----------------------------------|--|
| 1. |
(Name in Block Letters) |
(Signature of the authorised representative) |
| |
(Official Address) | Name :
Designation :
Common Seal of the Company
..... |
| | | For M/s.....
(Bidder/ Contractor) |
| 2. |
(Name in Block Letters) |
(Signature of the authorised representative) |
| |
(Official Address) | Name :
Designation :
Common Seal of the Company
..... |
| | | For M/s.....
(Sub-vendor) |
| 3. |
(Name in Block Letters) |
(Signature of the authorised representative) |
| |
(Official Address) | Name :
Designation :
Common Seal of the Company
..... |

Note: (1) Power of Attorney of the persons signing on behalf of Associate/ Collaborator and Bidder/its sub-vendor is to be furnished by the Bidder and to be attached with the signed Deed of Joint Undertaking.

(2) The bank Guarantee shall be from bank as per provisions of Section- V (SCC) of the Bidding Documents.

B. Details of Associate

In terms of clause no. 4.4.12 (b) of Chapter 04, "Provenness", Volume II, we confirm that, we are is a contractor in water treatment plant and has executed at least one (1) number Ion Exchange Based demineralising plant of minimum capacity of 60 M³/hr consisting of maximum two (2) streams and associates for this bid with an associate who in turn fully meets the requirements stipulated at 4.4.12 (a) above as per following details:

Sl. No.	Description	Plant-I
1.	Name of Client	
2.	Location of the plant & address with name of contact person(s) with contact tel. & fax. no.	
3.	Order No. and Date	
4.	Number of DM Stream(s) executed in the plant	
5.	Capacity of each stream (Cum/hr.)	
6.	Date of Commissioning of the DM Stream(s)	
7.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No.1 to 6)	Yes/No

Details of Associate :

In support of qualifying requirements of Clause 4.4.12 of Chapter 04, "Provenness" , Volume II of Technical Specification, we purpose to associate with M/s. We confirm that our Associate, have designed, supplied, erected and commissioned at least one (1) condensate polishing plant of mixed bed, deep bed type consisting of service vessel of minimum capacity of 500 m³/hr. The plant has external regeneration system, incorporating the same resin separation and regeneration process as proposed by for this package. The above plant is in successful operation for a period of at least one (1) year as on date of bid opening as per details below.

S No.	Description	Plant-I
1.	Name of Associate	
2.	Location of the plant & address with name of contact person(s) with contact tel. & fax. no.	
3.	Order No. and Date	
4.	Number and Capacity of Service Vessels (in Cum/hr) in the above Plant	
5.	Whether the scope of work included	
	a) Design	Yes/No
	b) Supply	Yes/No
	c) Erection	Yes/No
	d) Commissioning	Yes/No
6.	Whether the above Condensate Polishing Plant have external regeneration system	Yes/No
7.	Process of resin separation and regeneration adopted in the above Condensate Polishing Plant Associate to describe)	Yes/No

S No.	Description	Plant-I
8.	Whether the process of resin separation and regeneration proposed for this package is same as that of the process adopted in the above Condensate Polishing Plant	Yes/No
9.	Date of Commissioning of the Condensate Polishing Plant	
10.	Number of years of successful operation of above condensate Polishing plant prior to the date of Techno-commercial Bid opening	
11.	Whether Documentary evidence/ certificate(s) from client enclosed for the above data (for Sl. No. 3 to 12)	Yes/No
12.	Quality of Condensate at the outlet the Condensate Polishing Plant achieved/guaranteed	
	a) Sodium (ppb) as Na	
	b) Chloride (ppb) as Cl	
	c) Silica (ppb) as SiO ₂	
	d) Iron (ppb)	
	e) Crud	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

FORMAT (UNDERTAKING)

(Valid and duly notarized on appropriate value stamp paper)

M/s....., having its Registered office at [Complete Address], a company duly organized and existing under the laws of [Country/Act], thereafter termed as "Bidder" having been duly sworn in in accordance with the law, do hereby confirms the following:

1. That undertaking is given in connection with [Tender Number/ DEEN BANDHU CHHOTU RAM TPP YAMUNA NAGAR (1X800 MW)] for the scope defined as per technical specification (PE-TS-510-404-W001) of water treatment packages as part of the bidding process.
2. The bidder hereby confirms that PQ requirements stipulated at sl. no. 1 of the document no. (PE-PQ-510-404-W001) for packages(s) PTP and/ or DMP and/ or CPU is met by the bidder. For remaining package(s) listed below for which bidder does not meet Technical PQR/ Provenness stipulated in Technical PQR or as defined/ described in technical specification, the successful bidder shall outsource these package(s) to the supplier (s) (sub-vendors) who meet the PQ requirements of respective packages(s)/ systems/ equipment/ items/Civil works/ services.

