

SECTION – SCC

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL INFORMATION

- 1.1 The MeECL having the registered office at Lum Jingshai, Short Round Road, Shillong - 1, hereinafter referred to as 'the owner', intends to construct the 132kV multi circuit line on 4- circuit towers from 220/132kV substation, Killing to 132kV EPIP-I substation, Byrnihat.
- 1.2 MeECL, therefore, invites sealed bids for the construction of this transmission line on domestic competitive bidding basis:
'The construction the 132kV multi circuit line on 4- circuit towers from 220/132kV substation, Killing to 132kV EPIP-I substation, Byrnihat along with all associated works'.
- 1.2.1 The detail of works involved are (i) construction of 132kV, 3-circuit line on 4-circuit towers – 5.86km from Killing substation upto location no. 16 (near M/s Sai Prakash Ispat Ltd., Byrnihat), (ii) construction of 132kV S/C line on D/C towers – 0.386km from location No. 16 to M/s Sai Prakash Ispat Ltd., Byrnihat (iii) stringing only for the second circuit line & interconnecting both the circuits – 3.5km (approx.) of the existing 132kV S/C line on D/C towers from location no. 16(near M/s Sai Prakash Ispat Ltd., Byrnihat) to 132kV EPIP-I substation Byrnihat.(a copy of the tower schedule for the survey already carried out is attached)
- 1.2.2 The eligibility of the bidders is given in annexure-A (SCC) entitled qualification requirements.
- 1.3 The contents of bidding documents are as indicated under clause 4.0, section - INB, conditions of contract, volume-I of bidding documents. The requirements, conditions, appendices etc., stated in conditions of contract (volume-I), bid proposal sheets(volume-IB) & technical specifications (volume-II) and subsequent amendment(s) shall apply to and shall be considered as part of this volume as if bound together. In case of any discrepancy between the provisions of this volume and other volumes of the bidding document, the provisions of this volume shall prevail.
- 1.4 Unless brought out clearly, the bidder shall be deemed to conform strictly to the provisions of bidding documents. All deviations from the specifications shall be clearly brought out in respective schedules of deviations forming part of bid proposal sheets (volume-IB). Any discrepancy between specifications and the catalogues of the bid, if not clearly brought out in the schedules, will not be considered as a valid deviation.
- 1.5 Bidders may note that the owner has uploaded its 'bidding documents tender' (Vol.-I, IA, IB ,II & III) to MeECL's website. Those bidders who wish to peruse the same may visit **www.meseb.nic.in** However, it shall be noted that no other party, including the bidder/contractor, shall derive any right from this bid documents or have any claim on the owner on the basis of the same. The respective rights of the owner and

bidders/contractors shall be governed by the bidding documents/contracts signed between the owner and the contractor.

2.0 SCOPE OF WORK

2.1 The detailed scope of work covered under the package is specified in the technical specifications, volume-II (TS) and is indicated briefly hereunder:

2.1.1 The scope of work covered under the package includes

- (a) Check survey;
- (b) designing, fabrication and supply of 132kV, 4- circuit transmission line towers(suitable for 3- circuit stringing), as per bidder's design/drawings approved by the owner including bolts, nuts and washers, hangers, D-shackles, etc. including foundation design.
- (c) fabrication and supply of all type of 132kV, D/C transmission line towers as per owner's design/drawing including bolts, nuts and washers, hangers, D-shackles, etc.
- (d) fabrication and supply of all types of tower accessories like phase plate, circuit plate, number plate, danger plate, anti-climbing device, bird-guard and supply of conductor, earthwire, insulators, hardware fittings and accessories for conductor & earthwire.
- (e) selecting type of foundation for different type of 132kV, 4 – circuit towers(suitable for 3- circuit stringing) and casting of foundation as per bidder's foundations design/drawing approved by the owner.
- (f) selecting type of foundation for different type of 132kV D/C towers and casting of foundation as per owner's foundations design/drawing.
- (g) erection of towers, tack welding of bolts and nuts including supply and application of zinc rich primer & enamel paint, painting of towers for aviation requirements, tower earthing, fixing of insulator strings, stringing of conductor, earthwire along with all necessary line accessories.
- (h) testing and commissioning of the erected transmission lines.
- (i) all other items not specifically mentioned in this specification and/or BPS but are required for the successful commissioning of the transmission line, unless specifically excluded in the specification.

2.2 **Before proceeding with the work, the contractor shall fully familiarise himself with the site conditions. It shall be the responsibility of the contractor to arrange all inputs required for detailed engineering and execution. The bidders are advised to visit the site, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc.** The contractor shall be fully responsible for providing all equipment, materials, systems and services specified or otherwise which are required to complete the work and successful testing & commissioning of the transmission lines.

2.3 All materials required for the civil works (including cement and steel), all necessary tools & tackles and plant & equipment shall be arranged and transported to sites

associated with the above scope of work by the contractor at his cost and expense. Nothing shall be arranged and provided by the owner, whatsoever.

