

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
10th Floor, Plot no.- C-20, 1A/1, Joy towers,
C Block, Phase 2, Industrial Area Sector-62,
Noida, Distt. Gautambudh Nagar, UP-201301



TENDER DOCUMENTS

FOR

“ TENDER SPECIFIC STRATEGIC TIE-UP FOR “ CONSTRUCTION OF 400 KV AND 220 KV TRANSMISSION LINE WORK (DETAILS AS BELOW) INCLUDING SUPPLY OF ALL EQUIPMENT/MATERIALS, ERECTION (INCLUDING CIVIL WORKS), ARRANGEMENT / SETTLEMENT OF RIGHT OF WAY, TESTING & COMMISSIONING ON EPC BASIS” FOR M/S RRVPNL AT PACHPADRA IN RAJASTHAN.

Details of Transmission line: -

- i) CONSTRUCTION OF LILO OF ONE CKT. OF EXISTING 400KV D/C RAJWEST – KANKANI LINE AT PROPOSED 400KV GSS PACHPADRA (TWIN MOOSE) -(35KMS) ON TURNKEY BASIS (DEPOSIT WORK)**
- ii) CONSTRUCTION OF LILO OF ALREADY CONSTRUCTED 220KV S/C BALOTARA – HRRL LINE AT PROPOSED 400 KV GSS PACHPADRA – (3 KMS.) ON TURNKEY BASIS (DEPOSIT WORK)**
- iii) CONSTRUCTION OF 2X220 KV S/C LINE [ON D/C TOWERS] FROM PROPOSED 400KV GSS PACHPADRA TO M/S HRRL – (28 KMS.) ON TURNKEY BASIS (DEPOSIT WORK)**
- iv) CONSTRUCTION OF LILO OF 220KV S/C BALOTARA – BORANDA LINE AT 400KV GSS HRRL (RVPN LAND) – 10 KMS. ON TURNKEY BASIS (DEPOSIT WORK)**

CUSTOMER

M/S RAJASTHAN RAJYA VIDYUT PRASARAN LIMITED (M/S RRVPNL)

TENDER SPEC. NO.: TBSM/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22

DATE: 08.07.2021

**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/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22

DATE: 08.07.2021

SUB: TENDER SPECIFIC STRATEGIC TIE-UP FOR “ CONSTRUCTION OF 400 KV AND 220 KV TRANSMISSION LINE WORK (DETAILS AS BELOW) INCLUDING SUPPLY OF ALL EQUIPMENT/MATERIALS, ERECTION (INCLUDING CIVIL WORKS), ARRANGEMENT / SETTLEMENT OF RIGHT OF WAY, TESTING & COMMISSIONING ON EPC BASIS” FOR M/S RRVPNL AT PACHPADRA IN RAJASTHAN.

Details of Transmission line: -

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- iv) CONSTRUCTION OF LILO OF 220KV S/C BALOTARA – BORANDA LINE AT 400KV GSS HRRL (RVPN LAND) – 10 KMS. ON TURNKEY BASIS (DEPOSIT WORK)**

Dear Sirs,

- 1. Sealed tenders are invited for the identification of a suitable Transmission Line Contractor to “cater Construction of 400 KV and 220 KV Transmission Line work (Details as below) including supply of all equipment/materials, erection (including civil works), arrangement / settlement of right of way, testing & commissioning on EPC basis for tender specific strategic tie-up” in order to jointly address the tender for M/s RRVPNL for Substation & Transmission Line works at Pachpadra in Rajasthan.**