<u>Sl. No.</u>	<u>Package/ Service/ Equipment/ Item/ System Name</u>	<u>Bidder meeting PQR/ Provenness</u>	<u>Execution by</u>
1.	PT Plant	Yes / No	Bidder
2.	DM Plant	Yes / No	Bidder
3.	CPU	Yes / No	Bidder
4.	Civil works	Yes / No	Bidder
5.	CW Chemical Treatment	Yes / No	Bidder
6.	Chlorine Di-Oxide Dosing System	Yes / No	Bidder
7.	Effluent treatment Plant	Yes / No	Bidder
8.	Sewage Treatment Plant	Yes / No	Bidder
9.	Battery charger	Yes / No	Bidder
10.	LT Switchgear	Yes / No	Bidder
11.	Numerical relays & networking	Yes / No	Bidder
12.	DC Batteries	Yes / No	Bidder
13.	HT Power cables	Yes / No	Bidder
14.	Control Cables	Yes / No	Bidder
15.	1.1kV Power Cables	Yes / No	Bidder
16.	COLTCS	Yes / No	Bidder
17.	Self-Cleaning Strainer	Yes / No	Bidder
18.	Plate heat exchanger	Yes / No	Bidder
19.	Misc. pumps (horizontal)	Yes / No	Bidder
20.	Misc. pumps (vertical)	Yes / No	Bidder
21.	Sump Pump	Yes / No	Bidder

[strike off whichever is not applicable based on bidder's credential].

3. That successful bidder shall submit the supporting documents for establishing the qualifying requirement for approval of the sub vendor(s) as per above package list (Including Civil works), to BHEL/Customer. Subsequent to approval of the proposed sub vendor(s), the successful bidder will place the order on approved sub vendor(s).
4. That successful bidder shall outsource the package(s) to respective approved sub vendor(s). Successful bidder and its sub-vendor (s) are jointly and severally liable to the BHEL/ Customer to perform contractual obligations including the Design, supply, erection & commissioning, trial run, performance guarantees and final handing over to end customer in flawless condition of the respective packages(s)/ systems/ equipment/ items/ civil works/ services as applicable.
5. That bidder shall not change the sub vendor(s) once package is outsourced to approved sub vendor(s) till contract closure without written permission of BHEL.

FORMAT (UNDERTAKING) – for Consortium bidding

(Valid and duly notarized on appropriate value stamp paper)

M/s, having its Registered office at [Complete Address], a company duly organized and existing under the laws of [Country/Act], thereafter termed as “**Prime Bidder**” having major share of the work defined in the tender specification, and M/s, having its Registered office at [Complete Address], a company duly organized and existing under the laws of [Country/Act], thereafter termed as “**Consortium Partner**” having been duly sworn in in accordance with the law, do hereby confirm the following:

1. That undertaking is given in connection with [Tender Number/ DEEN BANDHU CHHOTU RAM TPP YAMUNA NAGAR (1X800 MW)] for the scope defined as per technical specification (PE-TS-510-404-W001) of water treatment packages as part of the bidding process.
2. That PQ requirements stipulated at sl. no. 1 of the document no. (PE-PQ-510-404-W001) for the package(s) PTP and/ or DMP and/ or CPU is met by the **Prime Bidder**. The **Consortium Partner** is meeting any of the PQ criteria from 1.1 to 1.4 of the document no. (PE-PQ-510-404-W001), except the criteria met by the Prime Bidder.
3. For remaining package(s) listed below for which bidder does not meet Technical PQR/ Provenness stipulated in Technical PQR or as defined/ described in technical specification, the successful bidder shall outsource these package(s) to the supplier (s) (sub-vendors) who meet the PQ requirements of respective packages(s)/ systems/ equipment/ items/Civil works/ services.

