

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP**  
**SUBCONTRACTS MANAGEMENT**  
**10<sup>th</sup> Floor, Plot no.:- C-20, 1A/1, Joy towers,**  
**C Block, Phase 2, Industrial Area Sector-62,**  
**Noida, Distt. Gautambudh Nagar, UP-201309**



**TENDER DOCUMENTS**

**FOR**

**“TENDER SPECIFIC STRATEGIC TIE-UP FOR EXECUTION AND HANDING OVER OF FOLLOWING 400 KV TRANSMISSION LINE WORK INCLUDING ARRANGEMENT /SETTLEMENT OF RIGHT OF WAY ON EPC BASIS) FOR TSTRANSCO’S TENDERS AT TELANGANA UNDER KALESWARAM LIFT IRRIGATION PROJECT”.**

**DETAILS OF TRANSMISSION LINE UNDER THE TSTRANSCO’S TENDER BID NOTICE NO.:-  
e-TSTLI-04/2021:**

- 1) 400 KV TMDC LINE FROM NAMAPUR SUBSTATION SWITCHYARD TO TRANSFORMER DECK OF PUMP HOUSE OF LENGTH 2 KM**
- 2) 400KV QMDC LINE FROM 400KV KACHAPUR SWITCHING STATION TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 19.3 KM.**
- 3) 400KV QMDC LINE FROM 400KV VELGATOOR SWITCHYARD TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 22.5 KM.**

**CUSTOMER**

**M/S TRANSMISSION CORPORATION OF TELANGANA LIMITED (M/S TSTRANSCO)**

**TENDER SPEC. NO.: TBSM/NAMAPUR /STE-01/TENDER /21-22**

**DATE: 30.04.2021**

**TRANSMISSION BUSINESS GROUP**  
**SUBCONTRACTS MANAGEMENT**  
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# BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR-62, NOIDA -201309

e-mail:-tbsm@bhel.in

## NOTICE INVITING TENDER

REF.: TBSM/NAMAPUR /STE-01/TENDER /21-22

DATE: 30.04.2021

SUB: OPEN TENDER ENQUIRY FOR "TENDER SPECIFIC STRATEGIC TIE-UP FOR EXECUTION AND HANDING OVER OF FOLLOWING 400 KV TRANSMISSION LINE WORK INCLUDING ARRANGEMENT /SETTLEMENT OF RIGHT OF WAY ON EPC BASIS) FOR TSTRANSCO'S TENDERS AT TELANGANA UNDER KALESWARAM LIFT IRRIGATION PROJECT.

DETAILS OF TRANSMISSION LINE UNDER THE TSTRANSCO'S TENDER BID NOTICE NO.:- e-TSTLI-04/2021:

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- 3) 400KV QMDC LINE FROM 400KV VELGATOOR SWITCHYARD TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 22.5 KM.

Dear Sirs,

1. Sealed tenders are invited for the identification of a suitable Transmission Line Contractor ( to cater execution and handing over of following 400 KV Transmission Line work including arrangement /settlement of right of way on EPC basis) for tender specific strategic tie-up in order to jointly address the TSTRANSCO's tenders for Substation & Transmission Line works at various locations in Telangana under Kaleswaram Lift Irrigation Project following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
1) 400 KV TMDC LINE FROM NAMAPUR SUBSTATION SWITCHYARD TO TRANSFORMER DECK OF PUMP HOUSE OF LENGTH 2 KM 2) 400KV QMDC LINE FROM 400KV KACHAPUR SWITCHING STATION TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 19.3 KM. 3) 400KV QMDC LINE FROM 400KV VELGATOOR SWITCHYARD TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 22.5 KM	15 Months from the date of handing over of profile  ( Please refer the Note-I as below)	NIL  Please refer Note-II below	07.05.2021 14.30 hrs.	07.05.2021 15.30 hrs. (Technical bid only) and Price bid opening date will be intimated later to Techno commercially acceptable parties

**Note-I :-** The Bidders may please be noted that the aforesaid work has to be delivered within a timeline of Fifteen (15) months from the date of Handing over of profiles by TSTRANSCO. The supply of materials and equipment for the above work shall be completed within Twelve (12) months from the date of handing over of profiles by TSTRANSCO. The time extension shall be governed as per the end customer's (M/s TSTRANSCO) contract.