- 2.4 The following clauses on insurance read in conjunction with the stipulations at clause 36.0 of GCC, volume-I and clause 15.0 below, shall also apply:
- 2.4.1 The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils. The responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the contractor alone. The contractor shall be responsible for the safety and security of the employees of the contractor & his sub-contractors throughout execution of the works.
- The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations and the owner will not entertain any claim in this regard.
- 2.4.2 The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workmen compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc.
- 2.4.3 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price.
- 2.5 Any other items not specifically mentioned in the specifications but which are required for design, erection, testing, commissioning and satisfactory operation of the transmission line are deemed to be included in the scope of the specifications unless specifically excluded.

3.0 QUALIFYING REQUIREMENTS

- 3.1 The qualifying requirements for the bidders are given in annexure-A(SCC) to this special conditions of contract, Vol.-IA & clause – 2.0 of section INB.

4.0 BID CURRENCIES & PRICES

- 4.1 **Bidders shall quote the prices in Indian rupees only for all expenditures to be incurred.**
- 4.2 The items/equipment/materials/works (referred to as 'items' for the sake of brevity) generally required for completion of the scope of work as per the technical specifications (TS), Vol.-II of bidding documents, are described and given in schedules of items and prices (price schedules) forming part of bid proposal sheets (BPS), Vol.-IB of bidding documents. However, the brief descriptions shall not be construed to limit the scope of work, and the same shall be read in conjunction with corresponding sections of technical specifications(TS) including amendment/errata, if any, thereto.
- 4.3 Bidder shall quote ex-works/ex-factory price (referred to as ex-works price) as applicable, and freight & insurance charges separately for FOR destination site delivery of all the items indicated in the relevant schedules of bid proposal sheets (BPS), volume-IB.

- 4.3.1 Bidder shall indicate separately in their bid, the current rate in percent only of all applicable taxes, duties and levies in respect of transactions between the owner and the contractor under the contract, if any.
- 4.3.2 The bidder shall bear and pay to the concerned authorities any income tax, surcharge on income tax and other corporate taxes, wherever applicable.
- 4.4 Bidder shall quote separately, as per relevant price schedules of BPS, the charges for erection, testing & commissioning (which shall be inclusive of charges for unloading, handling, storage, insurance etc.) of all items which are to be supplied and/or erected at site and charges of associated civil works viz. casting of foundations for tower footings, etc. as specified in technical specification and bid proposal sheet. These charges together for all equipment/materials as applicable shall be deemed to be included in the 'erection charges' to be quoted against the items indicated in relevant schedule of BPS. The charges for civil works to be indicated against erection charges shall be a composite charge for each item which shall include cost of supply and freight & insurance charges of all materials to be used in civil works as well as erection charges. In addition, the cost of any other materials/equipments required for successful erection, testing and commissioning of the transmission line including associated civil works, not indicated separately in the schedule of supply items in the BPS but required as per technical specifications, shall be deemed to be included in the 'erection charges'.
- 4.5 Bidders shall quote charges for type tests and such other charges required to be quoted as per BPS separately in the relevant schedules of the BPS. Bidders shall quote type test charges as required for the total quantity offered.

5.0 PRICE ADJUSTMENT

5.1 General

- 5.1.1 The prices for execution of the entire works covered under the scope of this specification shall be quoted by the bidder in the manner specified, in the BPS. The ex-works price component, and erection price component will be subject to price adjustment only for materials/items of work specifically stated under clause 5.2 and 5.3 below, (for which the bidder shall quote a base price), based on separate formulae as per price adjustment provisions given herein:
- 5.1.2 Prices for check survey, painting of towers, charges for freight & insurance, type test charges etc. shall be **FIRM** and no price adjustment shall be applicable for these components for the entire duration of the contract.
- 5.1.3 The ex-works prices for tower accessories such as aviation signal, danger plate, phase plate, circuit plates, number plate, anti-climbing device, pipe and counterpoise earthing, etc. shall be **FIRM** and no price adjustment shall be applicable on the same for the entire duration of the contract.

5.2 Price adjustment for ex-works price component

5.2.1 Fabricated towers

The price adjustment on the ex-works price component of the fabricated tower parts (including bolts & nuts) shall be worked out as under:

$$dEC = EC_0 [a \times (A_1 - A_0) / A_0 + b \times (B_1 - B_0) / B_0 + 0.11 \times (L_1 - L_0) / L_0]$$

- where,
- dEC = price adjustment amount payable on ex-works price of fabricated tower parts (including bolts & nuts), shipment-wise.
- EC₀ = ex-works price component of fabricated tower parts (including ex-works price of bolts & nuts) shipment-wise,
- A = price index of steel/re-rolled steel angles of size 150 mm x 150 mm x 12 mm conforming to IS:2062:1992, as published by IEEMA.
- B = price index for electrolytic high grade zinc as published by IEEMA.
- L = all India consumer price index for industrial workers as published by labour bureau, Shimla (Govt. of India).
- a = co-efficient of steel, value of which shall be between 0.58 & 0.68
- b = co-efficient of zinc, value of which shall be between 0.06 & 0.16. and the sum of a & b shall be 0.74

The price adjustment in the ex-works prices of fabricated tower parts (including bolts & nuts) calculated by the above formula shall not be subject to any ceiling, whatsoever.