<u>Sl. No.</u>	<u>Package/ Service/ Equipment/ Item/ System Name</u>	<u>Prime Bidder meeting PQR/ Provenness</u>	<u>Consortium Partner meeting PQR/ Provenness</u>	<u>Execution by</u>
1.	PT Plant	Yes / No	Yes / No	Prime Bidder / Consortium Partner
2.	DM Plant	Yes / No	Yes / No	Prime Bidder / Consortium Partner
3.	CPU	Yes / No	Yes / No	Prime Bidder / Consortium Partner
4.	Civil works	Yes / No	Yes / No	Prime Bidder / Consortium Partner
5.	CW Chemical Treatment	Yes / No	Yes / No	Prime Bidder / Consortium Partner
6.	Chlorine Di-Oxide Dosing System	Yes / No	Yes / No	Prime Bidder / Consortium Partner
7.	Effluent treatment Plant	Yes / No	Yes / No	Prime Bidder / Consortium Partner
8.	Sewage Treatment Plant	Yes / No	Yes / No	Prime Bidder / Consortium Partner
9.	Battery charger	Yes / No	Yes / No	Prime Bidder / Consortium Partner
10.	LT Switchgear	Yes / No	Yes / No	Prime Bidder / Consortium Partner
11.	Numerical relays & networking	Yes / No	Yes / No	Prime Bidder / Consortium Partner
12.	DC Batteries	Yes / No	Yes / No	Prime Bidder / Consortium Partner
13.	HT Power cables	Yes / No	Yes / No	Prime Bidder / Consortium Partner
14.	Control Cables	Yes / No	Yes / No	Prime Bidder / Consortium Partner
15.	1.1kV Power Cables	Yes / No	Yes / No	Prime Bidder / Consortium Partner
16.	COLTCS	Yes / No	Yes / No	Prime Bidder / Consortium Partner
17.	Self-Cleaning Strainer	Yes / No	Yes / No	Prime Bidder / Consortium Partner
18.	Plate heat exchanger	Yes / No	Yes / No	Prime Bidder / Consortium Partner
19.	Misc. pumps (horizontal)	Yes / No	Yes / No	Prime Bidder / Consortium Partner
20.	Misc. pumps (vertical)	Yes / No	Yes / No	Prime Bidder / Consortium Partner
21.	Sump Pump	Yes / No	Yes / No	Prime Bidder / Consortium Partner

[strike off whichever is not applicable based on bidder's credential].

4. That the supporting documents for establishing the qualifying requirement for approval of the sub vendor(s) as per above package list (including Civil works), to BHEL/Customer. In the event of award of the contract, the order on approved sub vendor(s) shall be placed subsequent to approval of the proposed sub vendor(s).
5. That the package(s) shall be outsourced to respective approved sub vendor(s). Successful consortium and its sub-vendor (s) are jointly and severally liable to the BHEL/ Customer to perform contractual obligations including the Design, supply, erection & commissioning, trial run, performance guarantees and final handing over to end customer in flawless condition of the respective packages(s)/ systems/ equipment/ items/ civil works/ services as applicable.
6. That bidder shall not change the sub vendor(s) once package is outsourced to approved sub vendor(s) till contract closure without written permission of BHEL.

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 Bidder) a company incorporated under the Company's Act 1956, 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 associates), a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the "Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner/ Purchaser, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual

Bidders for undertaking the work of _____, at _____ (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 Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for

_____ as detailed in the Bid doc. no. <

TENDER

REF----->

AND WHEREAS M/s _____ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of

_____ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the Associates) , who fully meet the balance part of the said works (_____).

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 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 (Lead Partner) and will be responsible for the entire works.

CONSORTIUM AGREEMENT

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely

4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely

-
-
-
-
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 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

(FIRST PARTY)

1. NAME

2. OFFICIAL ADDRESS

For

WITNESS

1. NAME

(SECOND PARTY)

2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the "JOINT DEED OF UNDERTAKING" in the format to be made available by BHEL at the time of awarding.