**Note-II: - EMD is waived off for this tender at the time of bidding.**

**However** after finalization of the L1 Bidder for strategic tie up, the bidder has to be submit the EMD of 2% of the finalized value as a "Bid Security; before quoting the tender by BHEL to end Customer (M/s TSTRANSCO). For details may please refer clause no. 06 mentioned below.

In case of non-submission of the same action shall be initiated as per as per extant guidelines of the BHEL available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

## 2. PREAMBLE:-

BHEL intends to participate in the tenders invited by M/s Transmission Corporation of Telangana Limited (M/s TSTRANSCO) for the 400kV Class substations along with the 400kV Transmission lines on turnkey basis under their Kaleswaram Lift Irrigation Project at various locations in Telangana (Please refer the tender details & description given as under).

As per the tender qualification requirement of M/s TSTRANSCO, bidder as a prime Contractor/as a Lead Partner must meet the requisite experience criteria specified for 400kV Substation as well as for 400kV Transmission Line.

Bidders who meets the qualifying criteria of only one Part (Substation or Transmission Line) are also eligible to participate if they meet the criteria of the other part with the support of a JV partner.

BHEL fully comply the qualification criteria specified for 400kV Substation. However, have very limited experience in Transmission Line domain to comply the relevant requisite experience criteria. Since, BHEL does not comply the QR w.r.t. Transmission Line on standalone basis, BHEL is looking for the technically and financially qualified bidders/partners for transmission line works for the tender specific strategic tie up in order to jointly address the tenders invited by M/s TSTRANSCO.

In view of the above, following Six separate tenders are invited by BHEL for Strategic tie up with qualified transmission line contractors; -

Sl no.	Location	Transmission line tentative scope
1	400/11KV Namapur (Pegadapally) Substation  • TSTRANSCO Bid Notice No:- -e-TSTLI-04/2021	4) 400 KV TMDC line from Namapur Substation Switchyard to Transformer Deck of Pump House of length 2 Km 5) 400kV QMDC Line from 400kV Kachapur Switching station to 400/11kV Namapur (Pegadapally) SS of Line length 19.3 Km. 6) 400kV QMDC Line from 400kV Velgatoor Switchyard to 400/11kV Namapur (Pegadapally) SS of line length 22.5 Km. <b>The arrangement/settlement of ROW shall be in the scope of Transmission line Bidder</b>
2	400/11kV SS at Velgatoor:  • TSTRANSCO Bid Notice No:-	1) 400 KV TMDC line from Velgatoor Substation Switchyard to Transformer Deck of Pump House of length 2.11 Km

	-e-TSTLI-05/2021	2) 400kV QMDC Line from 400kV Kachapur Switching station to 400/11kV Velgatoor SS of Line length 26 Km. <b>The arrangement/settlement of ROW shall be in the scope of Transmission line Bidder</b>
3	400 KV Switching Station at Kachapur  • TSTRANSCO Bid Notice No:- -e-TSTLI-03/2021	1) LILO of 400kV QMDC Line from STPP Jaipur-Gajwel 400/220/132kV SS to Kachapur Switching Station -line Length 2 X 3.5 KM in Karimnagar (old) district. 2) LILO of 400kV QMDC Line from Telangana STPP NTPC (2x800MW)- 400/220/32kV Narsappur SS to Kachapur Switching Station - Length 2 X 2.5 KM in Karimnagar (old) district. 3) 400kV QMDC Line from 400kV Kachapur(Vadkapur)Switching station to 400/220kV Ramadugu SS : Length 9 KM in Karimnagar (old) district. <b>The arrangement/settlement of ROW shall be in the scope of Transmission line Bidder</b>
4	400/220 KV Annaram Substation  • TSTRANSCO Bid Notice No:- -e-TSTLI-01/2021	1) 400 KV QMDC line (approx . 22.5 KM) from STPP(Jaipur) to proposed 400 KV SS at Annaram pump house near Gunjapadugu village <b>The arrangement/settlement of ROW shall be in the scope of Transmission line Bidder</b>
5	400/11kV Veljipur Sub-Station • TSTRANSCO Bid Notice No:- -e-TSTLI-06/2021	1) 400KV QMDC Line from existing 400/11KV Tippapur SS to proposed 400/11KV SS Veljipur of line length of 5.5 Kms in Rajanna Sircilla district 2) 400 KV TMDC line ( Pressure Main Towers) from 400/11KV LIS Veljipur Switch yard Gantry to Transformer Deck (2 km) <b>The arrangement/settlement of ROW shall be in the scope of Transmission line Bidder</b>
6	400/11KV Yellaipally Substation • TSTRANSCO Bid Notice No:- -e-TSTLI-07/2021	1) 400 KV QMDC Line from Existing 400/13.8/11 KV Chandlapur SS to proposed Yellaipally 400/11 KV Substation -13.0 Km. <b>The arrangement/settlement of ROW shall be in the scope of Transmission line Bidder</b>