5.2.2 Line materials

(a) For ACSR 'panther' conductor:

Ex-works price component of the equipment:

The price adjustment on the ex-works price component, of conductor shall be as follows: -

$$dECc = ECc [a \times (A_1 - A_0)/A_0 + b \times (B_1 - B_0)/B_0 + l \times (L_1 - L_0)/L_0]$$

where,

- dECc = price adjustment amount on ex-works price of conductor for each shipment.
- ECc = ex-works price component of conductor shipment-wise A & B are price indices of EC grade aluminium ingots and high tensile galvanized steel wire respectively, as published by CACMAI/ nationally recognized published index acceptable to MeECL.
- L = labour index as published by labour bureau, Shimla (Govt. of India)
- a = coefficient of EC grade aluminium ingots, which shall be 0.65.
- b = coefficient of high tensile galvanized steel wire, which shall be 0.15
- l = coefficient of labour index in the ex-works price of the equipment / materials, which shall be 0.05.

Fixed portion of the ex-works price component shall be 0.15. This shall not be subject to any adjustment.

(b) **For insulator:**

The price adjustment on the ex-works price component, of insulator shall be as follows: -

$$dEC_i = EC_i [a \times (A_1 - A_0) / A_0 + b \times (B_1 - B_0) / B_0 + l \times (L_1 - L_0) / L_0]$$

where,

dEC_i = price adjustment amount on ex-works price of insulator for each shipment.

EC_i = ex-works price of insulator shipment-wise

A & B are price index of electrolytic high grade zinc ingots, as published by IEEMA and index number of wholesale prices of fuel, power, light & lubricant as per RBI bulletin (base 1993-94 = 100), respectively.

L = labour index as published by labour bureau, Shimla (GOI).

a = coefficient of electrolytic high grade zinc ingots, which shall be 0.05.

b = co-efficient of fuel, power, light & lubricant as per RBI bulletin, which shall be 0.53.

l = coefficient of labour index in the ex-works price of the equipment / materials, which shall be 0.27.

(c) **For hardware fittings:**

$$dEC_{HW} = EC_{HW} [0.43(A_1 - A_0) / A_0 + 0.05 (B_1 - B_0) / B_0 + 0.21(C_1 - C_0) / C_0 + 0.16 (L_1 - L_0) / L_0]$$

dEC_{HW} = price adjustment amount payable on ex-works price of hardware fittings, shipment-wise.

EC_{HW} = ex-works price for hardware fittings.

A,B&C = price indices for EC grade aluminum ingots, zinc and mild steel respectively as published by IEEMA.

L = all India consumer price index for industrial workers as published by labour bureau, Shimla (GOI).

(d) **For conductor accessories :**

(i) **For mid span compression joint for conductor and repairs sleeve**

$$dEC = EC_o [0.65(A_1 - A_0) / A_0 + 0.15 (L_1 - L_0) / L_0]$$

(ii) **For vibration damper for conductor**

$$dEC = EC_o [0.07 (B_1 - B_0) / B_0 + 0.58(C_1 - C_0) / C_0 + 0.15 (L_1 - L_0) / L_0]$$

(iii) Flexible copper bond shall be on firm price basis.

In the above formulae,

dEC = price adjustment amount of respective items

EC_o = ex-works price for conductor accessories.

- A = price indices for EC grade aluminium ingots, as published by IEEMA.
- B = price indices for electrolytic high grade zinc, as published by IEEMA.
- C = price indices for iron & steel, as published by IEEMA.
- L = all India average consumer price index for industrial workers as published by labour bureau, Shimla (GOI)

5.2.3 In the above price adjustment formulae, **subscript '0' refers to indices as on 30 days prior to date of bid opening** (referred to as base date indices),
Subscript '1' refers to indices as on 60 days prior to date of shipment.

5.2.4 The ceiling for price adjustment for line materials shall be as below:

Price adjustment on ex-works price component for insulator, hardware fittings and conductor accessories shall be subject to a ceiling of plus or minus twenty percent ($\pm 20\%$) of the ex-works price of individual equipment/material (i.e. insulator, hardware fittings and conductor accessories) for each shipment. There shall be no ceiling of price adjustment amount for the conductor.

5.3 **Price adjustment for erection price component: -**

5.3.1 The monthly price adjustment for erection price component {including civil works but excluding check survey and aviation signal for river crossing towers (if any)} shall be worked out as per the formulae given below:

5.3.1.1 For erection price component {including civil works but excluding supply & placement of reinforcement steel, concreting, check survey and aviation signal for river crossing towers (if any)}

$$dER = ER_0 [0.20 + 0.22 \times (A_1 / A_0) + 0.58 \times (L_1 / L_0)] - ER_0$$

where,

- dER = price adjustment amount payable on erection price component excluding supply & placement of steel and concreting.
- ER₀ = value of erection work done (excluding supply & placement of steel and concreting) in billing period as established by contract.
- A = rate for diesel oil as published by Indian oil corporation at Shillong.
- L = Indian field labour index-namely all India consumer price index for industrial workers as published by labour bureau, Shimla (GOI).

