



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Transmission Business Group;
10th Floor Plot No.c-20/1A/1, Joy Tower,
Sector-62, Noida - 201309 (Uttar Pradesh)
email: tbsm@bhel.in

Corrigendum No. -01 Date: - 07.05.2021

Ref:

- 1) **Tender Spec No:** TBSM/YELLAIPALLY /STE-05/TENDER /21-22 Date: 30.04.2021
- 2) **NIT No. : 58410 (For BHEL Website) .**
- 3) **NIT No.: 2021_BHEL_3706_1 (Through <https://eprocurebhel.co.in>)**
- 4) **Subject of the NIT:- 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-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.

With reference to the above, following Corrigendum may please be noted.

- 1) The revised JDU format for Tower Parts (Annexure-XIII of PQ template) is as per Annexure -1 of this corrigendum (attached and uploaded herewith).
- 2) **Due date & time for tender submission and technical bid opening are extended as below:**

Tender submission date & time: 14.05.2021, 14:30 hrs.

Technical bid opening date & time: 14.05.2021, 15:30 hrs

- Bidders are requested to submit a copy of Corrigendum no. -01 duly signed & stamped by their authorized signatory and submit along with their Technical bid.
- All other terms & conditions of the tender specifications remain unchanged.

Mukesh Paswan
Addl. General Manager/ TBSM

Annexure-I of Corrigendum No. 01**ANNEXURE-XIII****PROFORMA OF JOINT DEED OF UNDERTAKING BY THE TOWER MANUFACTURER ALONGWITH THE
BIDDER/CONTRACTOR****(On a Non-Judicial Stamp Paper of Rs. 100/-)**

THIS DEED OF UNDERTAKING executed this.....day of Two Thousand and....., by, a Company incorporated under the laws ofand having its Registered Office at(hereinafter called the "Tower Manufacturer" which expression shall include its successors, executors and permitted assigns), and a Company incorporated under the laws ofhaving its Registered Office at(hereinafter called the "Bidder"/"Contractor" which expression shall include its successors, executors and permitted/assigns) in favour of Transmission Corporation of TELANGANA Ltd., having its Registered Office at Vidyut Soudha, Khairatabad, Hyderabad – 500 082. (hereinafter called the "Owner" which expression shall include its successors, executors and permitted assigns).

WHEREAS the "Owner" invited Bid as per its Specification No.....for the manufacture, fabrication, supply of towers as per design, Casting of foundation, erection of all types of towers, stringing of conductor and earthwire, testing and commissioning of Transmission line of execution ofTransmission Line.

AND WHEREAS Clause No....., Section, of....., Vol.....forming part of the Bid Documents inter-alia stipulates that the Bidder alongwith Tower Manufacturer must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely supply of towers in the event the Bid submitted by the Bidder is accepted by the Owner resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Owner vide Proposal No.....dated.....based on tie up with the Tower Manufacturer for supply of towers

NOW THEREFORE THIS UNDERTAKING WITNESSTH as under:

- 1.0 In consideration of the award of Contract by the Owner to the Bidder (hereinafter referred to as the "Contract") we, the Tower Manufacturer and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the Transmission Corporation of Telangana Ltd., for the manufacture, testing, supply of towers on FAD store / site basis in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Tower Manufacturer hereby agrees to depute their representatives from time to time to the Owner's Project site as mutually considered necessary by the Owner, Bidder/Contractor and the Tower Manufacturer to ensure proper quality, manufacture, testing and supply on FAD delivery at site basis and successful performance of the material in accordance with Contract Specifications. Further, if the Owner suffers any loss or damage on account of non performance of the material (towers) fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Tower Manufacturer and the Contractor jointly and severally undertake to pay such loss or damages to the Owner on its demand without any demur.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Hyderabad shall have exclusive jurisdiction in all matters arising under the Undertaking.

As a security, the **Tower 'Manufacturer/Bidder** shall apart from the Contractor's performance guarantee of 10% of the contract price, furnish a Contract Performance Guarantee from its Bank in favour of the Owner in a form acceptable to the Owner. The value of such guarantee shall be equivalent to 10% of the total cost of towers to be supplied by the Tower Manufacturer as identified in the Contract awarded by the Owner to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. **The guarantee shall be unconditional, irrevocable and valid upto complete Supplies of Tower Parts.** The Bank Guarantee amount shall be payable to the Owner on demand without any reservation or demur.

4.0 We, the Tower Manufacture/Bidder/Contractor agree that this Undertaking shall be irrevocable and shall 5.0 form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Owner discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Tower Manufacturer and the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

For Tower Manufacturer

1

(Signature)

Signature of Authorised Representative

(Name in Block Letter)

Name

(Office Address)

Common Seal
of company

For Bidder

(Signature)

Signature of Authorised Representative

(Name in Block Letter)

(Office Address)

For JV

Signature of Authorised Representative

Note :-

- (i) The Deed of Joint Undertaking shall be attested by Notary Public of the place(s) of the respective executant(s).
- (ii) In case the bid is submitted by a Joint Venture (JV) of two firms as partners, then the Joint deed of undertaking shall be modified accordingly.