NAME OF WORK (Details of Transmission line)	TIME OF COMPLETION	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
1) CONSTRUCTION OF LILO OF ONE CKT. OF EXISTING 400KV D/C RAJWEST – KANKANI LINE AT PROPOSED 400KV GSS PACHPADRA (TWIN MOOSE) -(35KMS) ON TURNKEY BASIS (DEPOSIT WORK).	18 (Eighteen) months from the date of Letter of Award by M/S RRVPNL (For details Please refer the Appendix-SSC of the RRVPNL's Tender Document relevant Pages attached herewith)	Please refer Note-I below	15.07.2021 14.30 hrs.	15.07.2021 15.30 hrs. (Technical bid only) and Price bid opening date will be intimated later to Techno commercially acceptable parties
2) CONSTRUCTION OF LILO OF ALREADY CONSTRUCTED 220KV S/C BALOTARA – HRRL LINE AT PROPOSED 400 KV GSS PACHPADRA – (3 KMS.) ON TURNKEY BASIS (DEPOSIT WORK).				

3) CONSTRUCTION OF 2X220 KV S/C LINE [ON D/C TOWERS] FROM PROPOSED 400KV GSS PACHPADRA TO M/S HRRL – (28 KMS.) ON TURNKEY BASIS (DEPOSIT WORK).				
4) CONSTRUCTION OF LILO OF 220KV S/C BALOTARA – BORANDA LINE AT 400KV GSS HRRL (RVPN LAND) – 10 KMS. ON TURNKEY BASIS (DEPOSIT WORK)				

Note-I:

- a) **The EMD amount to be submitted by bidder at the time of bidding is “1% of the BHEL’s estimated cost i.e Rs. 88,25,813/-.**
- b) However, after finalization of the L1 Bidder for strategic tie up, the bidder has to submit the EMD of 1% of the finalized value of the particular tender as a “Bid Security”; before quoting the tender by BHEL to end Customer (M/s RRVPNL). In case of non-submission of the same, the EMD amount submitted at the time of bidding (i.e 1% of BHEL’s estimated cost) shall be forfeited and further action shall be initiated as per extant guidelines of the BHEL available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
- c) Within thirty (30) days after receipt of the letter of award, the successful Bidder shall furnish the **performance security for 3% (Three percent)** of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, The performance security of a joint venture shall be in the name of Lead Partner (BHEL) of Joint Venture. The Stamp Duty and Surcharge will be as applicable as per Rajasthan Stamp Act.
- d) The Successful bidder at the time of signing of contract agreement, may submit option for deduction of performance security from each running and final bill @3% of the amount of the bill.
- d) The Validity of PBG shall be 2 (two) months more than from period of Guarantee of the Contract.
- e) Being strategic tie up, the successful bidder has to furnish the performance security for their scope of work on back to back basis as per the end Customer’s (M/s RRVPNL) tender document (Attached herewith).

2. PREAMBLE:-

- BHEL intends to participate in the tender invited by M/s Rajasthan Rajya Vidyut Prasaran Limited (M/s RRVPNL) under specification no. :- RVPN /SE(CONT-II)/XEN-3/BN-9019002102 for the “Construction of 400/220kV GSS Pachpadra alongwith 500 MVA, 400/220/33 kV transformer and 400 kV, 125 MVAR bus reactor including supply of all equipments/materials, erection (including civil works), testing and commissioning (on turnkey basis) as deposit works of M/s HRRL (RVPN land) and associated 400kV & 220kV transmission lines , namely :-
- (i) Construction of LILO of one CKT of existing 400kV D/C Rajwest – Kankani line at proposed 400kV GSS pachpadra (twin moose) - (35kms) on turnkey basis (deposit work)