5.3.1.2 **For supply and placement of reinforcement steel:**

$$dER = ER_0 \times \{0.20 + 0.10 \times (A_1 / A_0) + 0.05 \times (L_1 / L_0) + 0.65 \times (B_1 / B_0)\} - ER_0$$

where,

- dER = price adjustment amount payable on price components of supply

- and placement of steel.
- ER_0 = value of supply & placement of steel in billing period as established by contract.
- A = rate for diesel oil as published by Indian oil corporation at Shillong.
- L = Indian field labour index-namely all India consumer price index for industrial workers as published by labour bureau, Shimla (Govt. of India).
- B = index numbers of wholesale price in India for iron and steel as published by reserve bank of India bulletin.

5.3.1.3 For Concreting,

$$dER = ER_0 \times \{0.20 + 0.20 \times (A_1/A_0) + 0.10 \times (L_1/L_0) + 0.30 \times (B_1/B_0) + 0.20 \times (C_1/C_0)\} - ER_0$$

where ,

- dER = price adjustment amount payable on price components of concreting.
- ER_0 = value of concreting in billing period as established by contract.
- A = rate for diesel oil as published by Indian oil corporation at Shillong.
- L = Indian field labour index-namely all India consumer price index for industrial workers as published by labour bureau, Shimla (Govt. of India).
- B = index numbers of wholesale price in India for cement as published by reserve bank of India bulletin.
- C = index number of wholesale price in India for 'non-metallic mineral products (structural clay products)' as published by reserve bank of India bulletin.

5.3.2 In the above price adjustment formulae, **subscript '0' refers to indices as on 30 days prior to date of bid opening** (referred to as base date indices) and **subscript '1' will correspond to the month of billing.**

5.3.3 The price adjustment amount calculated by the above formulae shall not be subject to any ceiling, whatsoever.

5.4 For the purpose of price adjustment for **ex-works** price component, the date of shipment for goods shall mean the scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be **ex-works** date of dispatch, governed by the approved PERT network.

For the purpose of price adjustment for erection price component, the billing period shall mean the billing period as per contract time schedule i.e., the agreed PERT network or actual period, whichever is earlier. The billing period for various erection activities will

be as per agreed erection PERT network indicating monthly schedule of erection activities for completion of works.

- 5.5 No price increase shall be allowed beyond the original delivery dates unless specifically stated in the time extension letter, if any, issued by the owner. The owner will, however, be entitled to any decrease in the contract price which may be caused due to lower price adjustment amount in case of delivery/erection of goods beyond the original delivery/erection dates. Therefore, in case of delivery/erection of goods beyond the original delivery/erection dates, the liability of the owner shall be limited to the lower of the price adjustment amount which may be worked out either on scheduled date or actual date of despatch/erection of goods.
- 5.6 In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.
- 5.7 If the price adjustment amount works out to be positive, the same is payable to the contractor by the owner and if it works out to be negative, the same is to be recovered by the owner from the contractor.
- 5.8 The contractor shall promptly submit the price adjustment invoices for the supplies made/works done, positively within 3(three) months from the date of shipment/work done whether it is positive or negative.
- 5.9 Bids shall conform to the price adjustment provisions detailed above. Bids specifying prices for items mentioned at 5.1.2 & 5.1.3 on variable basis run the risk of rejection. A bid submitted on a fixed price basis will not be rejected but the price adjustment will be treated as zero.

6.0 Taxes & Duties

- 6.1 For works & services, provisions of clause 15.0, section INB and clause 16.0, section GCC of volume-I of the bidding documents shall be applicable.
- 6.2 No concessional sales tax declaration forms shall be issued by the owner for this project.

7.0 BASIS OF EVALUATION & COMPARISON

- 7.1 Bidder has to quote for the complete scope of work as stated in technical specifications, volume-II. Bids for individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- 7.2 The bid evaluation shall be carried out considering the discount(s) offered, if any. The owner will evaluate and compare bids on the basis of a bid as a total including the discount(s), and award of contract(s) would be made to the bidder(s) on the basis of least evaluated price to the owner, as per provisions of the bidding documents.
- 7.3 Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.
- 7.4 Bid stipulating commissioning dates beyond that specified under the clause 11.0 titled 'work schedule' in this volume run the risk of rejection.

- 7.5 Bids shall be evaluated and compared on the basis of lumpsum price (exclusive of taxes, etc.) for the entire scope of work. The lumpsum price shall include: -
- (a) FOR destination (site) price of equipment/materials.
 - (b) Type test charges(if any) as specified in bid proposal sheets.
 - (c) Charges for erection which shall include unloading, handling, storage, insurance, erection, testing & commissioning of the transmission line and all associated civil works.
- 7.6 The owner's evaluation of a bid, in addition to the total price as per clause 7.5 above, will take into account the 'Cost compensation for deviations/cost of withdrawal of deviations' which will be added to bid price as indicated under clause 35.0, section-INB, Vol.-I, using pricing information available to the owner. The comparison of bids shall be in the manner indicated in clause 36.0 of section INB, Vol.-I and in the technical specifications, volume-II of bidding documents.
- 7.7 The prices of all such item(s) against which bidder has not quoted rates/amount (viz. items left blank or against which '- ' is indicated) in the schedules will be deemed to have been included in other item(s).
- 7.8 Particulars, performance & efficiency of equipment/ materials
- (a) Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/ materials in response to the technical specifications. Goods offered shall have minimum acceptable particulars/ performance/ efficiency specified in technical specification to be considered responsive, otherwise the bids may be rejected.
 - (b) For the purpose of evaluation, the adjustment on the basis of per watt differential loss in rupees indicated in clause 14.3 below will be added to the bid price.