- a) All the above mentioned six tenders are hosted at our web page ([www.bhel.in](http://www.bhel.in)) and also available on <https://eprocurebhel.co.in>. The estimated value of each tenders are available in "Commercial Schedule ". Bidders are requested to visit the website and go through each tender for better understanding.
- b) All the six tenders will be finalized separately. Bidders may submit their bid separately for all locations or any nos of locations of above mentioned tender.
- c) The Bids shall be opened privately and successful bidder shall be informed for signing of the Consortium agreement with BHEL for separate tenders.
- d) The transmission line tenders will be sorted in descending order/sequence in terms of BHELs internal cost assessment (Highest value transmission line package will be opened first). Lowest Bidder (L1) for each tender/transmission line package shall be finalized independently.  
Separate project specific JV agreement/MOU will be signed between BHEL & selected TL company for each package for submission to TSTRANSCO.
- e) As per TSTRANSCO's tender specification, in case of firm quoting for more than one work/tender for similar works opened during same period and becomes lowest in more

than one work/ tender, the aggregate requirement of erection experience, satisfactory performance, manufacturing capacity and experience, availability of TSE's (Tension Stringing Equipment) and financial capability will be examined at the time of awarding based on the works already awarded/ to be awarded/under consideration by end user M/s TSTRANSCO.

- f) BHEL will assess the financial capability of the bidder to undertake the project(s) and will reserve the right to accept/ reject the party based on the currently available bid capacity for which relevant details of the project under execution, available bid balance capacity shall be furnished by the bidder.
- g) In case bidder becomes L-1 in a particular tender and does not have the required financial capability to be qualified for other tender(s) considering the aggregate tender(s) requirement, his bid shall not be considered for price bid opening.
- h) The decision of BHEL shall be final & binding for all the bidders on the above aspect as mentioned from point no. (a) to (g).

3. Bidder **has** to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://eprocurebhel.co.in>

**Procedure for Submission of Tenders through e tendering** : The tender is also floated online through our E-Procurement Site <https://eprocurebhel.co.in> . The bidder may respond by submitting their offer online in our e-Procurement platform at <https://eprocurebhel.co.in> Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted online above as mentioned below:

**a. Technical Bid (Un priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
  - ii. The price should be quoted for the accounting unit indicated in the e-tender document.
  - iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
  - iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
  - v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- c. Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
- d. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**4. Bidders may also submit their bids through unique common e mail ID.**

**Procedure to submit the bid through E mail ID are as below:-**

A) The bidder may also allowed to submit their bid /offers to the common e-mail addresses as below **(Without copy to any other e mails).** Following procedure may be followed by bidders in this regard.

**A.1 Bidders have to submit their bid into two parts: - Technical Bid and Price bid in two separate folders.** The folders names shall be clearly specified as technical bid & Price bid in e-mail folder.

