



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,

SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

Sub	TENDER CHANGE NOTICE (TCN-01) DATED: 30/09/2014
Job	"SUPPLY, INSTALLATION AND COMMISSIONING, MAINTENANCE OF PRI LINE WITH EPABX SYSTEM FOR BHEL, PSER KOLKATA OFFICE."
Ref	TENDER NO.: PSER: PUR:HR:151:086:(ENQ:14:PP:0015:PUR:103) DATE: 16/09/2014.

1) [With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.](#)

Sl. no.	Tender Cl. No.	Description of Tender clause	Bidder's Queries	BHEL's Clarifications
1	Volume-II Annexure -I, Scope of work: Sub Clause No. 5 C)	Last mile (link from ISP network to BHEL premises) should be through their (ISP) own media.	Last mile delivery can be on Offnet partner, provided the prime ISP bidder takes responsibility on the SLA.	Last mile (link from ISP network to BHEL premises) should be through Copper (Cu) or Fiber media.
2	Volume-II Annexure -II, Technical Specification: Cl. No. C Sub Clause No. 3(VII)	Minimum 50 number SIP phone supported.	Support service for 50 Numbers SIP phone.	Minimum 50 numbers SIP phone supported along with relevant license if any to be provided.

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

Sl. no.	Tender Cl. No.	Description of Tender clause	Bidder's Queries	BHEL's Clarifications
3	General	General	Sharing of responsibility between Prime bidder & consortium partner in case of Consortium bidding.	<p><u>In case of Consortium bidding:-</u></p> <p>The Prime bidder shall be responsible for installation & commissioning of PRI line, Overall management monitoring & co-ordination for all functions for successful completion of contract.</p> <p>The Consortium partner shall be responsible for supply & maintenance of EPABX system.</p> <p>However, overall responsibility shall lie with the Prime bidder.</p> <p>Bidders may further note that all consequences/liabilities etc. arising out of any default in the due execution of the said works shall be borne by the party in default, i.e. by party in whose area of works default has occurred or taken place.</p> <p>Consortium Agreement shall be as per format enclosed.</p>

- 2) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 3) Due date of submission of offer against the subject tender is **extended up to 17/10/2014 (15:00 hrs. IST). Techno-commercial bid shall be opened on 17/10/2014 (16:00 hrs. IST).**
- 4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

DY. MANAGER (PURCHASE)

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

FOR MAT FOR "CONSORTIUM AGREEMENT"

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

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).

WHEREAS the Owner, 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 fulfilment 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 WITNESSED 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.
- 3) The Prime bidder shall be responsible for installation & commissioning of PRI line, Overall management monitoring & co-ordination for all functions for successful completion of contract. However, overall responsibility shall lie with the Prime bidder.
- 4) The Consortium partner shall be responsible for supply & maintenance of EPABX system.
- 5) The parties hereby declare and confirm that each of them will fulfil 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) Bidders may further note that all consequences/liabilities etc. arising out of any default in the due execution of the said works shall be borne by the party in default, i.e. by party in whose area of works default has occurred or taken place.

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

[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].

ANNEXURE - V

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

To,
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE FOR “SUPPLY, INSTALLATION AND COMMISSIONING, MAINTENANCE OF PRI LINE WITH EPABX SYSTEM FOR BHEL, PSER KOLKATA OFFICE.”

Tender No. PSER: PUR:HR:151:086:(ENQ:14:PP:0015:PUR:103) DATE: 16/09/2014 ALONG WITH TENDER CHANGE NOTICE (TCN-01) DATED: 30/09/2014

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/newspapers and in case of 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 *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

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 strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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