8.0 SPECIAL TOOLS & TACKLES

The bidder shall include in his bid any special tools and tackles, if any, for erection, testing, commissioning of the transmission line. The list of such special tools and tackles shall be given in the bid and prices for bringing and using such items for erection and commissioning of the line shall be deemed to be included in the bid price.

9.0 TERMS OF PAYMENT

The payment to the contractor under the contract will be made by the owner in line with clause 33.0, section GCC, Vol.-I and as per the guidelines and conditions specified hereunder. All payments made during the contract will be on on-account payment purpose only.

9.1 Ex-works price component

9.1.1 Towers, line materials and other items excluding bolts & nuts

- (a) **On shipment:**

90%(ninety percent) of the ex-works price component, excluding that of bolts and nuts, shall be paid on successful completion of inspection and testing of the materials/items and on submission of documents indicated herein under:

- (i) Evidence of dispatch (received LR/RR)
- (ii) Contractor's detailed invoice & packing list identifying contents of each shipment.
- (iii) Insurance policy/certificate
- (iv) Manufacturer's/contractor's guarantee certificate of quality.
- (v) Material inspection clearance certificate (MICC) for despatch issued by the owner's representative and the contractor's factory inspection report.
- (vi) Test certificate.

The payment of fabricated tower parts/towers shall, however, be made on completed tower basis on certification by the owner.

(b) **Final payment:**

The balance 10% (ten percent) of the ex-works price component, excluding that of bolts & nuts, shall be paid on submission of the certificate by the owner's representative that the item(s) have been received and on submission of an unconditional & irrevocable bank guarantee for full 10% amount initially valid till scheduled date of completion of testing & commissioning of the transmission line and its taking over by the owner and shall be extended from time to time till the actual date of successful completion of testing & commissioning of line and its taking over by the owner. Bills shall be submitted for such payment only once in three months commencing from the date of receipt of first lot of materials/items. The bank guarantee shall be furnished along with the first invoice of final payment.

9.1.2 Bolts & nuts

- (a) 95% (ninety five percent) of the ex-works price for bolts and nuts shall be paid on despatch of the same and on submission of the documents indicated under clause 9.1.1 (a) above.
- (b) The balance 5% (five percent) of the ex-works of bolts and nuts shall be paid on completion of erection of all the towers of the line.
- (c) The payment for bolts and nuts shall be subject to a ceiling of approved weight of bolts and nuts for the respective type of towers as per the bill of material to be furnished by the owner.

9.2 Type test charges

Payment shall be made only for the type tests actually conducted as per the contract. The charges for type tests shall be paid on successful completion of all the type tests as specified for a particular item in the letter of award and on approval of the test results by the owner.

9.3 Freight & insurance charges

Freight and insurance charges shall be paid to the contractor on pro-rata basis, as per the unit rates indicated in the letter of award, after receipt of materials/items at site and on presentation of the invoices along with supporting documents by the contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the letter of award.

9.4 Check survey

Payment for check survey shall be paid on pro-rata basis on completion of survey and approval of the same by the owner.

9.5 Erection price component (including civil works):

9.5.1 (a) 90% (ninety percent) of the erection price component (excluding price component of check survey) will be paid on progressive monthly basis depending on the actual work done against each completed erection activity and on certification of the same by the owner.

(b) The balance 10% (ten percent) of the erection price component (excluding price component for check survey) shall be paid after successful commissioning of the transmission line and issuance of taking over certificate.

9.6 'Commissioning' for the purpose of payments shall mean satisfactory completion of all erection, commissioning checks and successful completion of all site tests and charging of the transmission line at rated voltage as per the contract and to the satisfaction/approval of the owner.

9.7 Price adjustment

9.7.1 Any variation in contract price due to price adjustment provision of clause 5.0 above shall be effected on presentation of invoice supported by calculations as per formula specified therein along with documentary evidence for different indices applicable for price adjustment.

9.7.2 Any increase in contract price due to price adjustment provision as per clause 5.0 above shall be payable as follows:

For supply portion, 90%(ninety percent) of the price adjustment amount for the respective shipment shall be paid on receipt of said shipment at site and balance 10%(ten percent) shall be payable along with final payment mentioned at clause 9.1.1(b) above.

For erection portion, 90%(ninety percent) of the price adjustment amount for the billing period shall be payable on certification by the owner's representative of quantum of work done in the said billing period and balance 10%(ten percent) shall be payable along with final payment mentioned at clause 9.5.1(b) above.

9.7.3 Any reduction in contract price due to price adjustment provision as per clause 5.0 above shall be effected by recovering 100% of the reduction amount from any of the contractor's invoices falling immediately due for payment or any other payments.