**A.2** Folders of Technical Bid and Price Bids are to be submitted separately at two different e-mail ids as per procedure mentioned below:

**A.2.1 Submission of Technical Bid**

- i)** Folder containing Technical Bid shall be submitted to Common E Mail Address : [tbsmtenderbox@bhel.in](mailto:tbsmtenderbox@bhel.in).
- ii)** The subject of the e-mail for offer submission shall be clearly specified as “ **NAMAPUR Transmission Line; Enquiry No: - TBSM/NAMAPUR /STE-01/TENDER /20-21**”
- iii)** All the works credentials relevant for meeting PQR shall be submitted in Technical bid folder.
- iv)** The technical bid shall be in **Pdf or in Zip forms and the capacity of the folder should not be more than 10 MB.**
- v)** If the capacity of the folder shall be more than 10 MB, the technical bid folder shall be split into like the folders “**Technical Bid- Part-1, Part-2, part -3, part4 .....** and shall be submitted through subsequent e mails mentioning Mail – **part-1 of total nos of mail , Mail-Part-2 of total nos of e mails .....**
- vi)** Offers sent to any other e-mail IDs shall not considered for evaluation purpose.
- vii)** Please note that Price Bid Folder is not to be submitted at E Mail id [tbsmtenderbox@bhel.in](mailto:tbsmtenderbox@bhel.in). Price bid is to be submitted at separately as per details given below.

**A.2.2 Submission of Price Bid:-**

- i)** Folder containing **Price Bid** shall be submitted to Common E Mail Address:  
**A) [tbsmtender.pricebidbox@bhel.in](mailto:tbsmtender.pricebidbox@bhel.in).**
- viii)** The subject of the e-mail for offer submission shall be clearly specified as “**PRICE BID for Tender for “NAMAPUR Transmission Line; Enquiry No: - TBSM/NAMAPUR /STE-01/TENDER /20-21**”

***Same shall be submitted simultaneously along with the Technical bid.***

- ii)** The price bid shall be in **Pdf or in Zip forms and the capacity of the folder should not be more than 10 MB.**
- iii)** Price bid sent to any other e-mail IDs shall not considered for evaluation purpose.

**A.2.3 Summary:-**

**Thus from above, bidders may clearly note that for submission of complete offer, bidders have to use below mentioned emails:-**

**(a) Mail For Technical Bid on :- [tbsmtenderbox@bhel.in](mailto:tbsmtenderbox@bhel.in)”**



**(b) Mail for Price Bid on:- [tbsmtender.pricebidbox@bhel.in](mailto:tbsmtender.pricebidbox@bhel.in)**

- A.2.4 Apart from above e mails, Bidders are requested to **“intimate the submission of their bid without attaching any tender documents”** to the e- mail **“[tbsm@bhel.in](mailto:tbsm@bhel.in)”** . Bidders may also inform over phone to the concerned executive on the “date of opening of the tender” in this regard.
- A.2.5 In case, “the bid of any bidder was left to open / process” due to non-availability of the intimations as mentioned in point no. – A.2.4 above, BHEL shall not be responsible and their bid shall not be considered for further processing.

BHEL’s decision for all the points mentioned in “A” under head **“Procedure to submit the bid through E mail ID** shall be final in case of any disputes and is binding to the bidders.

- 5. Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 02 to 04 mentioned above.**
- 6. EMD is Being waive off for this tender at the time of bidding. After finalization of the L1 Bidder for strategic tie up, the bidder has to be submit the EMD of 2% of the finalized value as a “Bid Security; before quoting the tender by BHEL to end Customer (M/s TSTRANSCO). The mode of deposit of EMD shall be as below:-**
- Mode of EMD deposit:  
EMD can be submitted in any one of the following modes:
    - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
    - ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in tender document.
    - iii) Banker’s cheque/Pay order/Demand Draft, in favour of ‘BHEL’ and payable at New Delhi (Along with offer)
    - iv) Fixed Deposit Receipt (FDR) issued by schedule Banks/Public Finance Institutions as defined in the companies ACT (FDR should be in the name of the contractor, a/c BHEL
    - v) In case total EMD amount is more than Rs. 2 Lakh, the amount in excess of Rs. 2 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
    - vi) No other form of EMD remittance shall be acceptable to BHEL.
  - Forfeiture of EMD:  
EMD by the bidder will be forfeited as per NIT conditions, if
    - i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
    - ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.
  - EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant “Guidelines on Suspension of business dealing with supplier/contractors” and forfeited/ released based on the action as determined under these guidelines.
  - In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award off the work (Subject to receipt of the order from M/s TSTRANSCO).
  - EMD shall not carry any interest.
  - EMD of successful bidder shall be retained as part of Security Deposit