- (ii) Construction of LILO of already constructed 220kV S/C Balotara – HRRL line at proposed 400 kv GSS Pachpadra – 3 kms. on turnkey basis (deposit work).
 - (iii) Construction of 2x220 kV S/C line [on D/C towers] from proposed 400kV GSS Pachpadra to M/s HRRL – 28 kms. on turnkey basis (deposit work).
 - (iv) Construction of LILO of 220kV S/C Balotara – Boranda line at 400kV GSS HRRL (RVPN land) – 10 kms. on turnkey basis (deposit work)
- As per the tender qualification requirement of M/s RRVPNL, bidder as a prime Contractor (as single entity) must meet the requisite experience criteria specified for 400kV Substation as well as for 400kV and 220 kV 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 RRVPNL.
- In view of the above, the subject tender is invited by BHEL for Strategic tie up with qualified transmission line contractor.
- The project specific JV agreement/MOU will be signed between BHEL & selected TL company for final submission of the bid by BHEL to M/s RRVPNL.
- BHEL shall be Lead partner for the subject tender specific strategic tie up. An authorization in this regard shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of both the partners (BHEL & Transmission line contractor)
- The lead partner (BHEL) shall be authorized to incur liabilities and receive instructions for and on behalf of both the partners ((BHEL & Transmission line contractor) of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the lead partner (BHEL).
- Both the partners of the Joint Venture (BHEL & Transmission line contractor) shall be liable jointly and severally for the execution of the contract and all the contractual obligations in accordance with the contract terms and a statement to this effect shall be included in the authorization (mentioned above) as well as in the bid form and in the Contract Form **(in case successful bid)**
- BHEL will assess the technical and financial capability of the bidder (s) as per the qualifying requirement mentioned in the tender documents and will reserve the right to accept/ reject the party.
- The Owner (M/s RRVPNL) / BHEL reserves the right to request for any additional information at any stage as per their qualifying requirement. If in the opinion of the BHEL, the details furnished by the bidder (s) are incomplete, their price bid shall not be opened.
- The decision of BHEL shall be final & binding to bidder for on the above mentioned aspect under the head “preamble”.

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 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 EXCEPT EMD (which shall be submitted in physical form (as described in NIT cl. No.1) 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. Earnest money Deposit (EMD) furnished in accordance with NIT Clause 5.0
- ii. 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.
- ii) The subject of the e-mail for offer submission shall be clearly specified as “ **Pachpadra Transmission Line; Enquiry No: - TBSM/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22**”
- 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. 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.
- viii) The subject of the e-mail for offer submission shall be clearly specified as “**PRICE BID for Tender for “Pachpadra Transmission Line; Enquiry No: - TBSM/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22**”

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
- (b) Mail for Price Bid on:- 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” . 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. **Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described above in Note-I which shall be part of the Technical Bid.**

In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach to following address at before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

TENDER SPEC. NO.: TBSM/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22 DATE: 08.07.2021
TO,

Mukesh Paswan
AGM (TBSM)

BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
10TH Floor, Plot no.:- C-20, 1A/1, Joy towers,
C Block, Phase 2, Industrial Area
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309
TELEPHONE: 0120-6748454, 6748575,9560989092, 9650299229 FAX: 0120-6748579
E-mail: tbsm@bhel.in

6. **Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 02 to 05 mentioned above.**
7. The list of nationalised and scheduled banks for submission of EMD & Performance security Subject to receipt of the order by BHEL from M/s RRVPNL) is attached herewith as per "Annexure to the General Conditions of Contract"
8. Bidders may please be noted that the GCC, SCC, GCE, Technical specifications etc shall be on back to back basis (with slight modifications) as per end Customer's (M/S RRVPNL) tender documents and applicable for the transmission line bidder. Please be noted that in M/s RRVPNL's tender document, wherever Bidder/contractor is mentioned may understand as "Transmission line Bidder/contractor" and wherever Customer/purchaser is mentioned "M/s RRVPNL "may be considered. In Post award stage, In case of any dispute on any terms & Conditions of M/s RRVPNL & BHEL's tender documents, the decision of BHEL shall be final and binding to the bidders. Also Bidders may please note that "whatever documents as asked by end customer (M/s RRVPNL) on account of Joint venture provisions as per their tender documents, same shall be provided/submitted by the bidders as & when required"
9. Considering the tender for Strategic Tie up and for the better understanding of the bidders for the submission of their offer in line with End customer's contract, the Volume-1 of the Customer's (RRVPNL) tender document ref no. : RVPN /SE(CONT-II)/XEN-3/BN-9019002102 is being attached herewith for ready reference. Bidders are advised to go through the End Customer's tender documents carefully before quoting the subject tender.
10. Since the contract is unit rate contract and BOQ (as defined by M/s RRVPNL 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. Bidders may please be noted that “In the event of price reduction during negotiation by BHEL with end customer (M/s RRVPNL); corresponding reduction will be passed to the contractor (s) “
12. The pre-selected party associating with BHEL for the purpose of joint bidding for M/s RRVPNL tender 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.
13. 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.
14. The Bidders may please be noted that the completion of facilities as per the scope of work is 18 (Eighteen) months from the date of Letter of Award by M/S RRVPNL. The time extension (if any) shall be governed as per the end customer’s (M/s RRVPNL) contract.
15. Bids shall remain valid for 180 days after the date of opening of techno commercial bid (Jointly submitted by Transmission line contractor and BHEL to M/s RRVPNL) by M/s RRVPNL .
16. 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.
17. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
18. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
19. 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.
20. **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).**
21. **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.**
22. **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 RRVPNL’s Tender document.**
23. The Bidders are advised to visit Site to have better understanding of job.
24. 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.