9.8 Payment towards taxes and duties

Taxes & duties, applicable as per Indian tax laws, in respect of transaction between owner and the contractor and as incorporated in the contract will be reimbursed after each shipment against documentary evidence. Payment towards taxes & duties shall be released by owner directly to the contractor against invoices to be submitted by the contractor as specified in the contract.

9.6 Mode of payment

Payments shall be made promptly by the owner after receipt of contractor's invoice, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the contractor directly in Indian rupees only.

10.0 QUANTITY VARIATION

The quantity of work given in the bid proposal sheets, volume-IB of the bidding documents is provisional. The final quantity shall be given with the LOA. The contractor shall be responsible for supply and execution of such final quantities for completion of the transmission line and they shall be paid for such finalized quantity at the unit rate indicated in the letter of award.

11.0 WORK SCHEDULE

11.1 The bidder shall include in his proposal his programme for furnishing and erecting the transmission line complete in all respect. The programme shall be in the form of a bar chart/master network identifying key phases in various areas of total work like procurement of raw materials/bought out items/components, manufacturing, type testing, supply of materials and field activities such as check survey, foundation, tower erection, stringing etc. and testing & commissioning of the transmission line, so as to achieve testing & commissioning of the transmission line within **12(twelve) months from the date of letter of award.**

11.2 The schedule shall be reckoned from the date of issue of letter of award. Within 15 (fifteen) days of issuance of letter of award, contractor shall submit PERT network conforming to the delivery/erection dates mentioned in letter of award for review and approval. After approval of PERT network, one reproducible with sufficient number of prints as desired by the owner shall be submitted.

11.3 The provisions of liquidated damages leviable in case of delay in completion pursuant to clause 13.0 below shall become effective after the period mentioned above for successful completion of testing and commissioning.

12.0 CONTRACT PERFORMANCE GUARANTEE

The successful bidder shall be required to furnish to the owner a contract performance guarantee (CPG) for the value of 10% (ten percent) of total contract price as per conditions stipulated in clause No. 42.0, section INB of Vol.-I, and clause No. 31.0, section-GCC, of volume-I, which shall be extended from time to time till 90 (ninety) days beyond the actual date of successful completion of warranty period, as may be required under the contract. The bid security shall be kept valid by the successful bidder till the contract performance guarantee is accepted by the owner.

13.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the contractor fails to perform the work within the specified period given in the letter of award or any extension granted thereof, with respect to successful completion of testing & commissioning of transmission line, the contractor shall pay to the owner as liquidated damages and not as penalty, a sum of 0.5%(half percent) of the contract price for each calendar week of delay or part thereof. However, the amount of liquidated damages for the contract shall be limited to a maximum of 5%(five percent) of the total contract price.

14.0 FUNCTIONAL GUARANTEES, LIQUIDATED DAMAGES FOR NON-PERFORMANCE (APPLICABLE FOR SUSPENSION ASSEMBLY FOR ACSR CONDUCTOR)

14.1 The bidder shall guarantee that the equipment offered shall meet the rating and performance requirements stipulated for various equipment covered in this specification. The bidder shall also furnish a declaration and details in the manner prescribed in the relevant schedule of bid proposal sheets for guarantees which shall attract levy of liquidated damages for non-performance as given below:

14.2 If the guarantees are not established at factory tests, then the owner at its discretion may reject or accept the equipment after assessing the liquidated damages against the contractor and such amounts shall be deducted from the contract price or otherwise recovered from the contractor.

14.3 Differential Price Factors and Evaluation

(a) The factors and the respective Indian rupees value per unit of differential loss for the purpose of calculation of 'differential price' for the bid as specified in clause 7.0 of these special conditions shall be as stipulated below:

Equipment	Parameter to be taken for applying differential price element(F)	Value of F in rupees per unit of parameter differential
Suspension assembly for ACSR conductor	Magnetic power loss (watt)	Rs.67.50P per watt per suspension

(b) The best parameter of loss quoted at rated voltage, rated frequency and conductor current of 500 amps by any technically responsive bidder shall be taken as basis and that quoted by the particular bidder shall be used to arrive at differential price to be applied for the bid evaluation.

14.4 The amount of liquidated damages so recoverable shall be without any ceiling and shall not prejudice the contractor's other liabilities under the contract in any manner. The liquidated damages for shortfall in guaranteed parameters and for delay in completion are independent of each other and shall be applicable separately and concurrently.

15.0 STORAGE-CUM-ERECTION INSURANCE

In addition to conditions specified in clause No. 36.0 section GCC, Vol.-I following shall also apply:

- 15.1 All the equipment and materials being supplied by the contractor shall be kept completely insured by the contractor at his cost from time of dispatch from the contractor's works/sub-vendor's works, upto the completion of erection, testing & commissioning at site and taking over of the transmission line by the owner in accordance with the contract.
- 15.2 Further all the equipment and materials being supplied by the owner for the erection (as per technical specification) shall be kept insured by the contractor against any loss, damage, pilferage, theft, fire, etc. from the point of unloading upto the time of taking over by the owner including handling, transportation, storage, erection, testing and commissioning etc.
- 15.3 It will be the responsibility of the contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of contract and the owner shall be kept informed about it. The contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the contractor.