- Bidders may please note that “One Time EMD” provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as ‘One Time EMD’ with BHEL are also required to submit the requisite amount of EMD.
- The Format for submission of Bank Guarantees ( wherever required as per Tender documents ) shall be provided by BHEL to Bidders whenever required in due course of time
- No MSE benefits shall be given to MSEs bidder for WORKS CONTRACT.
- Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A, C BLOCK, PHASE 2, INDUSTRIAL AREA, SECTOR-62, NOIDA – 201301 (U.P.)
NAME OF BANK	HDFC BANK
NAME OF BANK BRANCH	ARERA COLONY, BHOPAL
CITY	BHOPAL
ACCOUNT NUMBER	00620320000021
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	HDFC0000062
MICR CODE	462240002

7. The list of list of nationalised and scheduled banks for submission of EMD & Performance security ( Subject to receipt of the order by BHEL from M/s TSTRANSCO) is attached herewith as per Section X of Volume-I .
8. Bidders may please be noted that the GCC, GCE, GTC, GCES , SCC shall be on back to back basis as per end Customer’s (M/S TSTRANSCO) tender documents and applicable for the transmission line bidder. Please be noted that in TSTRANSCO tender document, wherever Bidder/contractor is mentioned may understand as “Transmission line Bidder/contractor” and wherever Customer/purchaser is mentioned “M/s TSTRANSCO “ may be considered. In Post award stage, In case of any dispute on any terms & Conditions of M/s TSTRANSCO & BHEL’s tender documents, the decision of BHEL shall be final and binding to the bidders.
9. Bidder may please be note that, being strategic tie up, the bidder shall be jointly & severally responsible for all the contractual obligations pertaining to tender for which bid shall be submitted jointly by BHEL as lead bidder and selected Transmission line party in project specific JV mode.
10. Since the contract is unit rate contract and BOQ (as defined by TSTRANSCO in the tender document) is on back to back basis, hence any variation in the contract value wrt variations in BOQ items shall be governed by end customer’s contract/ decisions. BHEL’s decision in this regard is final
11. Any extra (additional) items/works identified during the course of execution of the work, which is originated by end Customer (M/s TSTRANSCO) for the completion of the project and same is beyond the scope of the subject contract, such extra/ additional items shall be settled with the Transmission line contractor on mutually agreed price and T&Cs; subsequent to M/s TSTRANSCO’s agreement for the payment against the said additional work/scope.
  - At the time of execution of works at site, Site In charge identifies the extra items/ works, required to be executed at site which are not covered in BOQ of sub-contractor but required to be executed as per RFC/ site requirement / customer requirement to completion the scope of work.
  - All rectifications / modifications, revamping, and reworks required for any reasons, not due to the fault of the contractor, but needed due to any change in deviation from drawings and design of equipment, operation / maintenance requirements, mismatching, or due to damages in transit, storage and erection / commissioning, and other allied works which are **not very specifically indicated in the drawings**, but are found essential for satisfactory

completion of the work, will be considered as extra works.

- Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage / loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.
- All the extra work should be carried out by a separately identifiable gang, without affecting routine activities.
- Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account.
- The TL contractor, on receipt of drawing/ / instruction from BHEL, shall inform BHEL (within 15 days) the rate / rates of item/items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including prevailing market rates for submission of claim to TSTRANSCO.
- Extra/substituted Works shall be regulated as per customer's ( TSTRANSCO) technical Specification / Tender documents