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 and/or under applicable legal provisions”.

25. 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.

26. 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."

27. 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.

28. The evaluation currency for this tender shall be INR.

29. 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.

30. 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.))	Acverma1@gmail.com
2	Shri Virendra Bahadur Singh. IPS (Retd.)	vbsinghips@gmail.com

(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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31. 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".
32. 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.
33. 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.
34. The purchase preference for central P.S.Us shall be given as per the prevailing Government policy.
35. 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.

36. 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.
37. 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.
38. 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 technically capability will be discussed and ascertained by the committee.
39. Performa for Consortium Agreement/ JV Agreement between BHEL and "Transmission Line bidder" is as per RRVPNL's 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.
40. **The subject enquiry is for tender specific strategic tie-up in order to jointly address the RRVPNL's tenders by BHEL as lead bidder. Subject to BHEL bagging the contract from the Customer (M/s RRVPNL), 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 .**

41. 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/STRATEGIC TIE -UP/ RRVPNL/TENDER/21-22

DATE: 08.07.2021

SUB: OPEN TENDER ENQUIRY FOR “TENDER SPECIFIC STRATEGIC TIE-UP FOR “ CONSTRUCTION OF 400 KV AND 220 KV TRANSMISSION LINE WORK (DETAILS AS BELOW) INCLUDING SUPPLY OF ALL EQUIPMENT/MATERIALS, ERECTION (INCLUDING CIVIL WORKS), ARRANGEMENT / SETTLEMENT OF RIGHT OF WAY, TESTING & COMMISSIONING ON EPC BASIS” FOR M/S RRVPNL AT PACHPADRA IN RAJASTHAN.

Details of Transmission line: -

- i) CONSTRUCTION OF LILO OF ONE CKT. OF EXISTING 400KV D/C RAJWEST – KANKANI LINE AT PROPOSED 400KV GSS PACHPADRA (TWIN MOOSE) -(35KMS) ON TURNKEY BASIS (DEPOSIT WORK)**
- ii) CONSTRUCTION OF LILO OF ALREADY CONSTRUCTED 220KV S/C BALOTARA – HRRL LINE AT PROPOSED 400 KV GSS PACHPADRA – (3 KMS.) ON TURNKEY BASIS (DEPOSIT WORK)**
- iii) CONSTRUCTION OF 2X220 KV S/C LINE [ON D/C TOWERS] FROM PROPOSED 400KV GSS PACHPADRA TO M/S HRRL – (28 KMS.) ON TURNKEY BASIS (DEPOSIT WORK)**
- iv) CONSTRUCTION OF LILO OF 220KV S/C BALOTARA – BORANDA LINE AT 400KV GSS HRRL (RVPN LAND) – 10 KMS. ON TURNKEY BASIS (DEPOSIT WORK)**

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