16.0 POWER, WATER & COMMUNICATION

The contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction/erection of transmission line at his own cost.

17.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP ETC.

The contractor shall make his own arrangement for land for construction of his field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. as required for execution of the contract at his own cost.

18.0 PROGRESS REPORTS

During execution of the contract, the contractor shall furnish monthly progress reports to the owner in a format as specified by the owner, indicating the progress achieved during the month, and total progress upto the month against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred to above. If called for by the owner, contractor shall also furnish to the owner resources data in a specified format and time schedule. The contractor shall also furnish any other information that is necessary to ascertain progress, if called for by the owner.

19.0 SURPLUS MATERIALS

- 19.1 On completion of the works all such materials supplied by the owner, for erection, that remain unutilized shall be returned to the engineer by and at the expense of the contractor in the owner's store(s), except for the wastage allowed for various line materials in accordance with provision of the relevant clause.
- 19.2 The contractor, within 2 (two) months from the taking over of the transmission line, shall return and account for the surplus materials, failing which necessary recoveries will be made from the outstanding bills of the contractor for the cost of the materials left unaccounted as decided by the engineer.

20.0 LATENT DEFECT WARRANTY

The period of latent defect warranty in terms of clause 14.0, section GCC, volume-I shall be limited to 5(five) years from the date of expiry of guarantee period.

21.0 FIRST AID

To deal with emergency/accidental eventualities at works site, the contractor shall make all such arrangements necessary, such as services of an ambulance etc., for transportation to hospital at his own cost.

22.0 SUBMISSION OF BIDS

The bid shall be submitted by the bidders as per clause 25.0 of section-INB of Vol.-I and as indicated in the invitation to bid (INB). However, the bidders are required to prepare and submit only three copies of the bid (i.e., one original and two copies) and qualifying data, clearly marked 'original bid' and 'copy of bid'.

23.0 BID SECURITY

23.1 A bid security in a separate sealed cover, shall accompany the bid in original and two copies of the original for the amount indicated below in a manner as set forth in clause 23.0 section-INB, conditions of contract, Vol.-I.

Bid security	Rs. 14,15,000.00P
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23.2 Any bid not accompanied by a bid security as set forth in clause 23.0, section INB, conditions of contract, Vol.-I and hereinabove shall not be accepted and shall be returned without being opened.

24.0 Wherever 'owner' is appearing in conditions of contract, Vol.-I of bidding documents, the same shall be read as MeECL.

1.0 TRANSMISSION LINE TURNKEY PACKAGE: QUALIFICATION OF THE BIDDER

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in part-A below regarding the bidder's technical experience, manufacturing facilities and financial position as demonstrated by the bidder's responses in the corresponding bid schedules. The bidder shall also be required to furnish the information specified in part-B in their bid. Sub-contractors' technical experience and financial resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm only.

The owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include (i) document verification; (ii) bidder's works/manufacturing facilities visit; (iii) manufacturing capacity, details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality system in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

The owner reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

1.1.0 PART-A

1.1.1 Technical experience

The bidder shall have successfully carried out as a prime contractor or as a sub-contractor or as a member in a joint venture execution of two or more contracts of 110/132 kV or higher voltage class transmission line(s) within the last five years as on date of bid opening. The bidder's experience should include the following:

- (i) The bidder should have surveyed and optimized tower locations, erected and strung not less than following cumulative route length of transmission lines of **110/132kV or higher voltage class: For transmission line : 100 kms.**
- (ii) The bidder should have constructed a project of at least **50kms. of 110/132kV or above voltage level line in hilly terrain.**

1.1.2 Manufacturing facilities

The bidder should have its own manufacturing facilities for the transmission line towers and tower parts having the following minimum manufacturing capacities:-

- (a) Manufacturing capacity per financial year: 2740 MT for transmission line.
- (b) Average quantity of lattice steel structures (transmission line tower parts, microwave tower parts, substation structures etc.) manufactured per financial year, during the last three years should not be less than : 1370 MT for transmission line .

In case the bidders intend to participate in the package proposing supply of tower parts from a manufacturer(s) then they shall furnish a joint deed of undertaking (format enclosed) alongwith the manufacturer(s) to guarantee quality & timely supply of tower

parts and confirming to furnish a performance guarantee of 2% of the cost of such tower parts from each of the manufacturer(s). This is in addition to 10% contract performance guarantee to be submitted by the contractor on award of contract. However, not more than 2(two) manufacturers shall be permitted.

1.1.3 Financial position

- (a) Minimum average annual turnover (MAAT) for best three years out of last five financial years of the bidder should be Indian Rs. 7.0 crore.
- (b) Bidder shall have liquid assets (LA) or/and evidence of access to or availability of credit facilities of not less than Indian Rs. 1.2 crore.

In case bidder is a holding company, MAAT & LA referred to in clause 1.1.3 (a) & (b) above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, MAAT & LA referred to in clause 1.1.3 (a) & (b) above shall be of that subsidiary company only (i.e. excluding its holding company).