## **12. BONDS, GUARANTEES, SECURITY**

- At Bidding Stage, for lodging the bids to TSTRANSCO, the Consortium Leader shall furnish the bid guarantee (as applicable for the complete project) as per the bid specification requirement from TSTRANSCO. Consortium Partner (Transmission Line contractor (party)) shall provide a counter guarantee (for a value in proportion to the value of its Share of Scope of the complete project/package) beforehand in favour of the Consortium Leader.
- In case of emergence of consortium as the lowest bidder and subsequent award of Contract and contract split from TSTRANSCO, each Party will be responsible to furnish the required guarantees (VIZ. Performance security, Security deposit, Bond etc.) of their respective Contracts, if acceptable to the Customer (TSTRANSCO). If not, then the Consortium Leader will furnish all such guarantees to Customer and other Party (Transmission Line Contractor) shall furnish counter guarantees to the Consortium Leader prior to submission of guarantees to Customer (TSTRANSCO).
- If these bonds of guarantees are invoked by the Customer in terms of the provisions of the Contract, the parties shall be liable in accordance with relevant clauses of BHEL /Customer's contract
- The counter Guarantees will remain valid till the main guarantees stay valid with Customer or settlement of claims/ dues between Parties are carried out fully, whichever is later. The counter guarantees are to be extended by the Party as communicated by the Consortium Leader time to time failing which Consortium Leader will have full right to invoke the counter guarantees.

## **13. BID PRICE**

- The consortium leader shall prepare and determine the prices to be quoted to the customer as single percentage, i.e. excess / on par / less on the total Estimated Contract Value of customer.
- The Consortium partner (transmission line contractor) shall provide the prices of Transmission Line scope to the consortium leader and shall be eligible to claim the prices as quoted to the Consortium leader only (irrespective of the values quoted by the consortium leader to the customer due to reasons arising out of the requirement of quoting for the complete tender/package on single %age basis.
- In the event if the quoted prices to customer (for transmission line scope) is less (due to quoting the tender of single %age basis) than the price quoted by consortium partner (transmission line contractor) to consortium leader, the prices (unit rate prices) as

quoted by transmission line contractor (Consortium partner) shall be ensured by BHEL. In the event if the quoted prices to customer (for transmission line scope) is in excess (due to quoting the tender of single %age basis) than the price quoted by Consortium Partner (Transmission line contractor) to the consortium leader, consortium partner shall not make any additional claim on this account.

14. The pre-selected party associating with BHEL for the purpose of joint bidding for TSTRANSCO tender(s) shall not be allowed to participate as a bidding company directly; or indirectly through their Subsidiaries, Partnership, Ownership, Individual firm; or through any other Consortium. The party shall submit an undertaking in this respect.
15. Each Party shall use all reasonable efforts to secure the award of the Contract. No Party shall, however, have a claim against any other Party arising out of a failure to secure a Contract for the Project except as a result of material breach of this Agreement.
16. The Bidders may please be noted that the aforesaid work has to be delivered within a timeline of Fifteen (15) months from the date of Handing over of profiles by TSTRANSCO. The supply of materials and equipment for the above work shall be completed within Twelve (12) months from the date of handing over of profiles by TSTRANSCO. The time extension shall be governed as per the end customer's (M/s TSTRANSCO) contract.
17. Bids shall remain valid for 04 months from the date of opening of the bid or Contract finalization date from TSTRANSCO's end (whichever is later)
18. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
19. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer (ITB) enclosed herewith.
20. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
21. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
22. **Drawings & FQP enclosed with the NIT (if provided) are for tender purpose only. Drawings & FQP may get change during execution stage and work to be carried as per latest RFC drawings & Field Quality Plan (FQP).**
23. **Construction/ RFC drawing/ Fronts shall be furnished progressively as per project requirement and no claim towards idling charges/ project overheads etc. borne by the contractor on account of non availability of drawings/ fronts shall be entertained.**
24. **Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned TSTRANSCO's Tender document.**
25. The Bidders are advised to visit Site to have better understanding of job.
26. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

**27.** Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.

**28.** BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

**29.** Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.

**30.** The evaluation currency for this tender shall be INR.

**31.** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

### 32. Integrity Pact (IP)

- (a) IP is a tool to ensure that activities and transactions between the Company and Its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

Sl no.	IEM	Phone & E- mail
1	Shri Arun Chandra Verma, (IPS ( Retd.))	<a href="mailto:Acverma1@gmail.com">Acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh. IPS ( Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (part-I in case of Two/ Three Part Bid). Only **those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding.** In other words, entering into this Pact would be a preliminary qualification,

(c) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through e-mail only.

Note:-

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below":*

Details of contact person (s):-

1) Name:- Mukesh Paswan Department :- TBG, Subcontracting Address:- BHEL/ TBG, Noida Phone:- 01206748454 E mail:- paswan@bhel.in	2) Name:- Rajiv Ranjan Department :- TBG, Subcontracting Address:- BHEL/ TBG, Noida Phone:- 01206748575 E mail:- rajiv_ranjan@bhel.in
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- 33.** Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidders representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and freezed. Bidders should quote their most competitive rates as there will not be any price negotiation. However if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID.** Offers with deviations are likely to be rejected. However if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".
- 34.** In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
- 35.** Any materials (if required) for erection works have to be procured from Customer approved sources only. It will be the bidder's responsibility to get the approval of materials and vendors for materials.
- 36.** The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.
- 37.** Work schedule and the deployment of manpower and T&P resources committed by the contractor in their offer, to match the scheduled completion, shall be submitted by contractor and mutually agreed with site In-charge immediately after the award of work. Further, the contractor shall mobilise at site within two weeks of award of work.

38. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
39. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.
40. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technical capability will be discussed and ascertained by the committee.
41. Performa for Consortium Agreement/ JV Agreement between BHEL and "Transmission Line bidder" is as per "Annexure-BHEL-06" attached with the tender documents. Detailed Consortium /JV with successful L-1 bidder will be entered in accordance with Terms & conditions mutually agreed between BHEL & L-1 bidder.
42. **The subject enquiry is for tender specific strategic tie-up in order to jointly address the TSTRANSCO's tenders by BHEL as lead bidder. Subject to BHEL bagging the contract from the Customer (M/s TSTRANSCO), BHEL will place the work order on L-1 bidder which shall be in line with the terms and conditions as per this tender document as well as the Consortium Agreement .**
43. **FACILITIES PROVIDED TO MSEs:-**  
Vide office memorandum F.No.21(8)/2011-MA dated 09.11.2016, Office of AS&DC, Ministry of MSME has issued clarification regarding definition of Goods and Services under the Public Procurement Policy of MSEs order-2012, In accordance with the Public Procurement Policy for MSEs order-2012 and OM regarding definition of Goods and Services issued by Ministry of MSME, it is clarified that benefits as envisaged in Public Procurement Policy for MSEs Order 2012 are to be provided in respect of the procurements related to the Goods and Services produced and provided by Micro and Small Enterprises (MSEs) only and **no benefits is to be given in Case of Works Contracts.**

Thanking you,

Yours faithfully,  
For and on behalf of BHEL,

**(Mukesh Paswan)**  
**AGM /TBSM**

**TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD**

**REF.: TBSM/NAMAPUR /STE-01/TENDER /21-22**

**DATE: 07.05.2021**

**SUB: OPEN TENDER ENQUIRY FOR “TENDER SPECIFIC STRATEGIC TIE-UP FOR EXECUTION AND HANDING OVER OF FOLLOWING 400 KV TRANSMISSION LINE WORK INCLUDING ARRANGEMENT /SETTLEMENT OF RIGHT OF WAY ON EPC BASIS) FOR TSTRANSCO’S TENDERS AT TELANGANA UNDER KALESWARAM LIFT IRRIGATION PROJECT”.**

**DETAILS OF TRANSMISSION LINE UNDER THE TSTRANSCO’S TENDER BID NOTICE NO.:- e-TSTLI-04/2021:**

- 1) 400 KV TMDC LINE FROM NAMAPUR SUBSTATION SWITCHYARD TO TRANSFORMER DECK OF PUMP HOUSE OF LENGTH 2 KM**
- 2) 400KV QMDC LINE FROM 400KV KACHAPUR SWITCHING STATION TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 19.3 KM.**
- 3) 400KV QMDC LINE FROM 400KV VELGATOOR SWITCHYARD TO 400/11KV NAMAPUR (PEGADAPALLY) SS OF LINE LENGTH 22.5 KM.**

It is certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

Also It is being declares that we ( .....Bidder Name .....) will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

(Signature of Tenderer)

Name and Designation of Authorised person (s)  
Signing the tender on behalf of the tenderer