1.2 PART-B

1.2.1 The bidder shall also furnish following documents/details with its bid:

- (a) A certificate from banker (as per format) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, the owner may make queries with the bidders' bankers.
- (b) The complete annual reports together with audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

Note : I. In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/holding/parent company) duly certified by any one of the authority [(i) statutory auditor of the bidder /(ii) company secretary of the bidder or (iii) A certified public accountant] certifying that such information/documents are based on the audited accounts as the case may be.

II. Similarly, if the bidder happens to be a group/holding/parent company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in note-I above certifying that these information/documents are based on the audited accounts, as the case may be.

1.2.2 Litigation history:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the bidder may result in rejection of bid.

END OF SECTION - SCC

**PROFORMA OF JOINT UNDERTAKING BY THE TOWER MANUFACTURER
ALONG WITH THE BIDDER/CONTRACTOR
NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE**

THIS DEED OF UNDERTAKING executed this.....day of two thousand and.....by , a company incorporated under the laws of and 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 of having its registered office at (hereinafter called the 'bidder'/contractor which expression shall include its successors, executors and permitted/assigns) in favour of Meghalaya Energy Corporation Ltd. having its registered office at Lum Jingshai, Short Round Road, Shillong-793001 (hereinafter called the 'owner' which expression shall include its successors, executors and permitted assigns).

WHEREAS the 'owner' invited bids as per its specification no..... for the manufacture, fabrication, supply of tower parts as per owner's/bidder's design, conductor, insulators, hardware fittings & accessories, casting of foundations, erection of all types of towers, stringing of conductor and earth wire testing and commissioning of transmission 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 tower parts 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 tower parts.

NOW THEREFORE THIS UNDERTAKING WITNESSETH 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 owner for the manufacture, testing, supply of tower parts, conductor, insulators, hardware fittings & accessories on FOR destination delivery at 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 FOR destination 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 (tower parts, conductor, insulators, hardware fittings & accessories) 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 Shillong shall have exclusive jurisdiction in all matters arising under the undertaking.
- 4.0 As a security, the tower manufacturer 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 2% of the cost of tower parts 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 for the entire period of the contract, namely till the end of the warranty period under the contract. The bank guarantee amount shall be payable to the owner on demand without any reservation or demur.
- 5.0 We, the tower manufacture/bidder/contractor agree that this undertaking shall be irrevocable and shall 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 | Name |
| | Office address | Common seal of company |

For Bidder

- | | | |
|----|----------------------|--|
| 2. | Signature | Signature of authorised representative |
| | Name | Name |
| | Office address | Common seal of company |

Note :

The deed of joint undertaking shall be attested by notary public of the place(s) of the respective executant(s).

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES
BANK CERTIFICATE

This is to certify that M/s. (full name & address) who are submitting their bid to MeECL against their tender specification vide ref. No. & date..... is our customer for the past years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. no.	Type of facility	Sanctioned limit as on date	Utilisation as on date

This letter is issued at the request of M/s.....

Sd/-

Name of bank

Name of authorised signatory

Designation

Phone No.

Address

SEAL OF THE BANK

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(to be submitted by tower manufacturer)
(to be stamped in accordance with stamp act)

Ref.

Bank guarantee no.

Date

To,

The Chief Engineer (Transmission),
Meghalaya Energy Corporation Ltd.,
Lum Jingshai, Short Round Road,
Shillong – 793001.

Dear Sir,

In consideration of the Meghalaya Energy Corporation Ltd., (hereinafter referred to as the 'owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its registered/head office at (hereinafter referred to as the 'contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of owner's letter of award no..... dated..... and the same having been acknowledged by the contractor, resulting in a contract, bearing no.dated valued atfor(scope of contract).

Further, the contractor and M/swith its registered/head office at (hereinafter referred to as the 'tower manufacturer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), as a pre-requisite for qualification of the bidder/contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the tower manufacturer having agreed to furnish a contract performance guarantee for the faithful performance/compliance of the deed of undertaking equivalent to*i.e. 2% (two per cent) of the cost of tower parts to be supplied by the tower manufacturer under the contract, in addition to contract performance guarantee equivalent to 10% (ten per cent) of the value of the contract to be provided by the contractor for the faithful performance of the entire contract.

We (name & address) having its head office at (hereinafter referred to as the 'bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner on demand any and all monies to the extent of as aforesaid at any time upto** (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor/tower manufacturer.

Any such demand made by the owner on the bank shall be conclusive and binding not withstanding any difference between the owner and the contractor/tower manufacturer or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor/tower manufacturer. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor/ tower manufacturer, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course or remedy or security available to the owner. The bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor/ tower manufacturer and not withstanding any security or other guarantee the owner may have in relation to the contractor’s/ tower manufacturer’s liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (tower manufacturer) on whose behalf this guarantee has been given.

Dated this.....day of20.....at.....

WITNESS

Signature

Signature

Name

Name

Official address

Designation with bank stamp

Attorney as per power of attorney no. Date

NOTES:

* This sum shall be 2%(two per cent) of the cost of tower/tower parts to be supplied by the tower manufacturer under the contract.

** The date will be 90(ninety) days after the end of warranty period as specified in the contract.

The stamp papers of appropriate value shall be purchased in the name of issuing bank.